

*City of Hart, Michigan*  
CITY COUNCIL AGENDA  
July 28, 2020, 7:30 PM  
Community Center, 409 State Street, Hart, Michigan

**According to the Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). According to the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications. Public meetings are being monitored and violations of statutes will be prosecuted.**

1. Call to Order
2. Roll Call – LaPorte, Burillo, Frontiera, Hegedus, La Fever, Platt, Splane
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes from July 14, 2020.
6. Public Comments, Correspondence, Events, Presentations
  - a. Public Hearing – Truth in Taxation City of Hart
7. Department Reports (\* written report will be provided)
  - a. Police b. BioPure c. Public Works d. Energy e. HEART
8. Reports of Boards, Commissions, and Committees (\*\*\*) Minutes in the packet)

1. Cemetery	9. Power	16. Tax Abatement
2. DPW	10. Recreation	17. Water/BioPure
3. Housing Board of Review	11. Parks	18. Neglected/Dangerous Properties
4. Finance/Personnel	12. Library	20. H.E.A.R.T
5. Fire Board	13. Planning	21. Hart Lake Board
6. Historic	14. TIFA***	22. Election Commission
7. Police	15. ZBA	23. Starting Block Kitchen Incubator
24. Compensation Com.		
9. Bills, Claims, Payroll
10. Action Items
  - a. Resolution 2020-43 Authorizing vote on official ballot for Worker’s Compensatio Fund
  - b. Resolution 2020-44 Authorize amendment to Joint Fire Agreement and FY 21 funding allocation
  - c. Resolution 2020-45 Authorize purchase of additional Electric Utility meters
  - d. Resolution 2020-46 Waive Bidding requirement and authorize Preventative Maintenance and SCADA system upgrades at the Diesel Plant
11. Discussion Items
  - a. Insurance Coverage on buildings leased and subleased to other entities
    - i. Library
    - ii. The Starting Block
12. City Manager Report
13. Communications from the Mayor and Council
14. Adjournment –

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**CITY OF HART**  
**407 S. STATE ST.**  
**HART, MI 49420**  
**COUNCIL PROCEEDINGS**  
**JULY 14, 2020, 7:30 pm.**  
**MINUTES - DRAFT**

**PRESENT:** Mayor Ron LaPorte (in person), Councilors: Vicki Platt (Zoom), Jason La Fever (Zoom) Rob Splane (Zoom), Catalina Burillo (Zoom), and Steve Hegedus (in person)

**ABSENT:** Joe Frontiera

**OTHERS PRESENT** City Manager – Lynne Ladner, and Deputy City Clerk - Cheri Eisenlohr.

- Mayor LaPorte called the meeting to order at 7:30 pm, following the roll call, the mayor lead the Council in the pledge of allegiance.

**AGENDA:**

- Mr. Hegedus made a motion to approve the agenda, supported by Ms. Platt, all ayes, the motion carried.
  - Ayes: 6      Nays: 0      Absent: 1

**MINUTES:**

- Mr. Splane made a motion to approve the minutes of the June 23, 2020, meeting, supported by Mr. Hegedus, all ayes, the motion carried.
  - Ayes: 6      Nays: 0      Absent: 1

**PUBLIC COMMENTS, CORRESPONDENCE, EVENTS, PRESENTATIONS:**

**DEPARTMENT REPORTS:**

- *Police Chief, Juan Salazar:*
  - A written report was provided.
- *Energy Dept. Superintendent, Mike Schiller:*
  - A written report was provided.
- *BioPure Superintendent, Paul Cutter:* Attended via Zoom
  - No report was provided.
- *DPW Superintendent, Brad Whitney:*
  - A written report was provided.
- *HEART Director, Nichole Steel:*
  - A written report was provided.

**BILLS, CLAIMS, & PAYROLL:**

- Bills: \$636,210.17 Payroll: \$61,761.00      Grand Total: \$697,971.17
  - Mr. Splane made a motion to approve, supported by Mr. Hegedus, the motion carried.
    - Ayes: 6      Nays: 0      Absent: 1
    - The mayor pointed out the need to shop local in regards to auto parts/supplies as the local business pays taxes, and the other vendor does not.

**ACTION ITEMS:**

Ms. Ladner addressed the following Action Items:

Memo

Re: Resolutions 2020-41 and 2020-42

Ladies and Gentlemen,

The two action items on the agenda both involve assessing services for the City of Hart. For the past two years since the retirement of Jim Pease, the City has contracted for assessing services through the County. This contract has provided the City with great service, more consistent interactions between the City and the County's Equalization services while financially benefiting the City with reduced human capital costs.

Resolution 2020-41 is an update and revision of the current annual term contract moving to a three-year term with an annual option to terminate, which will provide assessing services for the City for September 2020 – August 2023 at an annual rate of

\$33,300, \$34,000 and \$34,700. It is my recommendation that the Council Approve Resolution 202-41 Authorizing updated and revised contracts for continued Assessing Services.

Resolution 2020-42 is an agreement with Oceana County for the designation of the County Assessor of Record as required under the P.A. 660 General Property Tax Act before December 31, 2020. This is the first step in the designation process with at least eight other jurisdictions required to approve the agreement before the process for selecting the Assessor of Record will take place. It is my recommendation that the Council Approved Resolution 2020-42 Approve Interlocal Agreement for County Designated Assessor of Record.

Lynne

**RESOLUTION 2020-41  
City Council  
City of Hart, Michigan**

***Authorize updated and revised contract for continued Assessing Services***

WHEREAS, , the City of Hart is responsible for the evaluation and assessment of property parcels for the valuation and determination of the equalized valuation; and

WHEREAS, the City has contracted with Oceana County since 2018 for Assessing Services which has been a positive and effective assessing solution for the City; and

WHEREAS this agreement which has a three year term with annual option to terminate for both parties will provide for budgeting certainty for the near term;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

*Approves of the updated and revised agreement between the City of Hart and the Oceana County Board of Commissioners to provide property assessment and administration services commencing on September 1,2020 to August 30, 2023; and*

*The annual fees for such services will be for year 1 9/2020 – 8/2021 \$33,300, for year 2 9/2021-8/2022 \$34,000 and year 3 9/2022 – 8/2023 \$34,700; and*

*Authorizes the mayor to sign the agreement.*

Moved by Ms. Platt, supported by Ms. Burillo, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, July 14, 2020.

Ayes 6 Nays 0 Absent 1

I hereby certify this to be a true and correct copy of the document on file with the office of the



Cheri Eisenlohr, Deputy City Clerk

**RESOLUTION 2020-42  
City Council  
City of Hart, Michigan**

***Approve Interlocal Agreement for County Designated Assessor of Record***

WHEREAS, , the part of PA 660 of 2018 that amended the General Property Tax Act requiring the appointment of a qualified individual to serve as a designated assessor of record requires that the appointment must be completed no later than December 31, 2020; and

WHEREAS, the City has contracted with Oceana County since 2018 for Assessing Services and been very satisfied with the services that we receive; and

WHEREAS if this Interlocal Agreement is approved by the majority of jurisdictions in Oceana County the jurisdictions will be required to choose an Assessor of Record either by bidding process or recommendation from the County;

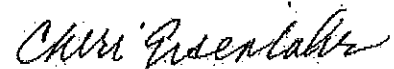
NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

*Approves the Interlocal Agreement for County Designated Assessor of Record and agrees to work with the County to choose an Assessor of Record as required by Public Act 660 of 2018.*

Moved by Mr. Hegedus, supported by Mr. Splane, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, July 14, 2020.

Ayes 6 Nays 0 Absent 1

I hereby certify this to be a true and correct copy of the document on file with the office of the



Cheri Eisenlohr, Deputy City Clerk

**SPECIAL EVENTS PERMITS:**

- None

**DISCUSSION ITEMS:**

- First Responder Hazard Pay Premiums Program

MEMO

Re: First Responder Hazard Pay Premiums Program

Ladies and Gentlemen,

As part of the CARES Act passed by the federal government and the more recent passage of the State's allocation of the federal monies including allocation of \$100 Million for First Responder Hazard Pay the City has been asked to consider authorizing the payment of Hazard Pay to the First Responders on the City's payroll.

The First Responder Hazard Pay Premiums Program provides for the potential reimbursement of up to \$1,000 in Hazard Pay to First Responders who have performed hazardous duty or work involving physical hardship related to COVID-19. This program is limited to members of the Hart Police Department for reimbursement from the federal funding and is based upon a first come first serve application process. Payments are limited \$1,000 per employee with a maximum payment to any one entity (Hart Police Department, Oceana County Sheriff Department, Mason-Oceana 911 Dispatch, etc. would each be an entity) of \$5 Million.

Our First Responders, along with all City Workers – Energy, Public Works, BioPure, and Administration all are very deserving of recognition for the work that they have continued to do throughout the COVID pandemic. If I believed

that the City could financially afford to recognize the employees for that work, I would have brought this to the Council for approval weeks ago. Unfortunately, I have not been able to identify the financial resources within the City to responsibly approach the Council for consideration of payment of Hazard Pay for City Employees.

The City does have the opportunity to apply to the First Responder Hazard Pay Premium Program; this program would provide reimbursement to the City for up to \$1,000 per employee BUT, it is not a guarantee that the City would be reimbursed and if it were the reimbursement would only be for funds paid to Police Department employees.

If the City were to apply to the First Responder Hazard Pay Premium Program, the City would be required to make the Hazard Payments by September 30, 2020, or the date of our application, whichever is first. The applications are processed on a first-come-first-serve basis until such time as the funds run out. There is no guarantee that the City would receive a grant for reimbursement of the payments, and payments will not be made until November 2020 with the deadline for applying set on September 30, 2020.

An application to the program will cost the City up to \$6,000 without a guarantee of reimbursement. It would only reimburse payments to members of the Police Department (five officers and one part-time officer qualify). As applying to this program provides reimbursement for recognition of the work of a single department, the reimbursement is not guaranteed to the City, and as this potentially has a significant financial impact on the City, I would like the Council to provide me with their guidance regarding Hazard Pay for City employees.

Lynne

- o The Council felt that this was a good program, but due to budget cuts for this fiscal year and no guarantee of reimbursement, the City will not be applying for the benefit.

- Noxious Weeds in Downtown Area

MEMO

Re: Noxious weeds in Downtown

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Ladies and Gentlemen,

In the downtown area, there is an overgrown area located in the alley East of State St. in the first block south of the lake. In previous years the City has cut down the overgrowth and attempted to remove the unwanted plant life to no success.

Having received complaints about the overgrowth this year, the Public Works department began researching how best to eradicate the unwanted plant life in this area only to discover that it is a plant known as Japanese knotweed. These plants are designated as an invasive noxious weed and are actually prohibited in the State of Michigan. DPW, in discussions with the County Conservation office, has been advised not to trim or otherwise attempt to remove or reduce the plants as this will spread the infestation and actually spur more vigorous growth in the current location. The location has been sent to the Invasive Species Team at the Muskegon Conservation District as they are tasked with treating plant sites in Oceana County.

It should be noted that though the use of some herbicides as the City has done in the past will provide temporary respite from the obvious growth of the plant they are a root centric plant and can have as much as 80% of their growth underground which is not affected by the application of herbicides above ground.

Lynne

- o Mr. Sadler voiced his concerns that raccoons, skunks, and individuals using drugs were congregating in this area.
  - The City will contact animal control for options with the wildlife problem. Otherwise, the City will follow protocols set forth by the Conservation District/County.
- Design of Hart Lake Water Trail Sign base
  - o It was decided to go with a covered base option.
  - o The board asked for better mileage clarification on the map of the lake trails.
  - o The signage will be placed at the Dam, Veteran's Park, John Gurney Park, and the Hart Commons.
  - o The sign will be altered to indicate that the S. Pentwater River Point is a future development.

**CITY ATTORNEY'S REPORT:**

- No report was given/provided.

**CITY MANAGER'S REPORT:**

- The auditors are arriving tomorrow.
- MPPA & HEART meetings took place on July 13<sup>th</sup>.

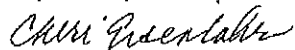
- Music on the Commons will be Thursday, July 16. The concert is featuring ClusterPluck. Food donations are being accepted for the food pantry. Donors will receive a poster of ClusterPluck.
- The office staff is back in the office full-time.

**COMMUNICATIONS FROM THE MAYOR AND COUNCIL:**

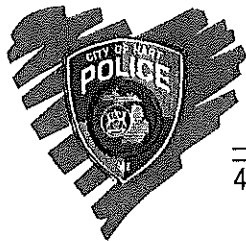
- Additional appointment by Mayor to Board of Zoning Appeals – the mayor appointed one additional person to the board: Jim Cunningham
  - All members were in approval of his choice.

There being no further business to come before the Council, the meeting adjourned at 8:20 pm upon a motion by Mr. Hegedus and supported by Ms. Platt. The next regularly scheduled meeting will be on July 28, 2020, at 7:30 pm, in the Hart Community Center.

Respectfully Submitted



Deputy City Clerk



# City of Hart Police Department

407 State Street

Ph. (231)873-2488 Fax (231)873-0100

Hart, MI 49420-1259

Juan Salazar, Chief

**TO:** City of Hart Mayor, City Council, and City Manager  
**FROM:** Juan Salazar, Chief of Police  
**DATE:** July 28<sup>th</sup>, 2020

## RECENT EVENTS

From Thursday, July 9<sup>th</sup>, 2020, through Wednesday, July 22<sup>nd</sup>, 2020, the Hart Police Department received 86 complaints ranging from Found Property, Animal Complaints, Malicious Destruction of Property, Medical Assists, Vehicle Violations, Suspicious Situations, Assist to Other Agencies, Larcenies, Noise Complaints, Trespassing, Illegal Dumping, Family Troubles, Disturbing the Peace, Unlawful Driveaway of a Motor Vehicle, Property Damage Crashes, Alarms and Well-Being Checks.

On Friday, July 10<sup>th</sup>, 2020, the Hart Police Department, along with LIFE EMS, were dispatched to the 100 block of Hart Street for a 26-year-old Hart man who had overdosed on Heroin. Residents of the home were able to revive the man via Narcan. The man left the residence on foot prior to officers arrival. An investigation is ongoing.

On Friday, July 10<sup>th</sup>, 2020, the Hart Police Department were dispatched to the 400 block of Courtland Street in reference to a surveilling an unclothed person complaint. A 22-year-old Shelby woman reported a 26-year-old Hart man had photographed her without her permission while she slept in the nude. An investigation is ongoing.

On Sunday, July 12<sup>th</sup>, 2020, the Hart Police Department initiated a traffic stop on Polk Road near Oceana Drive, regarding an equipment violation. A 21-year-old Shelby man was cited for Driving While License Suspended.

On Sunday, July 12<sup>th</sup>, 2020, the Hart Police Department initiated a traffic stop on Hart Street near Jefferson Street, regarding an equipment violation. A 34-year-old Hart man was cited for Driving While License Suspended.

On Thursday, July 16<sup>th</sup>, 2020, the Hart Police Department was dispatched to the 700 block of Dryden Street referencing a Unlawful Driveaway of a Motor Vehicle. A 36-year-old Hart woman had noted her 2002 Pontiac Grand Am missing from the home. Through investigation, the vehicle was located in Fruitport Township in Muskegon. The vehicle in question was involved in a Hit & Run Accident which was being investigated by the Fruitport Township Police Department. The department has been in contact with the Fruitport Township Police Department referencing this matter. An investigation is ongoing.

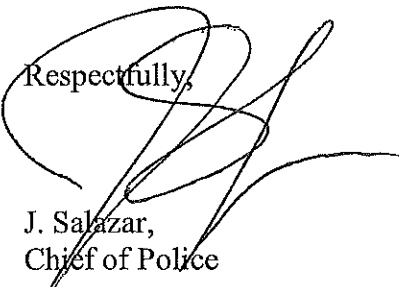
On Saturday, July 18<sup>th</sup>, 2020, the Hart Police Department initiated a traffic stop on Polk Road near Comfort Drive, regarding a vehicle violation. A 24-year-old Shelby man was cited for Driving While License Suspended.

On Saturday, July 18<sup>th</sup>, 2020, the Hart Police Department was dispatched to the 1000 block of State Street referencing a Private Property Damage Crash involving two (2) vehicles. A 70-year-old Hart man was cited for Operating a Motor Vehicle without a License.

On Sunday, July 19<sup>th</sup>, 2020, the Hart Police Department initiated a traffic stop on Jefferson Street near Water Street, regarding a vehicle violation. A 26-year-old Hart man was cited for Operating a Motor Vehicle without Insurance.

On Monday, July 22<sup>nd</sup>, 2020, the Hart Police Department was dispatched to the 2000 block of Comfort Drive referencing a disturbance / unruly customer. A 31-year-old Hart man was upset and causing a disturbance referencing a local buisness preparing his sandwich incorrectly. When officers arrived on scene the man began video recording his encounter with officers, via his cellular phone. The man was asked to leave the buisness which he later complied with officers. A report will be submitted to the Oceana County Prosecutor's Office referencing criminal prosecution.

Respectfully,



J. Salazar,  
Chief of Police



Heart Economic and Redevelopment Team  
49 W State Street  
Hart, MI 49420  
231.301.8449

## DIRECTOR'S REPORT

JULY 28, 2020

### EVENTS

- July 30, 2020 - Music On The Commons featuring The American Hotel System @ 7pm
- Hart Sparks is tentatively rescheduled for Thursday, August 27<sup>th</sup> following Music on the Commons. HEART moved its next board meeting to Aug 12<sup>th</sup> to make a final determination on the event.

### UPDATES

- Beautification Committee is working on a punch list, timeline and volunteers to do small cleanup projects throughout Hart.
- Five HEART sub-committees will begin meeting to discuss how to pursue objectives in the categories of Education, Infrastructure, Destination Marketing, Regional Collaboration and Industry Activities as identified in Hart's Economic Development Strategic Plan.
- Attended a Brownfield Revitalization workshop.
- Creating a new HEART website with economic tools, resources, incentives, available properties, relocation information, demographic studies and much more.

Respectfully Submitted,

Nichole Steel  
Economic & Community Development Director



## CITY OF HART

407 S. STATE ST.  
HART, MI 49420

### TAX INCREMENT FINANCE AUTHORITY (TIFA)

July 9, 2020, at 1:00 pm

**PUBLIC INFORMATIONAL MEETING at 1:45 pm**

**MINUTES – DRAFT**

**Members Present via Zoom or in-person:** Steve Bruch, Gale Goldberg, Scott Hegg, Bill Hegg, and Lynne Ladner

**Members absent:** Tracey Lipps

**Others present:** HEART Director – Nichole Steel, Deputy City Clerk – Cheri Eisenlohr

**Call to Order:** Mr. Bruch called the meeting to order at 1:07 pm. Voice rollcall was then taken.

**Agenda/Minutes Approval:**

- Mr. S. Hegg made a motion to approve the agenda as well as the minutes from the June 3, 2020 meeting, supported by Ms. Ladner, all ayes, motion carried.

**Public Comments:** Public attended via Zoom - None

**Action Items:** None

**Discussion Items:**

- Identify areas for the sidewalk replacement program
  - Ms. Ladner will ask DPW Superintendent, Brad Whitney to come up with a list of sidewalks throughout the City that need replacing/repairs and then proceed to prioritize. The list will be presented at the next TIFA meeting.
- Status of Pocket Park Construction
  - Ms. Ladner advised that Dale and Gail's and Lakeside Family Fitness would have their plantings removed from the area on the 17<sup>th</sup>. Materials are arriving for the project; the tentative finish date is late October.

**Communications From Members:**

- Mr. S. Hegg asked about the rescheduling of the fireworks, Ms. Ladner advised him that they are now scheduled to take place after the Scottville Clown Band performs at the Commons on August 27, with a rain date of September 6.

Mr. S. Hegg made a motion to adjourn the meeting at 1:24 pm, supported by Ms. Ladner, voice rollcall, all ayes, the motion carried, and the meeting adjourned.

The next regularly scheduled meeting is August 13, 2020, at 1:00 pm.

PAYROLL AMOUNTS					
07/23/20					
Pay 489		GROSS PAY	OVERTIME	ETO BUYBACK	BASE PAY
Employee Code	Dept.		PAY		
FULL-TIME					
DIR.	MSM	\$1,971.20	\$0.00	\$0.00	\$1,971.20
DPW1	DPW	\$2,295.02	-\$75.66	\$0.00	\$2,219.36
DPW2	DPW	\$2,383.29	-\$365.69	\$0.00	\$2,017.60
DPW3	DPW	\$2,461.44	-\$205.12	\$0.00	\$2,256.32
DPWS	DPW	\$2,436.00	\$0.00	\$0.00	\$2,436.00
ENERGY1	Energy	\$3,857.28	\$0.00	\$0.00	\$3,857.28
ENERGY2	Energy	\$3,214.40	\$0.00	\$0.00	\$3,214.40
ENERGYS	Energy	\$3,860.00	\$0.00	\$0.00	\$3,860.00
ENERGY3	Energy	\$3,102.00	\$0.00	\$0.00	\$3,102.00
ENERGY4	Energy	\$2,369.84	\$0.00	\$0.00	\$2,369.84
DCC	Office	\$1,595.20	\$0.00	\$0.00	\$1,595.20
MGR.	Office	\$3,640.80	\$0.00	\$0.00	\$3,640.80
CC	Office	\$2,018.40	\$0.00	\$0.00	\$2,018.40
DCC	Office	\$1,416.00	\$0.00	\$0.00	\$1,416.00
PO	Police	\$2,701.44	-\$604.80	\$0.00	\$2,096.64
PO	Police	\$2,886.24	-\$816.48	\$0.00	\$2,069.76
PO	Police	\$2,533.28	-\$465.28	\$0.00	\$2,068.00
PC	Police	\$2,524.80	\$0.00	\$0.00	\$2,524.80
DS	Police	\$2,428.80	\$0.00	\$0.00	\$2,428.80
BIOS	WW	\$2,886.40	\$0.00	\$0.00	\$2,886.40
BIOS	WW	\$2,496.78	-\$277.42	\$0.00	\$2,219.36
BIOS	WW	\$2,515.93	-\$464.73	\$0.00	\$2,051.20
<b>TOTAL</b>		<b>\$57,594.54</b>	<b>-\$3,275.18</b>	<b>\$0.00</b>	<b>\$54,319.36</b>
<b>COUNCIL</b>					
CC1		\$0.00	\$0.00	\$0.00	\$0.00
CC2		\$0.00	\$0.00	\$0.00	\$0.00
CC3		\$0.00	\$0.00	\$0.00	\$0.00
CC4		\$0.00	\$0.00	\$0.00	\$0.00
CC5		\$0.00	\$0.00	\$0.00	\$0.00
CC6		\$0.00	\$0.00	\$0.00	\$0.00
CC7		\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PART-TIME</b>					
MGR.	HHD	\$893.20	\$0.00	\$0.00	\$0.00
EW	Office	\$0.00	\$0.00	\$0.00	\$0.00
DPW	DPW-PT	\$851.25	\$0.00	\$0.00	\$0.00
CEO	Office	\$0.00	\$0.00	\$0.00	\$0.00
PPO	POL-PT	\$105.00	\$0.00	\$0.00	\$0.00
PPO	POL-PT	\$300.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$2,149.45</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL PAYROLL</b>		<b>\$59,743.99</b>	<b>-\$3,275.18</b>	<b>\$0.00</b>	<b>\$54,319.36</b>

OVERTIME HOURS WORKED							Item 9
Pay Period 7/03/2020 to 07/16/2020		Pay 489	PAID HOURS			Call-Out	Pay Date 7/23/2020
EMPLOYEE NAME	DEPT.	DATES WORKED	1.5x	2x	2.25x	Sched.	REASON
Chris Kies	BPTF	7/6,11,12	4.00	2.50		S	Labs, Irrigation
Frank Lloyd	BPTF	7/3,4,5	4.75	5.50		S/C	Labs, Irrigation, Blower Alarm
Jason Riggs	DPW	7/11,12,14,15,16	4.00	1.00		S	Garbage Duty, Painting Stripes
Mike Eisenlohr	DPW	7/3,4,5,14,15,16	5.00	3.00		S	Garbage Duty, Painting Stripes, Water Leak
Matt Adams	DPW	7/14,15	2.00			S	Painting Stripes
Terry Birkman	Energy						
Andy Van Zoeren	Energy						
Nathan Gowell	Energy						
Scott Van Agtmael	Energy						
Shawn Anderson	Police	7/4/2020			10	S	Holiday Worked
Brian Hintz (PT)	Police						
Kevin Skipski	Police						
Joe Ingalls	Police	7/4,5,10	3.00	11.50		S	Holiday Worked, Shift Coverage
Elizabeth Mantyck	Police	7/4/2020			8	S	Holiday Worked
David Malotke (PT)	Police						

# Memo

To: Mayor and Council  
From: Lynne Ladner  
Date: 07/24/20  
Re: Resolution 2020-43 Worker's Comp ballot

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Ladies and Gentlemen,

The City of Hart utilizes the Michigan Municipal League Worker's Compensation Insurance program to provide our worker's compensation insurance. At their annual meeting in 2020 there are two positions on the board of trustees open for election and two people nominated for the positions.

As a member of the fund the City has the opportunity to vote in the election process but the City's vote requires action of the governing body.

It is my recommendation that the Council adopt Resolution 2020-43 Authorizing casting the vote on the Official Ballot for the Worker's Compensation Fund for Marlon Brown, City of Mason and Penny Hill City of Traverse City.

Lynne

**RESOLUTION 2020-43**  
**City Council**  
***City of Hart, Michigan***

***AUTHORIZING VOTE ON OFFICIAL BALLOT FOR  
WORKERS COMPENSATION FUND***

WHEREAS, there are two Trustee positions open with four year terms beginning October 1, 2020 for the Michigan Municipal League Workers' Compensation Fund; and

WHEREAS, Marlon Brown, City of Mason, appointee, and Penny Hill, City of Traverse City, appointee, are seeking election; and

THEREFORE, BE IT RESOLVED that the City Manager be authorized, by action of this governing body, to cast and mail a vote for the above persons to serve as trustees for four year terms beginning October 1, 2020 for the Michigan Municipal League Workers' Compensation Fund

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, July 28, 2020.

Ayes            Nays            Absent

I hereby certify this to be a true and correct copy of  
the document on file with the office of the

\_\_\_\_\_  
Cheri Eisenlohr, Deputy City Clerk

THE CANDIDATES  
Four-year terms beginning October 1, 2020



*Marlon Brown, Mayor Pro Tem, City of Mason*

Marlon Brown was first elected to the Mason City Council in 2012 and presently serves as mayor pro tem. He serves on the Elected Officials Academy Advisory Board and previously served on the MML Board of Trustees. In addition to his role on the city council, Brown has served as chairperson of the Mason Sesquicentennial Steering Committee, vice chair of the Mason Planning Commission, vice chair of the Mason Historic District Commission, and secretary of the Ingham County Economic Development Corporation board of directors. He is involved with several community organizations including the Mason Orchestral Society and the Mason Area Chamber of Commerce. Brown works for the State of Michigan as the Director of Policy and Legislative Affairs for the Department of Licensing and Regulatory Affairs (LARA). He earned a BS in political science from American University, a master of public administration from the University of Delaware, and is currently pursuing a doctorate in public administration at Valdosta State University. Moreover, he is an alumnus of the Michigan Political Leadership Program at Michigan State University. Marlon is seeking election to his first term.



*Penny Hill, Assistant City Manager, Traverse City*

Penny has been a municipal government official since 1988, serving at various times as Clerk, Treasurer, and Manager. She currently serves as Traverse City's Assistant Manager. Penny is an active member of the Michigan Municipal League, having served on its Board of Directors, and as Vice-Chairperson of Region 6. Penny is also an active member of the Michigan Municipal Executives (formerly Michigan Local Government Manager's Association), serving as its President in 2013. She is a member of the Board of Directors for the Grand Traverse Regional Community Foundation. Penny is seeking election to her first term.

Michigan Municipal League  
Workers' Compensation Fund

OFFICIAL BALLOT - 2020

Vote for two Trustees by marking the line to  
the left of the name for four-year terms  
beginning October 1, 2020.

\_\_\_ Marlon Brown, Appointee  
Mayor Pro Tem, City of Mason

\_\_\_ Penny Hill, Appointee  
Assistant Manager, City of Traverse City

---

Write-in Candidate

I hereby certify that:

---

(Municipality/Agency)

by action of its governing body, has authorized its  
vote to be cast for the above persons to serve as  
Trustees of the Michigan Municipal League  
Workers' Compensation Fund.

---

Official Signature  
Date:

Ballot deadline:  
August 13, 2020

# Memo

To: Mayor and Council  
From: Lynne Ladner  
Date: 07/24/20  
Re: Resolution 2020-44 Authorize amendment to Joint Fire Agreement and FY 21 allocation

---

Ladies and Gentlemen,

Hart Area Fire Department board is seeking to amend the Joint Fire Agreement to modify the language in Financing, Section 8 adoption of the budgets to read "The Board shall designate 15% or more of the annual revenue from the Parties, for capital improvement and shall maintain these funds in a separate and disgnated Capital Improvements Fund." They have also requested that each party to the agreement allocates the equivalent of one (1) mill of property taxes to the Hart Area Fire Department for FY 2021.

The allocation of the equivalent of one (1) mill of property taxes has already been included in the FY 2021 budget

It is my recommendation the the Council adopt Resolution 2020-44 to Authorize amendment to Joint Fire Agreement and FY 21 allocation.

Lynne

**RESOLUTION 2020-44**  
**City Council**  
***City of Hart, Michigan***

***AUTHORIZING AMENDMENT TO JOINT FIRE ADMINISTRATIVE  
BOARD AGREEMENT AND ALLOCATING OF THE EQUIVALENT OF ONE  
(1) MILL OF PROPERTY TAXES TO THE HART AREA FIRE  
DEPARTMENT FOR FY 2021***

WHEREAS, the City of Hart participates in an interlocal multi-party agreement for the provision of fire protection services; and

WHEREAS, Joint Fire Administrative Board has determined the need to increase the amount of funds allocated for capital improvements to fund necessary equipment replacement; and

WHEREAS, the increased allocation of funds necessary for capital improvements necessitates the need to increase the amount of money contributed by each party in the agreement from the equivalent of 0.65 mills to 1.0 mills the maximum allowed in the agreement in order to maintain current operations and make the necessary capital improvement allocations;

*NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:*

*Authorizes amendment to Financing, Section 8 adoption of the budgets to read "The Board shall designate 15% or more of the annual revenue from the Parties, for capital improvement and shall maintain these funds in a separate and designated Capital Improvements Fund." and*

*Allocates the equivalent of one (1) mill of property taxes to the Hart Area Fire Department for FY 2021*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, July 28, 2020.

Ayes            Nays            Absent

I hereby certify this to be a true and correct copy of the document on file with the office of the

\_\_\_\_\_  
Cheri Eisenlohr, Deputy City Clerk



# HART AREA FIRE DEPARTMENT

808 S. STATE STREET  
P.O. BOX 125  
HART, MI 49420  
PH. & FAX (231) 873-3378  
DISPATCH (231) 869-5858  
WWW.HARTFIREDEPARTMENT.ORG

TO: City of Hart, Weare Township  
Hart Township, Golden Township

FROM: Hart Area Administrative Board

DATE: May 5, 2020

SUBJECTS: Agreement Change Request

At the Hart Area Fire Administrative Board meeting held on April 30, 2020 the proposed agreement modification was passed.

Enclosed is the agreement as it now stands. Also included is the change to section 8 of the agreement, with the change highlighted. Due to the change in the funding, the agreement needed to be modified to reflect how the additional money will be allocated.

The amount of 15% was determined by reviewing the last three years of records. The amount put into Capital Improvement ranged from 14.8% to 18% when the rate was .65. If at some point in the future the rate should change from the 1 mil to something less than that, the department could still operate but would have a negative impact on Capital Improvement purchases.

Included is page 2 of the agreement. Please advise the Hart Area Fire Administrative Board that the change in the agreement has been approved.

Please contact Chairman Gary Beggs if there are any questions.

Sincerely,

Daniel Leimback  
Sec/Treasurer

# Current

4. Fire Equipment: The Parties agree that all of the fire equipment and other property previously held under legal title, or by possessory interest, by the administrative board and / or fire department created by the 1966 Fire Protection Agreement (the "1966 Board/Department") and all liabilities shall be transferred to and held by the Department and or the Board pursuant to this agreement, and the Parties agree to cooperate in execution of any documents, necessary to effectuate such transfer except the land and fire barn shall remain the sole ownership of the City of Hart. The 808 South State St Vacant property purchased January 14, 2003, shall be retained by the Hart Area Fire Administrative Board: the property legally described as follows: The North 63 feet of the West Half ( W -12 ) of Lot 2, Block 39 and Wigton's Second Addition to the City of Hart.

## FINANCING

5. Fiscal Year: The fiscal year of the Department shall be from July 1 through June 30.

6. Proposed Budget: By the February meeting of each year, the Board shall submit a proposed Budget for expenses for the following fiscal year to the Parties. The Parties shall adopt, amend or reject the proposed budget.

7. Annual Meeting: Preceding the regular scheduled Board meeting in or immediately following the month of April the, Annual Meeting of the Board shall be held with the purpose of adoption of the Budget for the following fiscal year. The Annual Meeting will be held at the Hart Area Fire Station.

8. Adoption of the Budgets: The Parties shall approve their budget share of or before April 30 of each year and submit proof of adoption to the Board which shall adopt the budget at their Annual Meeting. The Annual Budget shall be allocated to the Parties in accordance with the schedule contained herein. The Board shall designate 15% or more of the annual revenue from the Parties for Capital Improvement and shall maintain these funds in a separate and designated Capital Improvement Fund. Capital Improvement shall be defined as real property and equipment purchases of \$10,000 or greater or as amended by the board.

9. Budget shares will be allocated to each Party equivalent to a millage which shall not exceed 1 mil. For example, if the taxable value for all parties was \$300,000,000, and the budget of the Hart Area Fire Department was \$200,000 the equivalent millage would be 0.67 mil and each Party would pay the equivalent of 0.67 mils.

10. Appropriations: The Parties shall, beginning July 1<sup>st</sup>, of each year after adoption of the Budget pursuant to Paragraph 8, make quarterly payment to the Treasurer of the Board for their individual shares of the Budget.

New

## Financing

8. Adoption of the Budgets: The parties shall approve their Budget share on or before April 30 of each year and submit proof of adoption to the Board which shall adopt the budget at their Annual Meeting. The Annual Budget shall be allocated to the Parties in accordance with the schedule contained herein. The Board shall designate 15% or more of the annual revenue from the Parties, for capital improvement and shall maintain these funds in a separate and designated Capital Improvement Fund. Capital Improvement shall be defined as real property and equipment purchases of \$10,000 or greater or as amended by the board

# Memo

To: Mayor and Council  
From: Lynne Ladner  
Date: 07/24/20  
Re: Resolution 2020-45 Authorize purchase of additional Electric Utility meters

---

Ladies and Gentlemen,

The Electric Utility continues to add additional customers and accounts necessitating that the Utility have electric utility meters on hand to provide that service and the City has chosen to work with Eaton for the AMI systems for the Utility

It is my recommendation that the Council approve Resolution 202-45 Authorizing the purchase of 34 meters of various sizes and configurations as determined by the Utility Superintendent in the amount of \$11,056.00 with the additional amount of \$221.12 for freight for a total of \$11,277.12

Lynne

**RESOLUTION 2020-45**  
**City Council**  
***City of Hart, Michigan***

***AUTHORIZING PURCHASE OF ADDITIONAL ELECTRIC UTILITY METERS***

WHEREAS, the City of Hart owns and operates a Municipal Electric Utility; and

WHEREAS, it is necessary to ensure that a timely response to customer requests and maintenance and repair needs associated with the placement of meters to account for electric power use; and

WHEREAS, the Electric Utility continues to add additional customers and accounts necessitating that the Utility have electric utility meters on hand to provide that service and the City has chosen to work with Eaton for the AMI systems for the Utility;

*NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:*

*Authorizes the purchase of 34 meters of various sizes and configurations as determined by the Utility Superintendent in the amount of \$11,056.00 with the additional amount of \$221.12 for freight for a total of \$11,277.12*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, July 28, 2020.

Ayes            Nays            Absent

I hereby certify this to be a true and correct copy of the document on file with the office of the

\_\_\_\_\_  
Cheri Eisenlohr, Deputy City Clerk



Powering Business Worldwide

# Customer Quotation

Cannon Technologies, Inc.  
3033 Campus Drive - Suite 350N  
Minneapolis, MN 55441  
Phone: (763)-595-7777  
Fax: (763)-543-7777

Quotation Number **22459745** Date **05/15/2020**  
Cust. purchase order no. **05/15/2020 - JRS** Cust. no. **908075**  
Prepared By **Jill Skarsten**  
Validity period **05/15/2020 to 06/30/2020**  
Sales Representative **900007966 / DAN SCRIMA**  
Customer Service Contact **JILL SKARSTEN** Tele: **763-543-7685** Fax: **763-543-7777**

**Sold-to address**  
CITY OF HART  
407 STATE STREET  
HART MI 49420-1259  
US

**Ship-to address**  
CITY OF HART  
3907 NORTH OCEANA DRIVE  
HART MI 49420-9426  
US

**Incoterms:** Pre-Paid FOB PLANT  
**Payment Terms:** Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
<b>Cust.item Catalog Number</b>						
<b>Cust.Material Number</b>						
10	10	EA	RFN IT C1SX 2S CL320 240V Lbl 410-ITCE02SA051301 LEAD TIME 18 WEEKS, ARO Commodity code 9028300000	410-ITCE02SA051301	153.00	1,530.00
20	6	EA	RFN 430ELA3T 3S CL20 Lbl 430-ELA3S3SD661510 LEAD TIME 20 WEEKS, ARO Commodity code 9028300000	430-ELA3S3SD661510	394.00	2,364.00
30	5	EA	RFN 430ELA3T F4S CL20 Lbl 430-ELA3S4SD301510 LEAD TIME 20 WEEKS, ARO Commodity code 9028300000	430-ELA3S4SD301510	394.00	1,970.00
40	2	EA	RFN 430ELA3T 9S CL20 Lbl 430-ELA309SC35151 LEAD TIME 20 WEEKS, ARO Commodity code 9028300000	430-ELA309SC35151	394.00	788.00
50	2	EA	RFN 430ELA3R F9S CL20 Lbl 430-ELA309SC231510 LEAD TIME 20 WEEKS, ARO Commodity code 9028300000	430-ELA309SC231510	429.00	858.00
60	3	EA	RFN 430ELA3T F16S CL200 Lbl 430-ELA316SC981510 LEAD TIME 20 WEEKS, ARO Commodity code 9028300000	430-ELA316SC981510	394.00	1,182.00
				3.000 Country of origin		

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect. Orders are accepted subject to Cooper Power Systems terms and conditions of sale which are included or have been provided previously to buyer.



Powering Business Worldwide

Cannon Technologies, Inc.  
3033 Campus Drive - Suite 350N  
Minneapolis, MN 55441  
Phone: (763)-595-7777  
Fax: (763)-543-7777

# Customer Quotation

Quotation no./Date  
22459745 / 05/15/2020

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
<b>Cust.item Catalog Number</b>						
<b>Cust.Material Number</b>						
70	2	EA	RFN 430ELA3T F12S CL200 Lbl 430-ELA312SC771510 LEAD TIME 20 WEEKS, ARO	430-ELA312SC771510	394.00	788.00
80	1	EA	RFN 430ELA3T 6S CL20 Lbl 430-ELA306SC571510 LEAD TIME 20 WEEKS, ARO	430-ELA306SC571510	394.00	394.00
90	3	EA	RFN 430ELA3T 2S CL200 Lbl 430-ELA3S2SD231510 METER PROFILE REQUIRED Commodity code 9028300000 PART NUMBER AND PRICING USED FOR QUOTING PURPOSES ONLY AND ARE SUBJECT TO CHANGE BASED ON THE SELECTIONS MADE DURING COMPLETION OF THE METER PROFILE. LEAD TIME 22-23 WEEKS TO ALLOW TIME FOR NEW PART SET UP.	430-ELA3S2SD231510	394.00	1,182.00
<b>Product Subtotal</b>						<b>11,056.00</b>
<b>Cannon Frt Chg</b>						<b>221.12</b>
<b>Final amount in USD</b>						<b>11,277.12</b>

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect. Orders are accepted subject to Cooper Power Systems terms and conditions

# Memo

To: Mayor and Council  
From: Lynne Ladner  
Date: 07/24/20  
Re: Resolution 2020-46 Waive Bidding requirement and authorize Preventative Maintenance and SCADA system upgrades at the Diesel Plant

---

Ladies and Gentlemen,

Due to requests for additional peak generation capacity throughout the state and the City's current capacity to provide back-up and peak generation which can be used to offset the City's power purchases during periods of peak or emergency need for the electric grid as well as increase system reliability requires that the City complete the work of bringing the plant and generators into current compliance.

In order to utilize our additional generation capacity – the diesel generators, preventative maintenance on they system at the Diesel Plant that has been deferred for more than twenty (20) years and needs to be completed before the safe operation of the generators at restart can be done. Additionally, the upgrades to the SCADA system can not be bid out as the equipment must integrate with the existing system which is sold and serviced by Utilities Instrumentation Service (UIS), and bidding would require the replacement of the entire SCADA system not just upgrades to the system at the Diesel Plant

It is my recommendation the the Council approve Resolution 2020-46 Waiving the bidding requirement for the SCADA system preventative maintenance and upgrades at the Diesel Plant; and Authorizes the completion of preventative maintenance work at the Diesel Plant by UIS in the amount of \$6,281 and system upgrades by UIS in the amount of \$4,371 for a total project cost of \$10,652.

Lynne

**RESOLUTION 2020-46**  
**City Council**  
***City of Hart, Michigan***

***WAIVE BIDDING REQUIREMENT AND AUTHORIZING PREVENTATIVE  
MAINTENANCE AND UPGRADES TO SCADA SYSTEM AT DIESEL  
PLANT***

WHEREAS, the City of Hart owns and operates a Municipal Electric Utility; and

WHEREAS, the SCADA system provides valuable and necessary information to the City and Electric Utility employees to maintain, repair and monitor the utility's generation and distribution equipment; and

WHEREAS, due to requests for additional peak generation capacity throughout the state and the City's current capacity to provide back-up and peak generation which can be used to offset the City's power purchases during periods of peak or emergency need for the electric grid as well as increase system reliability; and

WHEREAS, preventative maintenance on they system at the Diesel Plant have been deferred for more than twenty (20) years and needs to be completed before the safe operation of the generators at restart; and

WHEREAS, the upgrades to the SCADA system can not be bid out as the equipment must integrate with the existing system which is sold and serviced by Utilities Instrumentation Service (UIS), and bidding would require the replacement of the entire SCADA system not just upgrades to the system at the Diesel Plant;

*NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:*

*Waives the bidding requirement for the SCADA system preventative maintenance and upgrades at the Diesel Plant; and*

*Authorizes the completion of preventative maintenance work at the Diesel Plant by UIS in the amount of \$6,281 and system upgrades by UIS in the amount of \$4,371 for a total project cost of \$10,652.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, July 28, 2020.

Ayes            Nays            Absent

I hereby certify this to be a true and correct copy of  
the document on file with the office of the

\_\_\_\_\_  
Cheri Eisenlohr, Deputy City Clerk



<b>Date</b> May 1, 2020	<b>To:</b> Mr. Mike Schiller City of Hart, MI
<b>Description</b> REPLACEMENT RELAY	
<b>Quote #</b> 200708	
<b>Estimator</b> Gary Walls	<b>Email</b> gary.walls@uiscorp.com
	energy@cityofhart.org

<b>Scope of Work</b>	<b>Cost</b>
----------------------	-------------

At the Diesle Plant, Furnish and install:  
 Replacement Phase Balance Relay for Unit 3  
 Replacement Basler BE1-51/27C Over Current Relay for Unit 1

**Note: Pricing is based on performing service while on site for relay preventative maintenance.**

<b>Total for All Work</b>	<b>\$4,371.00</b>
---------------------------	-------------------

UIS Approved by 

Date May 1, 2020

**Exclusions and Clarifications**

We are a licensed Electrical Contractor with the State of Michigan, an accredited NETA Electrical Contractor, and we employ licensed electricians who are also NETA certified test technicians.

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time Utilities Instrumentation Service, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to Utilities Instrumentation Service, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from Utilities Instrumentation Service, Inc.

**UIS GROUP OF COMPANIES - TERMS AND CONDITIONS**

**1. Offer.**

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

**2. Acceptance.**

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

**3. Prices.**

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

**4. Payment Terms.**

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

**5. Shipping and Delivery.**

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.



#### 6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

#### 7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

#### 8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

#### 9. Warranty.

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

#### 10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

#### 11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

#### 12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

#### 13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

#### 14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

#### 15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

#### 16. Waiver.

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

#### 17. Survival.

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

#### 18. Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

#### 19. Applicable Laws.

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.



<b>Date</b> May 1, 2020	<b>To:</b> Mr. Mike Schiller
<b>Description</b> RELAY PM	City of Hart, MI
<b>Quote #</b> 200707	
<b>Estimator</b> Gary Walls	<b>Email</b> gary.walls@uiscorp.com
	energy@cityofhart.org

<b>Scope of Work</b>	<b>Cost</b>
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**Preventative Maintenance**

Perform preventative maintenance of the following equipment:

Quantity	Item
	Hydro Plant
2	Relay GE 469
	RP-A RP-B
1	Relay 25 Synchronizing
5	Relay SEL 551
	OLD GEAR
2	Relay 50/51 Overcurrent
1	Relay BEI 51/27C

	<b>Total for All Work</b>	<b>\$6,281.00</b>
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UIS Approved by

Date May 1, 2020

**Exclusions and Clarifications**

We are a licensed Electrical Contractor with the State of Michigan, an accredited NETA Electrical Contractor, and we employ licensed electricians who are also NETA certified test technicians.

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time Utilities Instrumentation Service, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to Utilities Instrumentation Service, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from Utilities Instrumentation Service, Inc.

**UIS GROUP OF COMPANIES - TERMS AND CONDITIONS**

**1. Offer.**

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

**2. Acceptance.**

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

**3. Prices.**

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

**4. Payment Terms.**

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

**UIS Group of Companies**  
**2290 Bishop Circle East**  
**Dexter, MI 48130**  
**(734) 424-1200**

**Utilities Instrumentation Service**  
**UIS SCADA**  
**UIS Renewable Power**



#### 5. Shipping and Delivery.

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

#### 6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

#### 7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

#### 8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

#### 9. Warranty.

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

#### 10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

#### 11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

#### 12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

#### 13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

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#### 18. Entire Agreement.

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#### 19. Applicable Laws.

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.



MICHIGAN MUNICIPAL  
**RISK MANAGEMENT**  
A U T H O R I T Y

# City of Hart

Property Contribution by Location  
2020-2021

<b>Location</b>	<b>Building Total Value</b>	<b>Price Per Building</b>
407 State St. - City Hall	\$1,138,337	\$1,064.73
10 Water Street - Diesel Plant/ Elect	\$6,090,988	\$5,697.12
10 Water Street -Storage /(Elect)	\$101,056	\$94.52
10 Water Street - Storage Garage	\$33,388	\$31.23
1010 State Street - Water Works Storage	\$160,041	\$149.69
1010 State Street -DPW Garage (Water)	\$454,926	\$425.51
2527 N. 72nd Ave - Well House #1	\$82,137	\$76.83
2527 N. 72nd Ave - Well House #2	\$82,137	\$76.83
3305 Southern - Southern Flood Well House	\$82,137	\$76.83
Hardy Road Well House	\$90,876	\$85.00
300 Griswold - lodge	\$223,079	\$208.65
300 Griswold - storage	\$25,632	\$23.97
300 Griswold - storage	\$39,613	\$37.05
300 Griswold - bath house	\$212,043	\$198.33
300 Griswold - Boy Scouts	\$48,933	\$45.77
88th Ave. - WWTP Main (Sewer)	\$8,016,951	\$7,498.54
88th Ave. - WWTP Gear Switch House	\$342,531	\$320.38
88th Ave. - WWTP Storage	\$16,312	\$15.26
88th Ave. - WWTP Pole Bldg	\$16,312	\$15.26
88th Ave. -WWTP Pump House	\$209,713	\$196.15
Riverside Dr. Lift Station	\$67,573	\$63.20
302 East Main Street - East Main Street Lift Station	\$209,713	\$196.15
Griswold Street Lift Station	\$407,775	\$381.41
Water Rd. Well House	\$79,224	\$74.10
Water Tower Drive - City Well House	\$90,876	\$85.00
Lambrix Industrial - substation	\$1,647,286	\$1,540.77
621 East Main Street - Senior Center	\$366,998	\$343.27
Schanen Mill (Historical)	\$291,267	\$272.43
Lincoln/ Union Church (Historical)	\$163,109	\$152.56
Lincoln/Union Cabmoosa House (Historical)	\$18,640	\$17.43



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

Lincoln/Union School House (Historical)	\$33,204	\$31.06
Lincoln/Union Tempotech Factory (Historical)	\$990,310	\$926.27
Lincoln/Union Info Center (Historical)	\$9,904	\$9.26
Lincoln/Union Log Cabin (Historical)	\$47,768	\$44.68
Polk Road Lift Station (Sewer)	\$95,536	\$89.36
Polk Road Water Booster Station	\$436,902	\$408.65
Polk and 88th Ave, Sub Station (elect)	\$1,805,859	\$1,689.08
415 S. State Street - Library	\$2,324,317	\$2,174.02
213 Hanson Street - Bus Garage - Council on Aging	\$90,876	\$85.00
301 S. Plum - Electrical Transfer Station	\$1,048,564	\$980.76
500 Lincoln Street - Old Train Depot	\$45,245	\$42.32
49 S. State Street - DDA/TIFA	\$40,780	\$38.14
Creeks Lift Station	\$95,475	\$89.30
Plum Street Lift Station	\$95,475	\$89.30
1535 Industrial Park Drive - The Starting Block	\$842,940	\$788.43
3907 N. Oceana Drive - Hydro Building	\$212,105	\$198.39
Totals	\$29,024,863	\$27,148.00