



CITY OF WILLIAMSTON
161 East Grand River Avenue, Williamston MI
(517) 655-2774
Regular City Council Meeting Agenda
Monday, May 22, 2023
7:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Audience Participation – Maximum 5 minutes per presentation
6. Council Meeting Minutes of May 8, 2023
7. Accounts Payable
8. Public Hearing for Fiscal Year 2023/2024 Budget
9. Action Items
 - a. Re-appointment of Narda Murphy to the Downtown Development Authority for a Term to Expire 06/30/27
 - b. Re-appointment of Earl Wolf to the Parks and Recreation Commission for a Term to Expire 06/30/26
 - c. Metro Act Application
 - d. Volunteers Park – West Fence and Gate Proposal
 - e. Trent Allen Memorial Basketball Courts – Crack Repair and Resurfacing Proposal
 - f.
10. Discussion Items
 - a. Road Diet
 - b. Construction Project Update(s)
 - c.
11. Correspondence Received / Information Only
 - a.
 - b.
12. Department Head Reports
 - a. City Manager
 - b. Police Chief
 - c.
13. Committee/Sub-Committee Reports
14. Audience Participation – Maximum 5 minutes per presentation.
15. Council Member Comments
16. Closed Session- Capitol City Labor Program Collective Bargaining allowed under MCL 15.268(c)
17. Adjourn to the Call of the Chair

In Accordance with Public Act 267 (Open Meetings Act) Posted and Copies Given to Newspapers
Individuals with disabilities requiring special assistance who are planning to attend the meeting should
contact the Office of the City Clerk for accommodations. This request must be made two (2) business
days in advance of the meeting.

**The next regular meeting of the Williamston City Council will be held
Monday, June 12, 2023, in the Council Chambers of City Hall at 7:00 p.m.**

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CITY OF WILLIAMSTON
CITY COUNCIL
MAY 8, 2023
REGULAR MEETING MINUTES

1. Call to Order:

The regular meeting was called to order at 7:00 p.m. by Mayor Tammy Gilroy, and the Pledge of Allegiance was recited.

3. Roll Call:

Mayor Tammy Gilroy, Mayor Pro-tem Brandon Lanyon, Councilmembers Steve Jenkins, Scott VanAllsburg, Dan Rhines, and Terry Hansen. Absent: Tommy Pratt.

Also present: City Manager John Hanifan, City Clerk Holly Thompson, City Treasurer Tom Mead, City Attorney Timothy Perrone, Police Chief Bob Young, Engineer/DPW Director Scott DeVries, JFM Productions, citizen Jack Smith and other members of the public.

Motion by **Lanyon**, second by **Rhines**, to excuse Pratt. **Motion passed by voice vote.**

4. Approval of Agenda:

Motion by **Rhines**, second by **Hansen**, to approve the agenda as presented. **Motion passed by voice vote.**

5. Audience Participation:

Mayor Gilroy called for public comments at this time and there were none.

6. Council Meeting Minutes of April 24, 2023:

Motion by **Hansen**, second by **VanAllsburg**, to approve the April 24, 2023, minutes as presented. **Motion passed by voice vote.**

7. Accounts Payable:

Motion by **Lanyon**, second by **Jenkins**, to approve the May 8, 2023, accounts payable as presented, reference #'s 76702-76716, and ACH 424-425 from dates 4-18-23 through 4-21-23 for a total of \$89,667.89. Yes: VanAllsburg, Rhines, Gilroy, Lanyon, Hansen, Jenkins. No: None. **Motion passed.**

8. Action Items

8a. 2023 PASER Pavement Ratings Contract:

Motion by **Jenkins**, second by **Rhines**, to approve the professional services agreement for Roadway PASER Rating Data Collection & Reporting from Wade Trim of Grand Rapids, Michigan for the Lump Sum amount of \$3,455. Yes: Rhines, Gilroy, Lanyon, Hansen, Jenkins, VanAllsburg. No: None. **Motion passed.**

8b. Election Inspector Wages:

Motion by **Lanyon**, second by **Rhines**, to approve a rate increase for Election Inspectors at \$18 per hour, and Election Inspector Chairs at \$20 per hour. Yes: Gilroy, Lanyon, Hansen, Jenkins, VanAllsburg, Rhines. No: None. **Motion passed.**

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8c. Election Tabulator Purchase:

Motion by **Hansen**, second by **VanAllsburg**, to approve the quote from Election Source in the amount not-to-exceed \$6,603.00 as presented for a new Precinct Election Tabulator. Yes: Lanyon, Hansen, Jenkins, VanAllsburg, Rhines, Gilroy. No: None. **Motion passed.**

8d. Ingham County Pavement Marking Program:

Motion by **Rhines**, second by **Lanyon**, to approve the City of Williamston participation in the Pavement Marking Program with the Ingham County Road Department. Yes: Hansen, Jenkins, VanAllsburg, Rhines, Gilroy, Lanyon. No: None. **Motion passed.**

9. Discussion Items

9a. 2023/2024 Fiscal Year Budget Work Session:

Manager Hanifan and Treasurer Mead gave an overview of the 2023/2024 Fiscal Year Budget. They highlighted property taxes, personnel and operational expenses, capital equipment investments, major capital projects, and went over all of the different City funds.

9b. North Putnam Street Project Update:

Engineer DeVries gave a presentation and update on the North Putnam Street project and the setbacks they have encountered. City staff is continuing to pursue the project and is making some adjustments to hopefully draw better results.

9c. Road Diet Concept Plans:

Engineer DeVries presented the Road Diet plans that have gone to MDOT for their approval already. A public open house is being scheduled in June to get more feedback and answer any questions people may have regarding the changes to the downtown traffic flow.

11. Department Head Reports

11a. City Manager:

Manager Hanifan reported it has been a busy spring and anticipates a busy summer as well. There will be a McCormick Park Cleanup on May 13th from 9am-1pm with the rain date of May 20th. The DDA meeting will be held next week. The Planning Commission will be reviewing a site plan at their upcoming June meeting.

11b. Building Department:

A written report was submitted for Council review.

12. Committee/Sub-Committee Reports:

None.

13. Audience Participation:

Mayor Gilroy called for public comments at this time and there were none.

14. Council Member Comments:

Councilman Jenkins thanked Manager Hanifan and staff for always providing the information they need and expressed how impressed he is by Engineer DeVries' knowledge, detail, and

expertise in everything he presents.

Councilman VanAllsburg commented on the beauty of McCormick Park and how much it has changed over the years.

Councilman Rhines gave an update on Jubilee preparations. They are planning to have a mechanical bull and tractors in the parade to carry on the theme of Jubilee this year. They are looking for nominations for citizen of the year. He encouraged everyone to follow the Jubilee Facebook page to keep up on what is happening.

16. Adjourn to the Call of the Chair:

Mayor Gilroy adjourned the meeting at 8:20 p.m.

***Meeting adjourned at 8:20 p.m.**

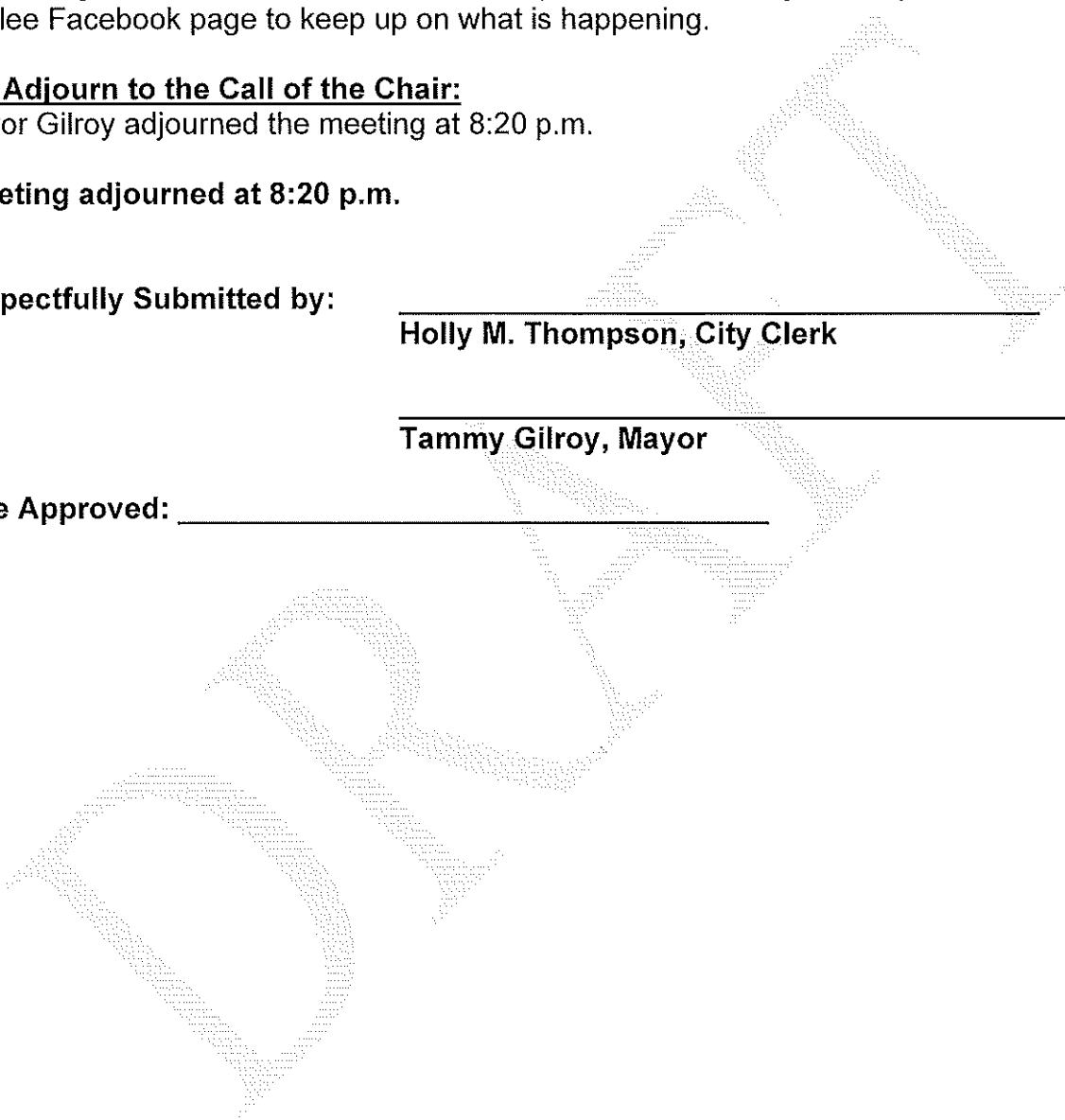
Respectfully Submitted by:

Holly M. Thompson, City Clerk

Tammy Gilroy, Mayor

Date Approved: _____

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**CITY OF WILLIAMSTON
CITY COUNCIL MEETING MAY 22, 2023
ACCOUNTS PAID/PAYABLE**

CHECKS 76722-76751, EFT 431, ACH 426-432

Date	Check	Vendor Name	Description	Amount	Aprv
05/04/2023	431(E)	CITY OF WILLIAMSTON	APRIL W/S BILLS	1,122.02	_____
05/04/2023	76722	CATHEY CO	MAIN LIFT STATION PUMP REPAIR	7,647.50	_____
05/04/2023	76723	CONSUMERS ENERGY	3485 CORWIN RD/LS	45.02	_____
			369 E GRAND RIVER	116.08	_____
			781 PROGRESS CT	391.67	_____
			175 E GRAND RIVER/PD	98.65	_____
			781 PROGRESS CT/COLD STORAGE	251.68	_____
			228 ELEVATOR	272.16	_____
			228 N PUTNAM	96.50	_____
			161 E GRAND RIVER/CITY HALL	152.32	_____
			526 SUNSET/WWTP	<u>2,737.36</u>	_____
				4,161.44	_____
05/04/2023	76724	DELADURANTAYE, THOMAS	UB refund for account: HIGH-000615-0001-	194.20	_____
05/04/2023	76725	DTE ENERGY	DEPOT MUSEUM	233.92	_____
05/04/2023	76726	ELSESSER'S AUTOMOTIVE INC	DPW TRUCK REPAIR	1,797.87	_____
05/04/2023	76727	FOSS, RON	REPLACE MAILBOX	173.69	_____
05/04/2023	76728	GEORGE, ELIZABETH & MICHAEL	UB refund for account: MULN-000115-0000-	190.54	_____
05/04/2023	76729	GRANGER	CITY HALL RECYCLING	45.50	_____
05/04/2023	76730	HOME DEPOT CREDIT SERVICES	WWTP SUPPLIES	453.60	_____
05/04/2023	76731	MCKENNA	MARCH ZONING ASSIST	943.75	_____
05/04/2023	76732	SMART SOURCE LLC	W/S BILL STOCK	692.84	_____
05/04/2023	76733	TC ENTERPRISES	N PUTNAM TREES	1,250.00	_____
05/04/2023	76734	WASTE MANAGEMENT OF MICHIGAN	DPW DUMPSTERS	400.10	_____
05/04/2023	76735	WILLIAMSTON POSTMASTER	APRIL '23 WATER/SEWER POSTAGE	490.08	_____
05/04/2023	76736	WOW! BUSINESS	CITY PHONES & INTERNET	1,527.62	_____
05/05/2023	426(A)	BAPPERT AUTOMOTIVE SERVICES,LLC	PD VEHICLE REPAIR	32.95	_____
			PD VEHICLE REPAIR	<u>1,078.67</u>	_____
				1,111.62	_____
05/05/2023	427(A)	DIETZ JANITORIAL SERVICE, INC.	MAY OFFICE CLEANING	705.00	_____
05/05/2023	428(A)	GORMLEY LAW OFFICES, PLC	CITY RETAINED SVCS	400.00	_____
			ATTY SUPP SVCS	1,893.90	_____
			TIFA RETAINED SVCS	<u>500.00</u>	_____
				2,793.90	_____
05/05/2023	429(A)	KATHY EDWARDS	APRIL COUNCIL TAPINGS	400.00	_____
05/05/2023	430(A)	STAPLES	OPERATING SUPPLIES	103.68	_____
			OPERATING SUPPLIES	<u>245.71</u>	_____
				349.39	_____
05/10/2023	76741	CULLIGAN WATER CONDITIONING	DI CHARGE	64.00	_____
05/10/2023	76742	DTE ENERGY	APRIL STREET LIGHTS	8,974.89	_____
05/10/2023	76743	EAGLE CAR WASH	PD VEHICLE WASHES	6.00	_____

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05/10/2023	76744	GRANGER	CITY HALL & DPW DUMPSTERS	142.53	_____
05/10/2023	76745	LEXIS NEXIS	CITATION SUPPORT & MAINT	143.00	_____
05/10/2023	76746	MARTIN, STEVE A	UB refund for account: PUTS-000114-0000-	194.20	_____
05/10/2023	76747	MONROE TRUCK EQUIPMENT, INC.	WWTP REAR BUMPER	545.00	_____
			WWTP HARNESS & TAIL LIGHTS/NEW BUMPER	152.57	_____
			WWTP MISC FUEL FILL PLATFORM	51.60	_____
				<u>749.17</u>	
05/10/2023	76748	PERRY AUTOMOTIVE SUPPLY	VACTOR TRUCK	132.30	_____
			EQUIP MAINT	15.99	_____
			DPW RETURNS/CREDIT	(22.59)	_____
				<u>125.70</u>	
05/10/2023	76749	RICOH USA INC	CITY HALL & PD COPIER CHARGES	83.58	_____
05/10/2023	76750	THE SHIRTSMITH	NNO SHIRTS	751.50	_____
05/10/2023	76751	VC3	SOFTWARE APP SUPPORT	343.50	_____
05/11/2023	432(A)	STAPLES	OPERATING SUPPLIES	70.50	_____
				<u>38,333.15</u>	

City of Williamston, Michigan
Discover the Charm



Public Hearing 2023-2024 Budget May 22, 2023

Budgetary Themes

- ▶ Operations and services remain largely the same as prior year
- ▶ Continued replacement of equipment
- ▶ Continued investment in supply and equipment repair and replacement at the wastewater treatment plant and in the water plant and well system
- ▶ Impactful Water, Sewer and Street projects (N. Putnam, Williams & Lloyd)
- ▶ Road Diet implementation
- ▶ Master Plan Update
- ▶ Website Overhaul



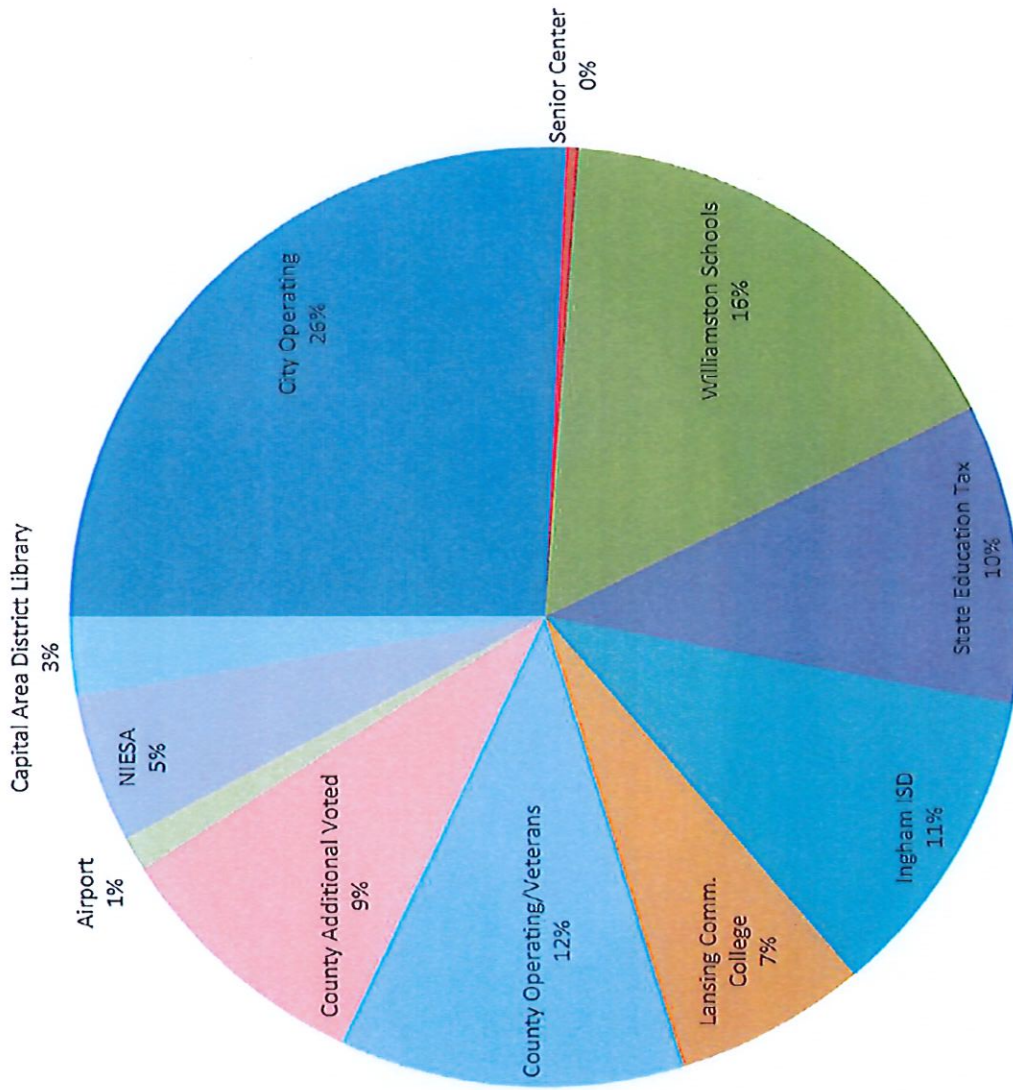
Property Taxes

The city proposes to levy 14.8872 mills for general operating purposes (\$14.8872 Per \$1,000 Taxable Value)

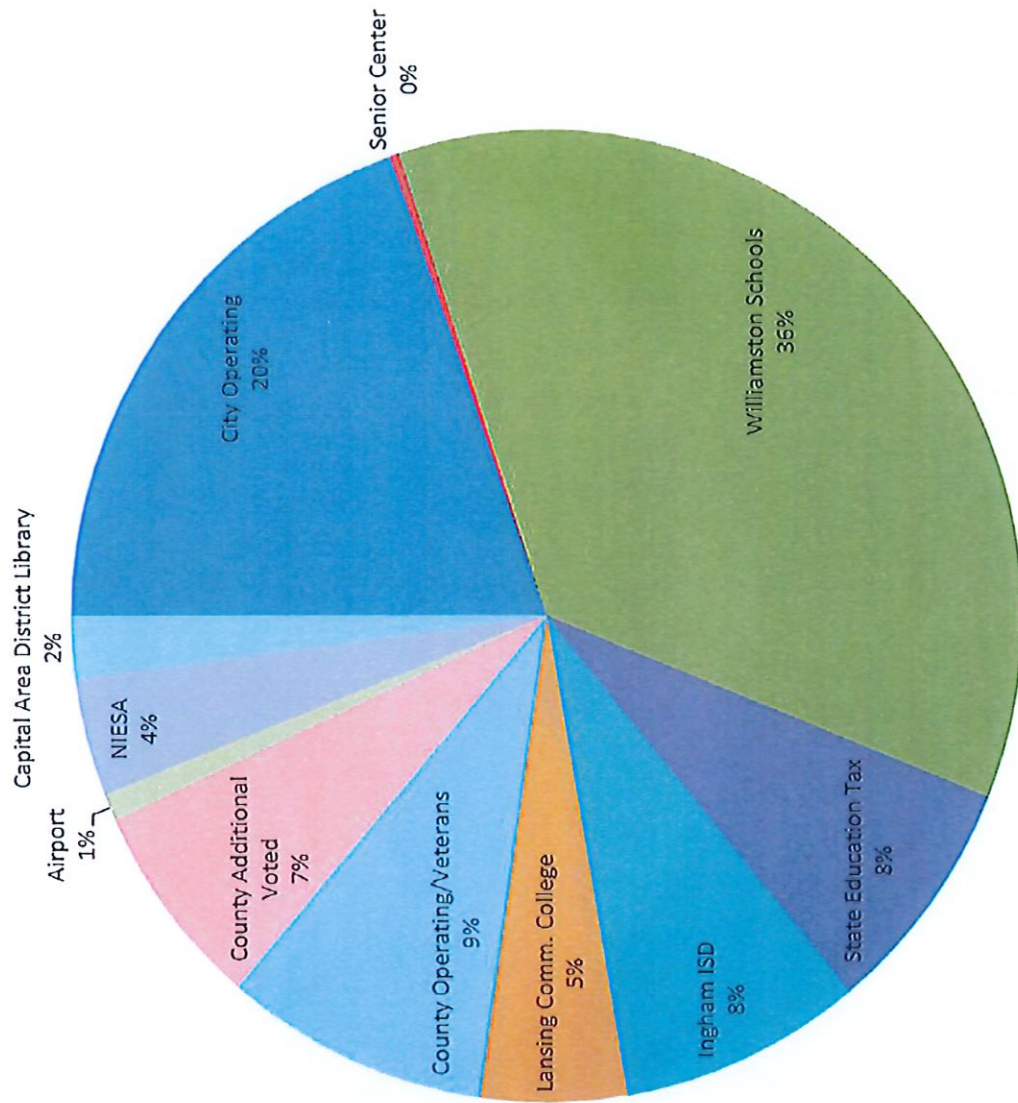


8/29/20

2022 PRE Tax Millage Breakdown



2022 Non-PRE Tax Millage Breakdown



Sewer Fund

- ▶ Revenue
 - ▶ Assumes rate increase of 5%
 - ▶ Without rate increase, fund will have an on-going structural deficit.
 - ▶ Plant Improvements necessary in the immediate future
 - ▶ Assumes two new residential sewer connections



Sewer Fund Commodity Charge:

5% increase = \$ 6.26 (current rate) x .05% = \$6.57

\$6.57 per 1000 gallons is the new rate effective July 1, 2023

This equals \$2.55 per month for the average household

*assumes 4,500/ gallons/month



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Water Fund

- ▶ Revenue
 - ▶ Assumes 1% rate increase
 - ▶ Without rate increase, fund will have on-going structural deficit
 - ▶ Assumes two new residential water connections



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Rate Study Recommendations:

1% increase = \$ 3.94 (*current rate*) x .01% = \$3.98

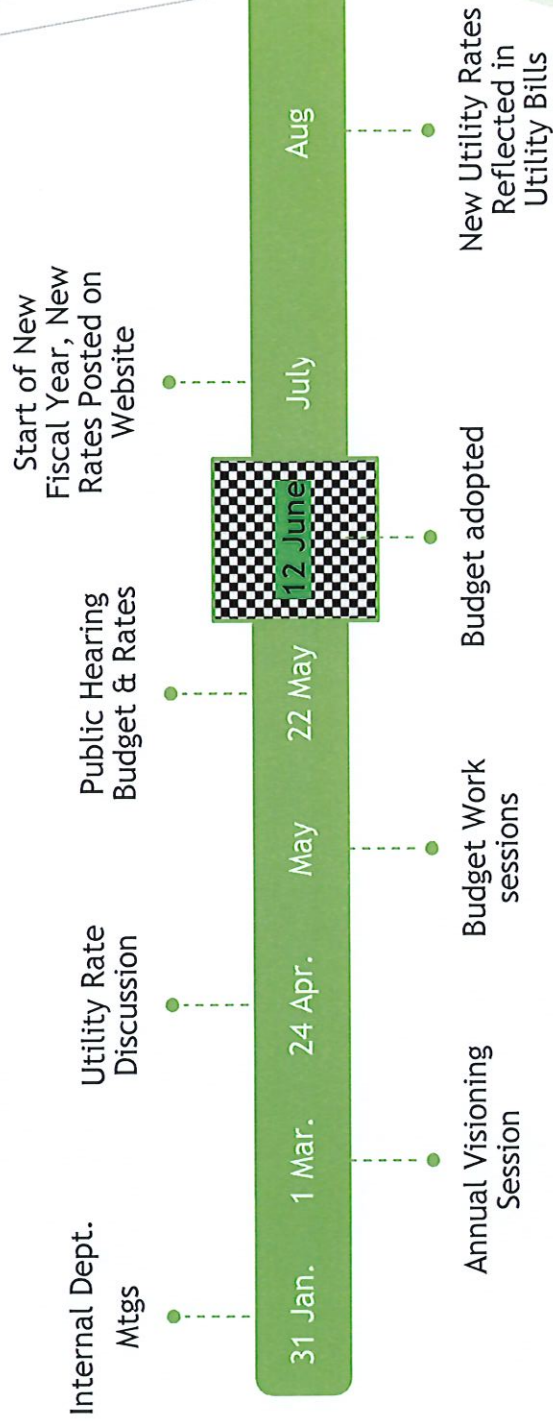
\$3.98 per 1000 gallons is the new rate effective July 1, 2023

This equals \$.51 per month for the average household

*assumes 4,500/gallons/month



Annual Budget Process



Questions and Discussion

City of Williamston, Michigan
Discover the Charm



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City of Williamston

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161 E. Grand River Avenue, Williamston, MI 48895
517-655-2774; fax, 517-655-2797; www.williamston-mi.us

BOARDS & COMMISSIONS APPLICATION

Your interest and expressed willingness to serve the City of Williamston is appreciated. The purpose of this form is to provide the Mayor and Council with basic reference data and information pertaining to any person being considered for appointment to a City Board or Commission. Minimum educational requirements have not been established. Advanced education or college degrees are not necessary to be considered for appointment.

NAME: Murphy Narda K DATE: 5/13/23
(Please Print) LAST FIRST M.I.

STREET: 330 E. Grand River Ave

CITY: Williamston ZIP CODE: 48895

HOME PHONE: 517.881.6986 BUSINESS PHONE: NA

FAX: NA E-MAIL: nardakaymurphy@gmail.com

BUSINESS ADDRESS: N.A.

PRESENT EMPLOYER: Retired

Please mark your choice(s). If you are choosing more than one, list in priority, i.e. 1 = First Choice, 2 = Second Choice, etc.

- | | |
|--|--|
| <input type="checkbox"/> Art Committee | <input type="checkbox"/> Parks and Recreation Commission |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> City Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals | <input type="checkbox"/> Compensation Committee (as needed) |
| <input checked="" type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Downtown Development Citizens Council (as needed) |
| <input type="checkbox"/> Economic Development Corp./TIFA | <input type="checkbox"/> Other (specify) _____ |

Professional Qualifications and/or Work Experience:

I have served on DDA for several years as the "resident-in-DDA-district".

Community Experience and/or Other Experience:

I am a member of Rotary, Williamston Schools Foundation Board & Weekend Survival Kits Board.

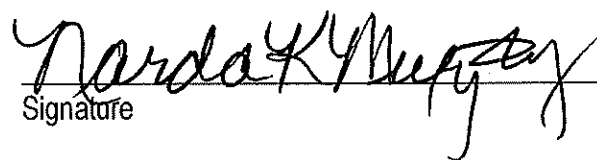
Reason for Desire to Serve:

As a retired school educator, I have "deep commitment about the importance of "service above thy self" to our community.


Are you a U.S. Citizen? Yes No

If appointed, do you prefer your mail be sent to: Residence Business

I hereby certify that this form is true and accurate to the best of my knowledge.


Signature

I understand that if appointed to serve on a City Board or Committee, I will be required to submit a completed Conflict of Interest Disclosure Form as Required by City policy.


Signature

Please complete and return this form to City Clerk, City of Williamston, 161 E. Grand River Ave., Williamston, MI 48895. The information you have supplied will be provided to specific boards, City Council and is also subject to public disclosure under the Michigan Freedom of Information Act. If you have any questions, you may contact the City Clerk's office at 517-655-2774.



City of Williamston

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161 E. Grand River Avenue, Williamston, MI 48895
517-655-2774; fax, 517-655-2797; www.williamston-mi.us

BOARDS & COMMISSIONS APPLICATION

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NAME: WOLF EARL DATE: 5/9/23
(Please Print) LAST FIRST M.I.

STREET: 503 Bismark St.

CITY: Williamston ZIP CODE: 4881

HOME PHONE: 517 490 2813 BUSINESS PHONE: _____

FAX: _____ E-MAIL: wolfek@wawway.com

BUSINESS ADDRESS: _____

PRESENT EMPLOYER: Retired DNR

Please mark your choice(s). If you are choosing more than one, list in priority, i.e. 1 = First Choice, 2 = Second Choice, etc.

- | | |
|--|--|
| <input type="checkbox"/> Art Committee | <input checked="" type="checkbox"/> Parks and Recreation Commission |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> City Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals | <input type="checkbox"/> Compensation Committee (as needed) |
| <input type="checkbox"/> Downtown Development Authority | <input type="checkbox"/> Downtown Development Citizens Council (as needed) |
| <input type="checkbox"/> Economic Development Corp./TIFA | <input type="checkbox"/> Other (specify) _____ |

Professional Qualifications and/or Work Experience:

37 years Michigan DNR State Parks
— Interpretation / graphic design
— Lansing City Parks Commission

Community Experience and/or Other Experience:

Rotary, Depot Museum Bd,
Garden Club VP, Friends of W Parks,
Williamston United Methodist Church

Reason for Desire to Serve:

Continue all the great efforts

Are you a U.S. Citizen? Yes No

If appointed, do you prefer your mail be sent to: Residence Business

I hereby certify that this form is true and accurate to the best of my knowledge.



Signature

I understand that if appointed to serve on a City Board or Committee, I will be required to submit a completed Conflict of Interest Disclosure Form as Required by City policy.



Signature

Please complete and return this form to City Clerk, City of Williamston, 161 E. Grand River Ave., Williamston, MI 48895. The information you have supplied will be provided to specific boards, City Council and is also subject to public disclosure under the Michigan Freedom of Information Act. If you have any questions, you may contact the City Clerk's office at 517-655-2774.



MICHIGAN'S BACKBONE FOR BUSINESS

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24700 Northwestern Hwy., Ste. 700
Southfield, MI 48075

Amanda Griffith
Email: permits@123.net

Telephone: (248) 228-8286
24-Hour: (888) 444-0123

February 24, 2023

Williamston City Hall - Clerk
161 E. Grand River Ave.
Williamston, MI 48895

Re: 123Net METRO Act Permit Application

To the Clerk of Williamston:

Enclosed please find three (3) copies of 123Net's METRO Act permit application, along with a proposed Bilateral METRO Act Permit and a check for Five Hundred Dollars (\$500.00).

Should you require anything further for processing this application, please contact me.

Very truly yours,

Amanda Griffith
Fiber Permits Manager

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METRO Act Permit Application Form
Revised April 6, 2012

City of Williamston

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

123.Net, Inc.

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at:

Williamston City Hall
161 E. Grand River Ave.
Williamston, MI 48895

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City of Williamston
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
123.Net, Inc.

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: February 24, 2023

1.2 Applicant's legal name: 123.Net, Inc.
Mailing Address: 24700 Northwestern Highway
Suite 700
Southfield, MI 48075

Telephone Number: (248) 228-8286
Fax Number: _____
Corporate website: 123.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Amanda Griffith – Fiber Permits Manager
Mailing Address: 24700 Northwestern Highway
Suite 700
Southfield, MI 48075

Telephone Number: (248) 228-8286
Fax Number:

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E-mail Address: **permits@123.net**

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; **Michigan**

1.5.2 Date of incorporation/formation; **8-16-1996**

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

James Kandler
Dan Irvin
Stefania Stoenica
Simona Anton

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.
Please see attached.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **None.**

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes **No**

If "yes," please describe the circumstances.

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1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.
N/A, Applicant is a CLEC

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Installation of Telecommunications Conduit and Fiber via underground directional bore and aerial methods.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If

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construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

2.4 Please provide an anticipated or actual construction schedule.

123NET, Inc. would like to schedule construction, as soon as possible once approved construction permit has been received from the Municipality.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

123.Net, Inc.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

**123.Net, Inc.
(888) 444-0123
support@123.net**

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

**24700 Northwestern Highway
Suite 700
Southfield, MI 48075**

3.2 Location of all records and engineering drawings, if not at local office;

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

**Amanda Griffith
Fiber Permits Manager
24700 Northwestern Highway
Suite 700
Southfield, MI 48075**

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3.3.1 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.3.2 Worker's compensation;

3.3.3 Commercial general liability, including at least:

3.3.3.1 Combined overall limits;

3.3.3.2 Combined single limit for each occurrence of bodily injury;

3.3.3.3 Personal injury;

3.3.3.4 Property damage;

3.3.3.5 Blanket contractual liability for written contracts, products, and completed operations;

3.3.3.6 Independent contractor liability;

3.3.3.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.3.3.8 Environmental contamination;

3.3.4 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

Please see attached.

3.4 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

N/A

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

123.Net, Inc.

Date

By: _____
Amanda Griffith
Fiber Permits Manager

S:\metroapplicationform.doc

METRO Act Permit
Bilateral Form
Revised 12/06/02

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RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean **123.Net, Inc.**, a corporation organized under the laws of the State of Michigan whose address is **24700 Northwestern Hwy. Ste. 700 Southfield, MI 48075**.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Williamston, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

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2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is

24700 Northwestern Hwy, Suite 700, Southfield MI, 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Fiber Permits Manager

3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local

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office, the location address, phone number and contact person (title or department) for them is:

**123Net, Inc.
24700 Northwestern Hwy, Suite 700
Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Fiber Permits Manager**

3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities

is: **123Net, Inc.
24700 Northwestern Hwy, Suite 700
Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Fiber Permits Manager**

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is:

**123Net, Inc.
24700 Northwestern Hwy, Suite 700
Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Fiber Permits Manager**

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

888-440-0123

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

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3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

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- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

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4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by

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any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

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5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or

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(when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

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- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

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10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any

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defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to _____
with a copy to _____.

12.1.2 If to Company, to **Permitting Department 24700 Northwestern Hwy, Suite 700, Southfield, MI 48075**

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

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13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Attest:

By: _____

By: _____

Printed: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

123.Net, Inc.

By: _____

Printed: _____

Its: _____

Date: _____

::ODMA\PCDOCS\GRR\759319\6

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LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL REPORT

For use by DOMESTIC PROFIT CORPORATION

(Required by Section 911, Act 284, Public Act of 1972)

The identification number assigned by the Bureau is: 800434879

Annual Report Filing Year: 2022

1. Corporation Name:

123.NET, INC.

On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 31st Day of January, 2022 by:

Signature	Title	Title if "Other" was selected
STEFANIA STOENICA	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

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MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2022 ANNUAL REPORT

for

123.NET, INC.

ID Number: 800434879

received by electronic transmission on January 31, 2022 *, is hereby endorsed.*

Filed on January 31, 2022 *, by the Administrator.*

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



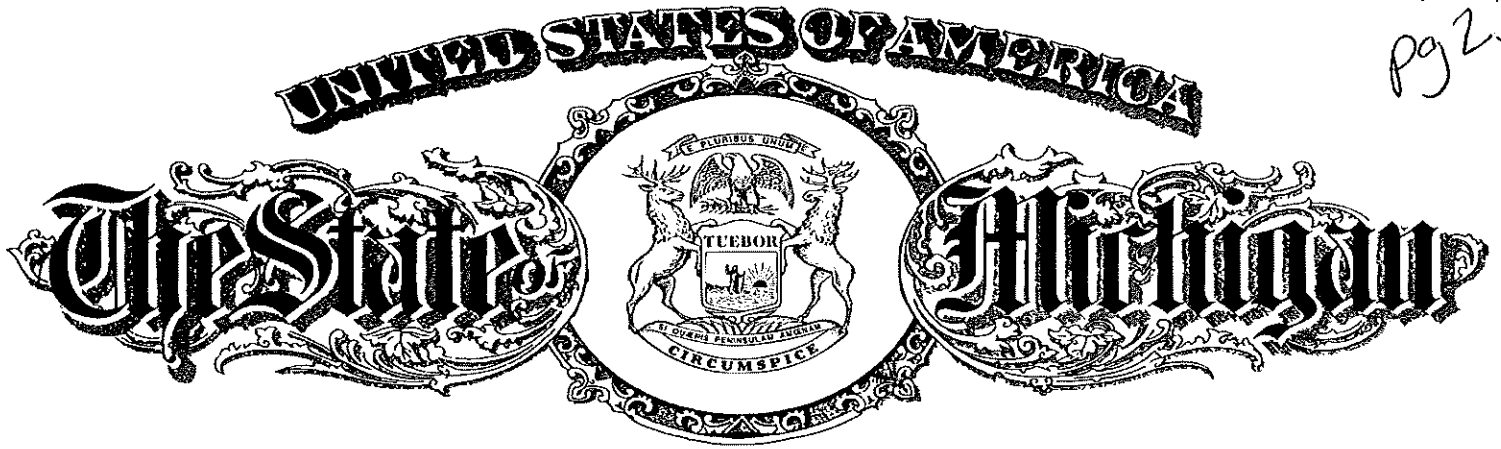
In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31st day of January, 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

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Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

123.NET, INC.

was validly incorporated on August 16 , 1996 as a Michigan DOMESTIC PROFIT CORPORATION, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 17th day of March , 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 22030540701

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RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
PUBLIC SERVICE COMMISSION

MIKE ZIMMER
ACTING DIRECTOR

GREG R. WHITE JOHN D. QUACKENBUSH SALLY A. TALBERG
COMMISSIONER CHAIRMAN COMMISSIONER

Basic Local Exchange Service License

I, Mary Jo Kunkle, Executive Secretary, Michigan Public Service Commission, certify that on April 23, 1999, in Case No. U-11877, the Michigan Public Service Commission granted 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. f/k/a Mutual Information Exchange, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on April 28, 2014, Commission staff officially approved the tariffs filed by 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. f/k/a Mutual Information Exchange, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license shall not be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. f/k/a Mutual Information Exchange, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on November 24, 2014.

Mary Jo Kunkle
Executive Secretary



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RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
PUBLIC SERVICE COMMISSION
GREG R. WHITE JOHN D. QUACKENBUSH SALLY A. TALBERG
COMMISSIONER CHAIRMAN COMMISSIONER

MIKE ZIMMER
ACTING DIRECTOR

December 8, 2014

Mr. James Kandler
123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc.
24700 Northwestern Hwy
Suite 700
Southfield, MI 48075

Dear Mr. Kandler:

The permanent license of 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc. to provide basic local exchange service in Michigan is enclosed. This license is being issued in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179, as amended MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Michigan Public Service Commission. The licensee, 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc., shall retain a copy of the license at its principal place of business and make the license and tariff available for public review.

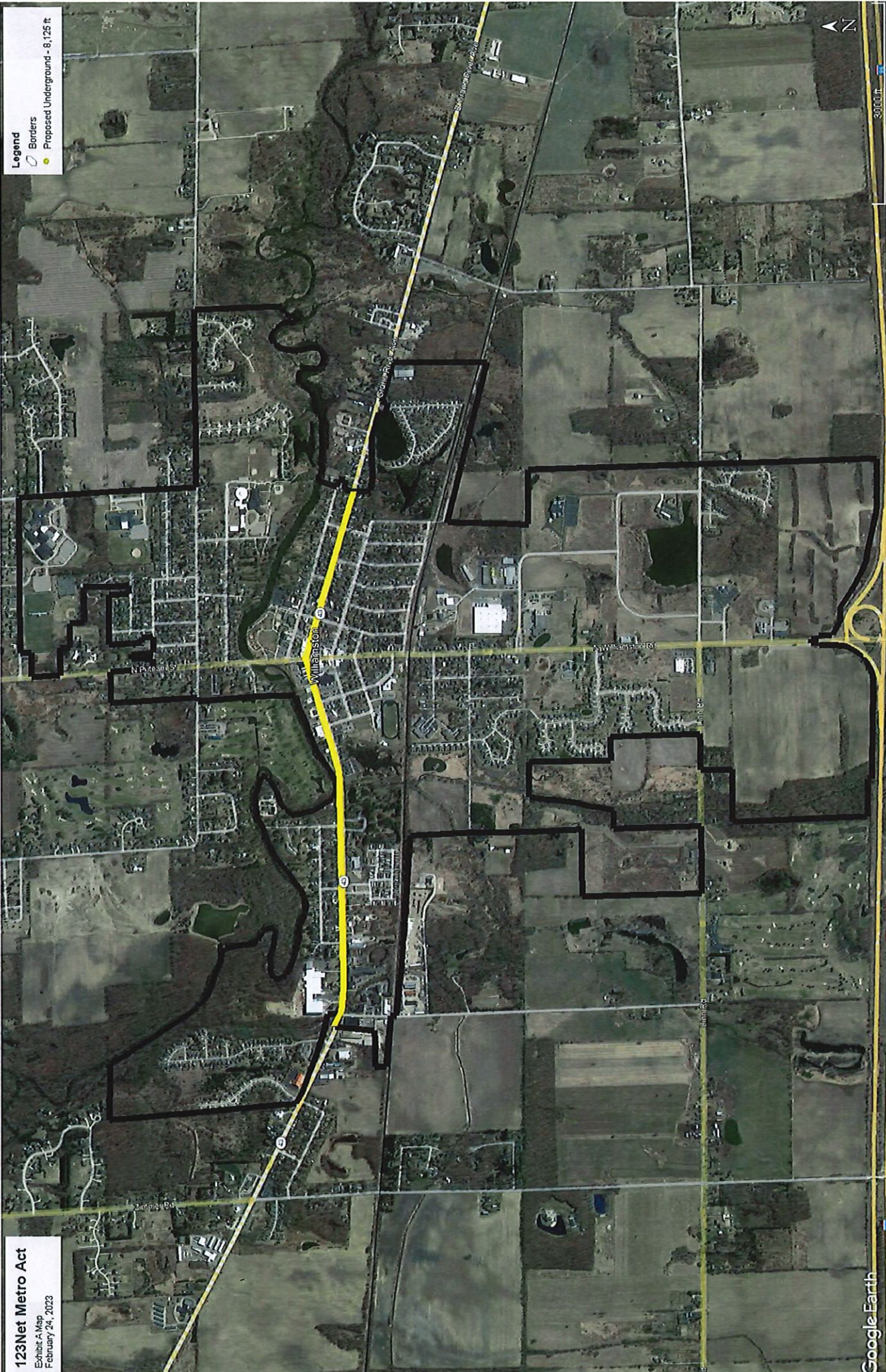
You can contact me at (517) 373-6322 or ginevanj@michigan.gov should you have any questions.

Sincerely,

Julie Ginevan
Departmental Analyst
Telecommunications Division

Enclosure

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123Net Metro Act
Exhibit A Map
February 24, 2023

Legend
Borders
Proposed Underground - 8.125 ft

Google Earth



City of Williamston
City Engineer/Director of Public Works
Office Address: 781 Progress Court

Mailing Address: 161 E. Grand River Avenue
Williamston, MI 48895
Phone (517) 655-2221
Fax (517) 996-6299

9d.
pg 1

To: City Council, John Hanifan
From: Scott DeVries, P.E.
Date: May 18, 2023
Subject: Volunteers Park – West Fence and Gate Proposal

Requested Action: The following action is requested:

1. Authorization of the installation of decorative fencing and a maintenance gate for Volunteers Park in accordance with the proposal from Clery Fence of Dansville, Michigan in the amount of \$15,100.00.

Background: Starting in 2019 the volunteer group, Friends of Williamston Parks, decided to devote attention to the City Park that was created from the vintage school playground next to the railroad tracks. The vintage playground equipment was all removed by the City because it did not meet modern playground safety requirements. The park became City property after a transaction with the Williamston Schools which included the former school building. The School building property was later separated and sold in 2016 and is now known as “The Commons”. As part of that purchase agreement with The Commons, the City is obligated to provide a border fence along the western side of the property. This was put on hold pending a potential mutual use parking lot south of The Commons. It was later determined that the mutual parking lot will not proceed.

Discussion: The Friends of Williamston Parks has partnered with the City on a series of small projects to install a new playground area, pavilion, replacement basketball benches and a formal entry to the park from the corner of School Street and South Putnam. As part of the entry project, Clery Fence has been relocating panels of the northern and eastern decorative fence. Discussions have been held with the Parks and Rec Board as well as the Friends group to determine that internal parking is not necessary, and the Master Plan has been revised (see attached). To wrap up the final major project in the park, we requested a proposal from Clery to provide a black decorative fence that closely matches the existing. It will not have ornate circles in the top row because they are expensive and difficult to find. The City does have an access easement on The Commons property, so a 12 ft maintenance gate is included. We recommend approval of the proposal from Clery for the installation of the fence and gate in the total amount of \$15,100.

Revised Park
Entry Plan

SCHOOL STREET

PUTNAM STREET

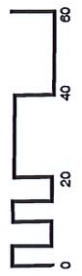
New Fence along
West park border (with
maintenance gate).
No internal parking.



KEY

- (A) PLAYGROUND
- (B) PAVILLION (24' x 26')
- (C) LANDSCAPE ENTRY
- (D) PARKING
- (E) PARK SIGNAGE
- (F) ORNAMENTAL TREE

- (G) LANDSCAPE MOUNDING
- (H) EXISTING BASKETBALL
- (I) NEW 5'-0" CONCRETE WALK/CONTAINMENT
- (J) EXISTING CONCRETE WALK
- (K) EXISTING SIGNAGE
- (L) FENCE
- (M) BENCH NODE



City of Williamston, MI
VOLUNTEERS PARK
Park Development
FINAL LAND-USE MASTER PLAN
June 2019



9d
pg 3

Clery Fence Co.

Phone: (517) 623-6910
Fax: (517) 623-6068

1430 Johnson Street
Dansville MI 48819

April 11, 2023

City of Williamston
Attn: Scott
517-712-8161
scott.devries@williamston-mi.us
Re: Volunteer Park

Furnish and install 35 sections of 3 rail black commercial grade aluminum fence with 12' double gate. No circles are included.

Total installed: \$15,100.00

*** PRICING IS GOOD FOR 30 DAYS.** The purchaser agrees to secure and pay for any required permits. The property owner is solely responsible for locating, staking, and clearing fence lines. Clery Fence is responsible for calling Miss Dig for our area of installation. Clery Fence Co. has the right to make additional changes if unusual ground conditions hinder the installation. Such conditions may be rock formations, hidden foundations, tree roots, buried cables, or other obstacles. Any changes necessary to satisfactorily complete the installation will be based on the actual labor, equipment and material cost. The purchaser agrees to pay an additional \$25.00 for each hole hand dug on top of utility lines. The purchaser also agrees that the company will not be held responsible or liable for any damage of any nature to underground obstructions, sprinkler lines, etc. Purchasers need to make plans for excess dirt. Excess dirt and hole clean up is \$25.00 per hole. There is a 3% surcharge for all credit card payments. ***THERE IS A 20% RESTOCK FEE FOR CANCELED JOBS AFTER DOWNPAYMENT IS MADE AND MATERIALS ARE ORDERED.** Our workers are fully covered and insured. Wood jobs: wood is a natural product, and we cannot warranty warping, twisting, or cracking of cedar or wolmanized lumber.

Thank you,
Brian Clery
Greg Hallock
Clery Fence Co.
Buy Local
Buy Michigan
Buy American
WE DO!



City of Williamston
City Engineer/Director of Public Works
Office Address: 781 Progress Court

ge
pg 1

Mailing Address: 161 E. Grand River Avenue
Williamston, MI 48895
Phone (517) 655-2221
Fax (517) 996-6299

To: City Council, John Hanifan
From: Scott DeVries, P.E.
Date: May 18, 2023
Subject: Trent Allen Memorial Basketball Courts – Crack Repair and Resurfacing Proposal

Requested Action: The following action is requested:

1. Authorization of the Crack Sealing and Resurfacing proposal with McKearney Asphalt & Sealing Inc. of Lansing, Michigan in the amount of \$10,995.00.

Background: In 2014 we researched crack repair systems and sport surface sealing systems for the asphalt basketball courts located in Volunteer's Park. At that time, we solicited bid proposals from three companies and only received a submittal from McKearney Asphalt as sports surfaces are somewhat of a specialty item. We have determined that the surface can last about four to five years before cracking becomes very significant again. In 2019 we again hired McKearney to perform another repair and surface treatment. We have been very pleased with the performance of the previous repairs that McKearney performed. It is time for repairs again to extend the service life of the asphalt courts. We are approaching the point that more significant rehabilitation/replacement of the asphalt will be necessary; however, we believe we can get another cycle out of the existing asphalt with the crack filling and surface coating.

Discussion: The Trent Allen Memorial basketball courts are very popular and in use daily. The court surface is worn and the major cracks have reflected through. The project is planned in the in the parks budget. We recommend approval of the proposal from McKearney Asphalt for the installation of the Crack fill and Repair system and Dynaflex Sports Surfacing in the total amount of \$10,995.

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pg 2

McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
901 E Gier St Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

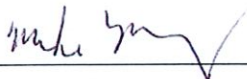
Proposal submitted to CITY OF WILLIAMSTON	Phone 655-2221	Email SHOLLAND@WILLIAMSTON-MI.US
Street 161 E GRAND RIVER	Date March 28, 2019	
city, state, and zip code WILLIAMSTON, MI. 48895	Job location 201 SCHOOL ST	
Contact SCOTT HOLLAND	Saved As CITY OF WILLIAMSTON BBALL COURT COLOR	

We hereby submit specifications and estimates for:

- **201 SCHOOL ST BAKETBALL COURTS**
COLORCOAT 2 EXISTING BASKETBALL COURTS
PATCH LOW AREAS WITH ASPHALT
- THOROUGHLY CLEAN BASKETBALL COURTS
FILL CRACKS WITH A MIXTURE OF SAND, ACRYLIC BINDER AND PORTLAND CEMENT
FURNISH AND INSTALL **TWO COATS** OF FORTIFIED **DYNAFLEX** ACRYLIC COLORCOAT
AT THE RATE OF .05 GALLONS PER SQUARE YARD
STRIPE COURTS AS PRESENTLY EXIST USING 100% ACRYLIC PAINT
FOR THE SUM OF: \$10,995.00

NOTE: CRACKS WILL REFLECT
ONE YEAR WARRANTY UPON COMPLETION ON COLORCOAT

We propose hereby to furnish material and labor - complete in accordance with above specifications
Payment to be made as follows: 50% of total amount down upon acceptance of contract & balance due upon completion, net 10 days. A time price difference of 1.5% per month will be charged on all accounts not paid when due. Should McKearney Asphalt & Sealing Inc. initiate any actions to force collection of any sums due, McKearney Asphalt & Sealing Inc. shall receive all cost incurred by McKearney Asphalt & Sealing Inc. including actual reasonable attorney fees. Quote good for 30 days.



Mike McKearney, McKearney Asphalt

Acceptance of Proposal

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted:
Date: _____ By: _____

Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records.



Over 30 years of experience
Quality workmanship at a fair price

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pg 3

Terms and Conditions

- Approval and Acceptance:** The proposal will not bind McKearney Asphalt & Sealing, Inc. ("McKearney") until the Acceptance of Proposal has been timely received by McKearney, signed by Customer or its duly authorized officer where indicated. If this proposal is not accepted by Customer and returned to McKearney within 30 days from the date of the proposal, this proposal is void and the amount of the project is subject to change.
- Changes:** No changes or alterations in the project or specifications shall be made except in writing and at prices agreed upon at the time changes are made. However, McKearney reserves the right to increase the total amount due from Customer if proposal was based upon incorrect information provided by Customer.
- Thickness:** All descriptions of paving thickness in this proposal are an estimated average. Variations in the sub base and technical limitations may result in variations in thickness and average thickness. Sufficient material will be used so that paving will perform in the manner expected of the stated, average thickness.
- Property Lines:** Customer shall: establish and designate its property lines; pay for work performed and materials provided even if all or any part of the work or material is alleged to trespass on property not owned or controlled by Customer; and indemnify and defend McKearney against any claim of trespass.
- Delays:** McKearney shall complete work in a timely fashion but will not be liable for delays due to Customer, weather, or otherwise beyond the reasonable control of McKearney.
- Permits:** Customer is responsible for any needed permits or assessments, and to determine if any are required.
- Unsuitable Sub Grade:** Customer warrants that it will provide suitable sub grade, which is a condition precedent to performance by McKearney. McKearney reserves that right to refuse to pave wet, unstable or frozen sub grade.
- Reproduction Cracks:** When resurfacing concrete, brick or asphalt ("subsurface"), McKearney is not responsible for the reproduction of cracks or expansion joints, which may occur, or for failure of the new surface due to the failure or irregularity of the subsurface.
- Minimum Grade:** McKearney reserves the right to refuse to pave any surface that has a grade of less than 1% for surface drainage. If Customer directs paving on a surface with less than 1% grade, Customer acknowledges that water ponding may occur and that unsatisfactory drainage voids any warranty.
- Stock Piling:** McKearney shall be permitted to stock pile materials necessary to perform its work on Customer's property, without cost to McKearney or damage to its materials.
- Soil Conditions:** If any unusual soil conditions are encountered that were not specified in this proposal, any resulting extra cost, for work or material, shall be paid by Customer.
- Trees and Surfaces:** McKearney shall not be responsible for: damage to trees, to include damage caused by the removal of tree roots, that occurs when preparing the job location or performing work; or for damage to driveways, walk ways or other surfaces that occurs due to the weight of McKearney's equipment.
- Hidden Objects:** McKearney assumes no responsibility for removal of or damage to hidden objects, including but not limited to irrigation lines, low voltage light wires, and invisible fencing, encountered during the performance of its work. If McKearney elects to remove, dispose of, or repair any hidden object, Customer shall bear the cost by reimbursing McKearney upon receipt of its invoice. Customer shall defend and indemnify McKearney against any injury to person or property alleged to arise from damage to or the presence of hidden objects.
- Zoning:** McKearney assumes no responsibility for determining whether Customer has the legal right or authority to pave, alter or improve the property at the job location. Customer shall: establish its rights and obtain any needed variance, easement or other permission; pay for work performed and materials provided even if all or any part of the work or material is alleged to violate any regulation, law, right, contract or ordinance; and indemnify and defend McKearney against any claim of ordinance or zoning violation or claim that Customer did not have the right to enter, pave, alter or improve the property.



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pg 1

City of Williamston


161 E. Grand River Avenue, Williamston, MI 48895
517-655-2774; fax 517-655-2797; www.williamston-mi.us

To: City Council & Staff
From: John P. Hanifan, City Manager *JPH*
Date: Meeting of May 22, 2023
Subject: City Manager's Report

- **Construction Projects:** The City will be updating its website and social media (Facebook) with regular construction project updates. I recognize this won't stop the rumors and misinformation: *THEY ARE CLOSING THE BRIDGE FOR 18 MONTHS!!! THEY ARE HIRING A TROLL TO STOP TRAFFIC ON N. PUTNAM...*etc.

Much like the agenda slot for the Road Diet, we will have a construction project update as part of the Council agenda (s) moving forward. I will continue to give updates for the multitude of meetings during the month: DDA, Chamber, TIFA, etc.

- **Parks Clean Up:** The annual parks clean up took place as planned at McCormick Park. We got a boost of help from the Williamston High School National Honor Society. Thanks to those that volunteered!
- **Volunteers Park:** The new furniture in the pavilion was installed the week of May 15th. We are waiting for a few parts for the new benches by the basketball courts. The new sidewalk in the park and reconfiguration of the fencing will take place the week of May 22nd.
- **Road Diet:** A public open house is scheduled for Wednesday, June 21st from 5pm to 7pm in Council Chambers. The plans will be on display and staff will be ready to answer questions from the public.
- **Downtown Development Authority (DDA):** Staff shared the Road Diet plans with the DDA and got great feedback including, but not limited to:

- 1) Loss of  spots on west side of South Putnam. How do we make those spots up?
- 2) Lighting at the main four corners.
- 3) N. Putnam: the striping past High Street and what that means for the bridge traffic
- 4) Signage plan
- 5) Left turn arrow on traffic signal
- 6) Activated signal pedestals to change the cycle of the traffic light to facilitate crossing
- 7) Rapid flash beacons/ mid-block crossings

- **Upcoming Agenda Items:**
 - Adoption of Fiscal Year 2023-24 Budget (June 12)
 - Issue Request for Proposals for Website Design (June 26)