

City of Hart, Michigan
CITY COUNCIL AGENDA

May 11, 2021, 7:30 PM

407 State St. – Community Center

**NOTICE OF HYBRID MEETING PUBLIC MEETING
REGULAR COUNCIL MEETING BEGINNING AT 7:30 PM**

**THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
EMERGENCY ORDER UNDER MCL 333.2253 – GATHERING LIMITATIONS AND MASK
ORDER OF MARCH 2, 2021 AND PA 228 OF 2020 AMENDMENT TO SECTION 3 OF PA 267 OF
1976 OPEN MEETINGS ACT**

**A MAXIMUM OF 25 INDIVIDUALS WILL BE PERMITTED TO ATTEND THE
MEETING CONTINGENT UPON ABILITY TO ACCOMMODATE SOCIAL
DISTANCING REQUIREMENTS.**

Topic: City of Hart City Council meeting

Time: May 11, 2021 07:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82344460746>

Meeting ID: 823 4446 0746

One tap mobile

+13017158592,,82344460746# US (Washington DC)

+13126266799,,82344460746# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 823 4446 0746

Find your local number: <https://us02web.zoom.us/u/kbBp33HLrD>

1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Rybarz Jr., Trygstad, Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter that is not included on the agenda for a public hearing by the Council. We ask that you please limit your comments to 3 minutes**
 - a. Correspondence, Events, Presentations
 - i. Rob Splane resignation from City Council
 - ii. **Public Hearing** – Consideration of Establishing a Social District in the City of Hart
6. Consent Agenda:
 - a. Approval of Minutes from April 27, 2021.
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees

With advance notice of seven calendar days, the City will provide interpreter services at all public meetings, including language translation and signage for the hearing impaired. Call 231-873-2488. La Ciudad proporcionará servicio de intérprete para esta reunión pública si se pide con siete días de anticipación, lo cual incluye la traducción de idioma y letreros para los con una discapacidad auditiva. Llame al 231-873-2488.

- d. Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp.
- 7. Action Items
 - a) Resolution 2021 – 36 Accept bids and authorize emergency repairs on 88th Avenue Substation – SF6 Circuit Switcher
 - b) *Special Events Permit – Pound Fitness Class – Insurance updated*
 - c) *Special Event Permit – Hart Historic District Museum Car Show*
- 8. Discussion Items
 - a. Street sweeper repair/replacement – interim contracting
 - b. Direction from Council on how to proceed with Social Zone discussion.
- 9. City Manager Report
- 10. Communications from the Mayor and Council
 - a. **Closed Session** – Per Section 8 (f) of the Open Meeting Act: To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
 - b. **Council to set dates for public City Manager interviews -**
- 11. Adjournment –

Access is provided through the Michigan Relay Service for individuals with speech or hearing impairments. <https://hamiltonrelay.com/michigan/index.html>

May 5th, 2021

Mayor Platt and Council,

Please accept this as my formal resignation from City council, effective Friday May 7th. My appointment to serve the city as Interim Hart City Manager, effective Saturday May 8th poses a conflict of interest.

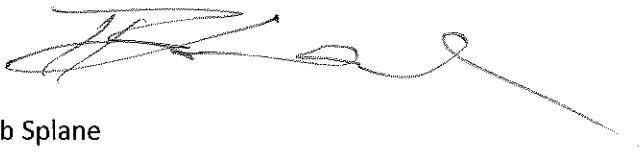
My time on council has been very rewarding. I am pleased that I had the opportunity to help my community grow over the last 7 years. There has been some tough discussions and some difficult decisions, but I believe our elected and appointed officials have always had Hart's best interest at heart. Continued grace and leadership moving forward will only strengthen the foundations that are already in place.

Thank you for your confidence in me serving as Interim Manager. I spent significant time this week identifying current tasks, reaching out to city staff, community stakeholders, and others to ensure a seamless transfer of duties from Ms. Ladner to our future City Manager. I will do my best to serve at the pleasure of Mayor and Council and look forward building on our existing momentum to lead Hart to a prosperous and sustainable future.

Please be aware that council must appoint my replacement with-in 30 days of this occurrence.

If anyone has any questions or need any additional information from me, feel free to reach out by email or phone.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Rob Splane", with a long, thin horizontal line extending to the right from the end of the signature.

~Rob Splane



April 13, 2021

Hart Economic and Redevelopment Team

**CITY OF HART
REQUEST FOR COUNCIL ACTION**

FROM: Nichole Steel, Economic and Community Development Director

SUBJECT: Discussion of Plan Establishing Social Districts in the City of Hart, as Proposed by the Hart Economic and Redevelopment Team

SUMMARY & BACKGROUND

In response to COVID-19, the Michigan Legislature enabled the creation of Social Districts in municipalities throughout the state, allowing outdoor activities as well as the sale and consumption of alcohol in ways that allow activity to continue while complying with best practices and social distancing protocols that mitigate the spread of COVID-19.

The Hart Economic and Redevelopment Team's Board of Directors voted unanimously at its March 17, 2021 meeting to request that city council consider establishing a Social District in Downtown Hart. City Staff from the Hart Economic and Redevelopment (HEART) and Hart Police Department (HPD) coordinated a proposal in response to Social Districts legislation to provide for the practical deployment of this opportunity in our community. Staff intends to begin with two common areas within the established district, allowing for performance assessment and adaptation as necessary, as well as responding to business and consumer demand for these amenities. The establishment of the district boundaries, as proposed, will allow staff to make these adaptations administratively, rather than having to return to Council each time - though staff would return for anything that is outside the scope of this proposal, such as the total closure of a street.

Social District legislation requires that a minimum two liquor license-holding establishments be present in order to have a Social District. At this time Hart Pizza and Kristi's Pour House have expressed an interest in participating.

STRATEGIC PLANNING/PURPOSE

Economic Prosperity

RECOMMENDED ACTION

Review and discuss the plan for establishing a Social District in Hart, as proposed by the Hart Economic and Redevelopment Team

ATTACHMENTS

Hart_Social_District_Local_Management_Plan_DRAFT.pdf

Social District Permit Application_ CITY.pdf

Social District Permit Application_ BUSINESS.pdf



SOCIAL DISTRICT & COMMON AREAS LOCAL MANAGEMENT PLAN PROPOSAL

Introduction:

The City of Hart seeks to take advantage of Michigan Public Act 124 of 2020 signed in to law on July 1, 2020. This is enabling legislation that would allow Michigan municipalities to establish Social Districts that would allow for "common areas" where two or more contiguous licensed establishments (bars, distilleries, breweries, restaurants and tasting rooms) could sell alcoholic beverages in serving cup no larger than 16 ounces with the licensee's (City of Hart or HEART) trade name or logo mark.

The Economic Community and Community Development Director, with support of the HEART Board of Directors and in collaboration with Hart Police Department has designed a Hart Social District and the policies, parameters, and management of this new community development tool. The Hart Social District Plan will be shared with potential license holder users for refinement of the plan, a final draft presented to the Hart City Council for approval and sent on to the Michigan Liquor Control Commission for state concurrence. (See attached **Schedule A**)

Management:

The Hart Social District would be created and managed by the city through the Hart Economic and Redevelopment Team's Director. The social district management and operations will be assisted by the city's police department, public works, clerk and finance departments.

District boundaries:

The Hart Social District boundaries will run along State Street, from Washington Street to Main Street and along Main Street from Courtland Street to the west pedestrian alleyway (between E Main & Washington). (See attached **Schedule A**)

The social district would remain open to traffic and parking.

Participating license holders:

Participating license holders will be asked to apply and submit a Social District Application for review and consideration, which must then be approved and issued by the Michigan Liquor Control Commission (MLCC). This allows a license holder to sell alcoholic beverages in special social district cups in its service area to be taken into the common area for consumption.

Non-alcohol businesses within the district:

These businesses could be included in the common area and allow for Social District beverages to be brought into those places of business.

Operations:

The Hart Social District would operate from 11:00 am to 11:00 pm daily. Operations would be seven (7) days a week. The common areas would be open from the time participating license holders open for business until 11:00 pm. After 11:00 pm, Social District beverages cannot be sold in participating establishments nor possessed and consumed in the common areas. After 11:00 pm, consumption of alcoholic beverages must be contained within the license holders' service areas. It is the intent of city administration to begin implementing the Hart Social District on June 1, 2021.



SOCIAL DISTRICT & COMMON AREAS LOCAL MANAGEMENT PLAN PROPOSAL

District designation and marking:

The boundaries of the Hart Social District would be clearly designated and marked with signs and graphics on streets and sidewalks. The signs would be accompanied by a trash receptacle for customers to dispose of used district cups as they exit the district.

Social District logo and beverage containers:

The Hart Social District will have a name for branding and marketing purposes but must have a special logo for use on the non-glass district beverage cups of no more than 16 ounces. The cups of various colors to differentiate among license holders will also have a logo or name identifying the establishment. Hart Social District cups may not be reused, must remain in the establishment where they were purchased or in the common area, and may not be taken into a licensed establishment that did not sell the beverage. Stickers will follow the same guidelines in that the Hart Social District logo will be placed on each cup and it will be the license holder's responsibility to place their own logo or name on the cup in compliance with State law.

Hart Social District will require that all license holder cups and lids be eco-friendly PLA compostable cups.

Security-enforcement:

Security and enforcement in the Hart Social District will be provided by the Hart Police Department.

Insurance:

The city will insure its management and operation of the Hart Social District through its municipal umbrella insurance policy. Participating license-holders are responsible to secure their own liability insurance.

Sanitation:

The Hart Public Works Department will provide sanitation within the district including trash removal and litter pickup. Each participating license holder will be required to have a trash receptacle outside of its entrances for the disposal of district cups and empty those receptacles when needed.

Marketing and promotion:

The Hart Social District will have a branded name for marketing purposes and a distinctive logo. Marketing will be done through traditional free media, some paid advertising along with extensive social media using the City of Hart and HEART social media accounts.

Entertainment/food trucks:

The Hart Social District has the opportunity to provide food trucks.

Special events:

The state's Social District law does not allow special event liquor licenses to participate in a Social District. Any common area of the Hart Social District that is within the area approved for a special event/temporary liquor license shall be temporarily closed throughout the duration of the dates and times of the approved special event or that the special event could be denied a temporary liquor license in lieu of Hart Social District license holders.



SOCIAL DISTRICT & COMMON AREAS LOCAL MANAGEMENT PLAN PROPOSAL

Schedule A: Hart Social District



-  SOCIAL DISTRICT
-  COMMON AREAS
-  ELIGIBLE LICENSEES



**CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
APRIL 27th 2021
MINUTES – DRAFT**

PRESENT: Mayor Vicki Platt, Councilors: Catalina Burillo, Jim Evans, Rob Splane, and Kris Trygstad.

VIA ZOOM: Dean Hodges

ABSENT: Fred Rybarz

OTHERS PRESENT: City Manager – Lynne Ladner, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, DPW Superintendent – Brad Whitney, Police Chief Juan Salazar, Barbra Marczak, Adam Campbell, Matt Hulst, George Sadler and Jack Wittman

Mayor Platt called the meeting to order; following the roll call, the mayor led the Council in the pledge of allegiance.

WORK SESSION: Capital Improvements Plan and Utility Rates

Barbra Marczak from Prein&Newhof presented a slide show showing the Implementation Timeline Capital Improvement Plan for the City of Hart over the next ten years.

Andy Campbell City's financial advisor spoke about options for funding the projects. Gave insight on grants pros and cons about them, and it's best to apply for both and see who offers the best options. Also spoke about Utility rate increase to help cover the cost of improvements that need to be done. Best to start now and gradually increase over the years instead of a significant increase all at once.

APPROVAL OF AGENDA: C. Burillo motioned to approve the agenda with removal Resolution 2021-30 and was supported by R. Splane.

- Ayes: 5 Nays: 0 Absent: 2

PUBLIC COMMENTS: Written open letter,

Mayor Vicki Platt and Hart City Council Members,

I am writing this letter to you after giving this plenty of thought and a few sleepless nights. Having been through a few City Managers in my tenure, I felt that some insight would be good before any decisions are made.

In the past, the City has employed the expertise of the Michigan Municipal League to facilitate the City Manager search. The City would spend some money, but a huge net is spread out, bringing in many candidates. From there, they (the MML) narrow down the potential list to a workable number, having kicked out those who didn't qualify or didn't have quality credentials. They also do the background check for the City- which every City Manager candidate should have- NO Exceptions!

If you have done this search in the proper way, I hope you will find a quality candidate who will serve the City of Hart well.

Over my time in council and as mayor, the average time that a City Manager stayed in this job was three years. After that, you will be looking for a new City Manager again.

One last piece of advice- use the MML's pool of retired City Managers. They will come in as an interim City Manager, ensuring that the City continues to operate smoothly and all paperwork and deadlines are met.

Again, I wish you well, and may you find that perfect qualified person to run The City of Hart

Sincerely, Ron Laporte

J. Wittman wanted to voice how important it is to bring in a City Manager who has experience running a City. Also, that department heads should be part of the process of hiring a new City Manager.

CORRESPONDENCE, EVENTS, PRESENTATIONS: None

CONSENT AGENDA:

- Approval of Minutes from April 7th, 2021 Correction to Resolution 2021-24

- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - C. Burillo motioned to approve Consent Agenda with Correction to Resolution 2021-24 and supported by R. Splane.
 - Ayes: 5 Nays: 0 Absent: 2

ACTION ITEMS:

- Resolution 2021-24 Authorize DPW to install a 2-inch water service line to Historic District. The Historic District has requested that the Public Works department install a 2-inch water service line on the Historic District's property to assist with their landscaping maintenance. The Estimated cost for City crews to complete the project, including the asphalt patching, is \$7,843.57. This item is not in the FY 21 Budget. **NOT AUTHORIZED**
- Resolution 2021-32 Amend Professional Service Agreement for additional work for construction of a remaining portion of Dryden St. north of Hansen St. **NOT AUTHORIZED**
- Resolution 2021-33 Authorized Engineering service and application for CDBG funding for Water-Related Infrastructure Projects. The Michigan Economic Development Corporation announced a Community development Block Grant (CDBG) opportunity specifically for Water-Related Infrastructure projects in low-income communities. Hart meets all the qualifications for the grant, and we recommend that the City apply. It is specifically designed for infrastructure projects such as those already assisting the City with other funding sources, including the EDA grant and the SRF/USDA programs. We (Prein&Newhof) recommend that the force main project specifically be used for this grant. This could easily be pulled out and done as a standalone project. The project is estimated at approximately \$1,000,000. This grant has a 10% to 25% match requirement. More points are awarded in the scoring process for a higher match. There is a short deadline to apply for the grant. All documents must be submitted by May 31st, 2021. We propose to prepare the grant application at our normal hourly rates with a maximum no to exceed the cost of \$2500. If this is acceptable, please sign the attached amendment to the Professional Services Agreement for the SRF/USDA project we are already working on.
 - R. Splane motioned to approve Resolution 2021-33 and supported by C. Burillo.
 - Ayes: 5 Nays: 0 Absent: 2

DISCUSSION ITEMS: None

CITY MANAGER'S REPORT: L. Ladner, City Manager, gave notice that her last day with the City will be May 7th. I have been in the office on and off these last few weeks with scheduled time off as I am preparing to relocate. As of this time, I was given a list of 13 items to provide to the Council by the end of the day last Wednesday, which are stacked on my desk waiting for the Council to appoint an interim. Beyond that, I would like to thank everyone at the City of Hart, all residents, department heads, employees, members of the councils, present and past for allowing me to serve this amazing community as I will be taking many memories with me as I move forward. I wish the City of Hart and everyone here all the best.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- C. Burillo Congratulations, Lynne, on your new job; as you know, I just started on the City Council last spring, and you are the first City Manager I have worked with, and I have learned this process thru you. For that, I thank you for the excellent learning experience. C. Burillo, I would like us to declare a state of emergency or what we have to do for us to be able to go back to having virtual meetings and be able to vote virtual. L. Ladner stated as we fall under the County guidelines but will look into this.

CLOSED SESSION:

- J. Evans motioned to add to the agenda another Closed Session and supported by C. Burillo.
 - Ayes: 5 Nays: 0 Absent: 2
- J. Evans motioned to meet in a closed session pursuant to Section 8(h) of the Open Meetings Act to consider a written privileged legal opinion from counsel concerning personnel policies and related agreements, which is exempt from disclosure under Section 13(1)(g) of Michigan's Freedom of Information Act and supported by C. Burillo

- Ayes: 5 Nays: 0 Absent: 2
- C. Burillo motioned to come out of closed and back into open session and supported by J. Evans
 - Ayes: 5 Nays: 0 Absent: 2

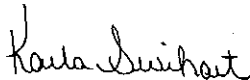
REGULAR SESSION:

- C. Burillo motioned to amend the agenda to remove item 10a from the agenda and supported by J. Evans
 - Ayes: 5 Nays: 0 Absent: 2
- J. Evans motioned to add two Resolutions to the agenda, Resolution 2021-34 to form a subgroup to review the applications for City Manager and to conduct interviews, and Resolution 2021-35 to appoint a City Interm Manager and supported to C. Burillo.
 - Ayes: 5 Nays: 0 Absent: 2
- C. Burillo motioned to adopt Resolution 2021-34 to form a subgroup to review applications for the City Manager position is Jim Evans, Mayor Vicki Platt, and Catalina Burillo and supported by J. Evans
 - Ayes: 5 Nays: 0 Absent: 2
- Motioned to adopt Resolution 2021-35 to appoint Interm City Manager and appoint Robert Splane to assume that position May 8th, 2021 at the same rate of pay current City Manager is getting paid with no benefits or vacation pay and also Mr. Splane has to provide a letter of resignation from Hart City Council effective May 8th, 2021 supported by K. Trygstad
 - Ayes: 4 Nays: 0 Absent: 2 Mr. Splane opted out of the vote.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 9:20 pm upon a motion by C. Burillo and supported by J. Evans. The next regularly scheduled meeting will be on May 11th, 2021, at 7:30 pm.

Respectfully Submitted



Karla Swihart
City Clerk

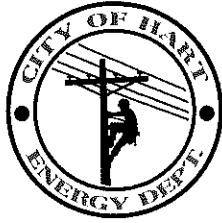
Payables Date: 5/11/2021	Description	Total	General +	DPW	Energy	BPTF	Water
Adams, Matthew	Phone Reimbursement	\$ 35.00		\$ 35.00			
Anderson, Shawn	Phone Reimbursement	\$ 35.00	\$ 35.00				
City of Hart	HEART Utility Bill	\$ 137.03	\$ 137.03				
City of Hart	Utilities	\$ 34,707.38	\$ 685.90	\$ 1,097.16	\$ 1,863.20	\$ 28,420.15	\$ 2,640.97
Crossroads Mobile Main.	1997 Ford - Bucket - DOT	\$ 875.00			\$ 875.00		
Crossroads Mobile Main.	2018 Freightliner - Digger - DOT	\$ 812.50			\$ 812.50		
Crossroads Mobile Main.	2019 Ford - Bucket - DOT	\$ 875.00			\$ 875.00		
Dacott	Power Purchase Report	\$ 650.00			\$ 650.00		
Eisenlohr, Cheri	Reimburse Office Exp.	\$ 69.10	\$ 69.10				
Eisenlohr, Mike	Phone Reimbursement	\$ 35.00		\$ 35.00			
Election Source	Testing of Equipment	\$ 440.00	\$ 440.00				
Forner, Gayle	HEART Building Rent	\$ 400.00	\$ 400.00				
Freed Mgmt	JGP Mgmt Fee #3	\$ 3,570.00	\$ 3,570.00				
Gowell, Nathan	Phone Reimbursement	\$ 35.00			\$ 35.00		
Grenham, Nicholas	Deposit Refund	\$ 13.73			\$ 13.73		
HydroCorp	Cross Connection Control Program	\$ 750.00					\$ 750.00
Ingalls, Joseph	Phone Reimbursement	\$ 35.00	\$ 35.00				
Jack Creed, LLC	JGP Restrooms	\$ 913.80	\$ 913.80				
Jackson, Ian	Deposit Refund	\$ 101.19			\$ 101.19		
Kies, Christopher	Phone Reimbursement	\$ 35.00				\$ 35.00	
LARA	LIEAF Program	\$ 980.98			\$ 980.98		
Louis Gelder	Acetylene	\$ 63.55			\$ 63.55		
Mantycck, Liz	Phone Reimbursement	\$ 35.00	\$ 35.00				
Mendez, Ashley	City portion of new sidewalk	\$ 1,062.00	\$ 1,062.00				
Mich. Econ. Dev. Assoc.	2021 Emerging Leaders	\$ 40.00	\$ 40.00				
Mich. Econ. Dev. Assoc.	2021 Membership	\$ 305.00	\$ 305.00				
Praxair	Cylinder Rental	\$ 137.76		\$ 61.60	\$ 76.16		
Quill	Paper	\$ 31.58	\$ 31.58				
Quill	Office Chair	\$ 251.99	\$ 251.99				
Quill	Toner	\$ 595.98	\$ 595.98				
Republic	Starting Block - Garbage Svc	\$ 187.35			\$ 187.35		
Riggs, Jason	Phone Reimbursement	\$ 35.00		\$ 35.00			
Salazar, Juan	Phone Reimbursement	\$ 35.00	\$ 35.00				
Schiller, Mike	Phone Reimbursement	\$ 35.00			\$ 35.00		
Skipski, Kevin	Phone Reimbursement	\$ 35.00	\$ 35.00				
SyncWave	Internet Hosting	\$ 55.94	\$ 10.63	\$ 10.63	\$ 10.63	\$ 24.05	
Tanner Plumbing/Heating	JGP Repairs/Maintenance	\$ 397.06	\$ 397.06				
The Right Place	2021 Pitch North Sponsorship	\$ 500.00	\$ 500.00				
United Group	May Insurance Premium	\$ 3,093.64	\$ 1,271.49	\$ 273.21	\$ 630.25	\$ 797.65	\$ 121.04
VanAgtmael, Scott	Phone Reimbursement	\$ 35.00			\$ 35.00		
VanZoeren, Andy	Phone Reimbursement	\$ 35.00			\$ 35.00		
		\$ -					
	Subtotal	\$ 52,472.56	\$ 10,856.56	\$ 1,547.60	\$ 7,279.54	\$ 29,276.85	\$ 3,512.01
HAND CHECKS/ACH							
Alerus - ACH	City Share 401 Retirement	\$ 3,062.44	\$ 3,062.44				
US Postmaster	Postage	\$ 426.88			\$ 277.47	\$ 128.06	\$ 21.35
		\$ -					
	TOTAL HAND CHECKS	\$ 3,489.32	\$ 3,062.44	\$ -	\$ 277.47	\$ 128.06	\$ 21.35
	Sub-Total Regular Bills/Hand Checks	\$ 55,961.88	\$ 13,919.00	\$ 1,547.60	\$ 7,557.01	\$ 29,404.91	\$ 3,533.36
Gross Payroll							
	510	\$ 60,276.27					
	Sub-Total	\$ 60,276.27					
	GRAND TOTAL	\$ 116,238.15	\$ 13,919.00	\$ 1,547.60	\$ 7,557.01	\$ 29,404.91	\$ 3,533.36

PAYROLL AMOUNTS					
Pay 510					
05/13/21		GROSS PAY	OVERTIME	OPT-OUT	BASE PAY
Employee Code	Dept.		PAY		
FULL-TIME					
DCC	Office	\$1,691.20	\$0.00	\$0.00	\$1,691.20
MGR.	Office	\$3,640.80	\$0.00	\$0.00	\$3,640.80
DCC	Office	\$1,420.00	\$0.00	\$0.00	\$1,420.00
CC	Office	\$2,018.40	\$0.00	\$0.00	\$2,018.40
DCC	Office	\$1,820.00	\$0.00	\$0.00	\$1,820.00
PO	Police	\$2,150.40	\$0.00	\$0.00	\$2,150.40
PO	Police	\$2,231.04	-\$80.64	\$0.00	\$2,311.68
PO	Police	\$2,309.12	\$0.00	\$0.00	\$2,309.12
PC	Police	\$2,524.80	\$0.00	\$0.00	\$2,524.80
DS	Police	\$2,208.00	\$0.00	\$0.00	\$2,208.00
DPW1	DPW	\$2,219.36	\$0.00	\$0.00	\$2,219.36
DPW2	DPW	\$2,017.60	\$0.00	\$0.00	\$2,017.60
DPW3	DPW	\$2,512.72	-\$256.40	\$0.00	\$2,769.12
DPWS	DPW	\$2,436.00	\$0.00	\$0.00	\$2,436.00
BIOS	WW	\$2,886.40	\$0.00	\$0.00	\$2,886.40
BIOS	WW	\$2,017.60	\$0.00	\$0.00	\$2,017.60
BIOS	WW	\$2,467.85	-\$211.53	\$0.00	\$2,679.38
ENERGY1	Energy	\$3,776.92	-\$241.08	\$0.00	\$4,018.00
ENERGY2	Energy	\$3,776.92	-\$241.08	\$0.00	\$4,018.00
ENERGYS	Energy	\$3,860.00	\$0.00	\$0.00	\$3,860.00
ENERGY3	Energy	\$3,212.80	\$0.00	\$0.00	\$3,212.80
ENERGY4	Energy	\$2,450.64	-\$80.80	\$0.00	\$2,531.44
DIR.	HD	\$2,009.60	\$0.00	\$0.00	\$2,009.60
TOTAL		\$57,658.17	-\$1,111.53	\$0.00	\$58,769.70
COUNCIL					
CC1		\$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
CC9		\$0.00	\$0.00	\$0.00	\$0.00
CC10		\$0.00	\$0.00	\$0.00	\$0.00
CC11		\$0.00	\$0.00	\$0.00	\$0.00
CC12		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$0.00	\$0.00	\$0.00	\$0.00
PART-TIME					
MGR.	HHD	\$287.10	\$0.00	\$0.00	\$287.10
ASSIST.	HHD	\$276.00	\$0.00	\$0.00	\$276.00
DPW	DPW-PT	\$847.50	\$0.00	\$0.00	\$847.50
PPO	POL-PT	\$157.50	\$0.00	\$0.00	\$157.50
PPO	POL-PT	\$180.00	\$0.00	\$0.00	\$180.00
PPO	POL-PT	\$870.00	\$0.00	\$0.00	\$870.00
PPO	POL-PT	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$2,618.10	\$0.00	\$0.00	\$2,618.10
TOTAL PAYROLL		\$60,276.27	-\$1,111.53	\$0.00	\$61,387.80

For Payroll ID: 122

For Selected Pay Code(s): 15X, 225X, 2X

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross	Check Date
23HYD	- BIRKMAN, TERENCE L							
15X	580-537.300-702.900	0.00	0.00	0.00	4.00	241.08	241.08	05/13/2021
Employee Totals:		0.00	0.00	0.00	4.00	241.08	241.08	
30HYD	- GOWELL, NATHAN J							
15X	580-537.300-702.900	0.00	0.00	0.00	4.00	241.08	241.08	05/13/2021
Employee Totals:		0.00	0.00	0.00	4.00	241.08	241.08	
108HPD	- INGALLS, JR., JOSEPH P							
15X	101-301.000-702.900	0.00	0.00	0.00	2.00	80.64	80.64	05/13/2021
Employee Totals:		0.00	0.00	0.00	2.00	80.64	80.64	
46DPW	- LLOYD, FRANKLIN J							
15X	590-527.100-702.900	0.00	0.00	0.00	3.50	134.61	134.61	05/13/2021
2X	590-527.100-702.900	0.00	0.00	0.00	1.50	76.92	76.92	05/13/2021
Employee Totals:		0.00	0.00	0.00	5.00	211.53	211.53	
113HPD	- MANTYCK, ELIZABETH A							
15X	101-301.000-702.900	0.00	0.00	0.00	4.00	161.12	161.12	05/13/2021
Employee Totals:		0.00	0.00	0.00	4.00	161.12	161.12	
16WPP	- RIGGS, JASON J							
15X	101-441.000-702.900	0.00	0.00	0.00	2.00	76.92	76.92	05/13/2021
15X	591-547.300-702.900	0.00	0.00	0.00	2.00	76.92	76.92	05/13/2021
2X	101-441.000-702.900	0.00	0.00	0.00	2.00	102.56	102.56	05/13/2021
Employee Totals:		0.00	0.00	0.00	6.00	256.40	256.40	
25HYD	- VAN ZOEREN, ANDREW							
15X	590-527.100-702.900	0.00	0.00	0.00	2.00	80.80	80.80	05/13/2021
Employee Totals:		0.00	0.00	0.00	2.00	80.80	80.80	
Distribution Totals:		0.00	0.00	0.00	27.00	1,272.65	1,272.65	
101-301.000-702.900		0.00	0.00	0.00	6.00	241.76	241.76	
101-441.000-702.900		0.00	0.00	0.00	4.00	179.48	179.48	
580-537.300-702.900		0.00	0.00	0.00	8.00	482.16	482.16	
590-527.100-702.900		0.00	0.00	0.00	7.00	292.33	292.33	
591-547.300-702.900		0.00	0.00	0.00	2.00	76.92	76.92	
Grand Totals:		0.00	0.00	0.00	27.00	1,272.65	1,272.65	



Hart Energy Department

3907 N. Oceana Drive
Hart, Michigan 49420
Off: 231-873-5367
Mike Schiller, Superintendent
Email - mschiller@cityofhart.org

Council Report 5/11/2021

The Energy Department is doing well. We are back to a full staff with everyone healthy again. We continue to clean and maintain distance with other employees.

There is a concern with the 88th substation circuit switcher. The sf6 gas was lost out of chamber. Quotes will be provided to get this fixed ASAP. We have got the 88th substation back on line using the West transformer.

We have replaced a street light pole that was struck by a vehicle. There was an outage on Water St do to a tree down on line. We installed new wire and had customers back on within two hours.

The annual vehicle testing has been done and all the vehicles are recertified for this year. There was an outage at our Industrial substation that had power off for a few seconds. That was due to the transmission line outage. Nothing to do with our system.

Thank You,

Please feel free to call with any questions or concerns. 231-
873-5367 . Hart Energy Dept/Mike Schiller





HEART DEPARTMENT REPORT

April 27, 2021

Updates

- Administering two \$50,000 in grant money received from the MEDC for the Match on Main Grant for LaProbadita and Stella's Coffee House.
- Attending weekly Michigan economic Development Corporation's Economic Development enrichment courses.
- RFP's for Wayfinding Design bids closed on 05.07.21
- Introduced a developer to the Michigan Economic Development Corporation's Redevelopment Ready Team to discuss development incentives for the old silver mill building at 803 Griswold St.
- Built a new website for John Gurney Park, starting a new site for the Historic District.
- Researching advantages and disadvantages of establishing a social district in downtown. Public hearing on the matter will be heard on May 11 2021
- Planning an open house tour of vacant commercial buildings for visioning and potential investors.
- Ongoing development leads and economic development assistance as needed
- Supporting our State Historic Preservation Office in applying for grant funding that if received, would provide an additional funding for Certified Redevelopment Ready Communities.

Committee Updates

- EDUCATION – Johnson St (former county annex building) proposal by architect to develop a community center with Mil Works as the anchor tenant fell through due to the cost of construction materials causing the bid to be more than double what was anticipated. Will continue discussions to keep this effort moving forward.
- INFRASTRUCTURE – working to address downtown trees, streetscapes, wayfinding signage and applying for Wastewater Infrastructure Improvement EDC Grant (ongoing)
- INDUSTRY ACTIVITIES – open house day touring available properties, Match on Main grant administration, working on building out this committee
- MARKETING – continuing to build out new websites - working on a citywide wayfinding signage proposal (to lead guests to our attractions). Market/data studies. New signage at trailheads.

Next Regular HEART Meeting May 19, 2021 @ 4 PM

Respectfully Submitted,

Nichole Steel
Economic & Community Development Director

RESOLUTION 2021 - 36
City Council
City of Hart, Michigan
Oceana County

**Authorize Emergency Repair of 88th Avenue Substation – SF6
Circuit Switcher**

WHEREAS: An inspection of the switch gear recognized components that had lost their vacuum seal introducing moisture into critical components.

WHEREAS: The existing condition if left for a significant period of time may hinder proper functionality, potentially leading to more costly repairs and/or failure.

WHEREAS: The City has solicited bids for the necessary repairs from Utilities Instrumentation Service (UIS) in the amount of \$9,341.00, and from Shermco Industries in the amount of \$9,330.00.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL

Accepts the bids from UIS and Shermco Industries and awards the repair work to _____ at a total cost of _____. For work to be completed as soon as possible.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on May 11, 2021.

Ayes: _ Nays: _ Absent: _

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



Karla Swihart, City Clerk



Date: April 21, 2021	To: Mike Schiller
Description: 88TH AVE SF6 SWITCHER REPAIRS	City of Hart
Quote #: 210776	407 State St.
Estimator: Chris Kidd	Hart, MI 49420
Email: chris.kidd@uiscorp.com	mikeschiller460@gmail.com

Scope of Work	Cost
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88TH AVENUE SUBSTATION - SF6 CIRCUIT SWITCHER REPAIRS

Provide technical support to repair the damaged SF6 charging system, charge & test the 138kV circuit switcher.

The customer indicated there is a local contractor to assist with fabrication of any copper tubing and fittings.

A vacuum will be applied to remove any atmospheric air and attempt to remove/reduce moisture inside the device prior to recharging the system with SF6 Gas.

The gas can then be sampled for purity and the gear will be mechanically operated to check operation prior to energizing.

Electrical Testing can only be performed if the 138kV ITC incoming circuit is deenergized prior to service.

Please reference our quote # **210776** on Purchase Orders/Subcontracts

Total for All Work	\$9,341.00
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UIS Approved by 

Date April 21, 2021

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 end 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:

- Offer.** These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services - Ohio, LLC, UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Seller"). These Terms are incorporated into each 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 ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.
- 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 the Agreement, and shall not include any terms and conditions contained in Purchaser's purchase order or similar document. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document or similar 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 Agreement.
- 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 taxes.
- 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 disputes any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such 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 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 (including software and SaaS Services), furnished by Seller in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with an 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 manufacturers of such products.
8. **SaaS Services.** A. Seller will provide Purchaser with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Purchaser's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Purchaser shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Purchaser (or by Seller at Purchaser's request). Authorized Users may include Purchaser's employees and Purchaser's agents and third-party contractors and their employees authorized by Purchaser and/or approved by Seller to access the SaaS Services. B. Purchaser is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. C. Except as otherwise explicitly provided in this Agreement, Purchaser and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services or any part of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restriction legend(s) embedded in or that Seller otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). D. Purchaser shall at all times: (a) provide Seller with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Seller in order to provide the SaaS Services, including, but not limited to, providing Purchaser materials and security access, information, and software interfaces to Purchaser's business applications; (b) provide such personnel assistance as may be reasonably requested by Seller from time to time; and (c) carry out in a timely manner all other Purchaser responsibilities set forth in this Agreement. In the event of any delay in Purchaser's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Purchaser, Seller may adjust its performance as reasonably necessary to account for such delays.
- E. Purchaser is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Purchaser is solely responsible for: (a) ensuring that Purchaser and Seller, acting on Purchaser's behalf, have the right to collect, use and share Purchaser's personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Purchaser materials and Purchaser intellectual property collected, used and shared by Purchaser, or by Seller on Purchaser's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Purchaser or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Purchaser knows to be under sixteen (16) in violation of applicable law. Seller and its designees shall have the right (but not the obligation) in their sole discretion to remove or remove any Purchaser materials or Purchaser intellectual property that violate any of the terms of this Agreement or any applicable law. F. In connection with the operation of the SaaS Services, Seller may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Purchaser hereby irrevocably authorizes Seller to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Seller will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Seller or the SaaS Services. G. Purchaser or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Purchaser or any Authorized User provides any Feedback to Seller, orally or in writing, Purchaser hereby grants to Seller and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. H. Seller may immediately suspend the SaaS Services if Seller reasonably determines that the Purchaser is not materially complying with this Agreement, or Purchaser is using the SaaS Services in a manner that could cause damage to Seller's business or reputation, or otherwise reflect unfavorably upon Seller, its affiliates, or its partners. Seller shall notify the Purchaser promptly following any such suspension taking effect.
9. **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.
10. **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 NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY 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.
11. **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 any cause whatsoever, including without limitation: (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 AGREEMENT, INCLUDING WITHOUT LIMITATION 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.
12. **Termination.** In the event that Purchaser fails to perform any of its obligations stated in the Agreement, including 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.
13. **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 subcontractors 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.
14. **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, pandemics, 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 Products or Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Products or Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

UIS Group of Companies
2280 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power



15. **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.

16. **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, fines and related losses 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 or omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement 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.

17. **Survival/Entire Agreement/Waiver/Applicable Laws.** 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. 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. 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. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.



Shermco Industries

Detroit Service Center
37666 Amrhein Rd., Livonia, MI 48150
p. 7344694050 f. (972) 793-5542

This Proposal has been prepared
specifically for:

Mike Schiller
of
City of Hart, MI
for
Support of Siemens 138kV Circuit Switcher

Approved by:
Sean Borgman

Shermco Quote Number:
SIQ-06955-21

May 7, 2021





May 7, 2021

Mike Schiller
City of Hart, MI
3907 Oceana Dr.
Hart, MI 49420

Re: Support of Siemens 138kV Circuit Switcher
Shermco Quote # SIQ-06955-21

Dear Mike:
Shermco Industries is pleased to provide the following quotation:

PRICE \$9,330.00

Applicable taxes and credit card processing fees are not included, terms net 30 days. All sales subject to Shermco Industries terms and conditions form SI-100995. All freight will be prepaid and added to the invoice.

EQUIPMENT

- 1. Qty: 1 ea. SF6 Circuit Switcher (Siemens CPV2, 1200A. S/N 3006340069-1)

WORKSCOPE

Shermco will provide NETA certified technician(s) to repair the SF6 tubing on the above listed equipment. We will then utilize a Dilo cart to refill the circuit switcher with customer supplied SF6 gas. If a manlift is required to complete this scope of work, one will be provided by the customer.

SCHEDULE

Shermco will provide services Monday-Friday, non-holiday and during normal business hours established from 7AM – 4 PM. Additional hours worked beyond normal business hours and holidays will be billable per Shermco established rates.

The start date is to be determined; work will be confirmed and scheduled upon the receipt of a purchase order. Please give at least two weeks' notice for scheduling purposes.

Note: This proposal is based on an estimated 1 straight time mobilization(s) to the work site. Additional or changes to the mobilization(s) are subject to additional billing.

Monday through Friday 7:00AM until 4:00 PM will be billed at a straight time (ST) rate.
Monday through Friday before 7:00AM or after 4:00PM will be billed at an overtime (OT) rate.
Saturday and after eight consecutive ST hours worked will be billed at an OT rate.
Sunday and after twelve consecutive hours worked will be billed at a premium time (PT) rate.

REPORT

Upon completion of the above listed work scope you will receive one (1) electronic copy of the report, prepared within thirty (30) working days. The report will include conditions and test data, with a summary of recommendations for future maintenance, replacement of components or replacement of apparatus.

GENERAL CONDITIONS

Work performed by Shermco Industries will be in accordance with the following:

1. The customer's electrician or engineer, familiar with the distribution system, is to be available during the testing and commissioning period.
2. The customer shall provide an auxiliary source of 120 volts, 60 hertz, single-phase power for lights, vacuum cleaners, small power tools and test equipment unless other agreements are made.
3. If primary injection testing of low voltage breakers is required, the customer shall provide an auxiliary source of single phase, 480-volt power (minimum 150 amperes), to operate high current test equipment. Upon customer request, Shermco can supply a generator for \$500.00 per day.
4. The customer is responsible for providing Shermco with all facility one-line drawings/ diagrams, control schematics, and equipment drawings. Shermco will require this information prior to the beginning of the project, during the pricing and submittal phase of the project. It is recommended that the customer provides an up-to-date protective device coordination study report including a device settings table, prior to Shermco starting to perform onsite testing. Otherwise all protective devices including but not limited to the following: protective relays, low voltage circuit breakers, ground fault protection devices, etc. will be tested and left at the "as found" settings.
5. Switching of electrical equipment is the responsibility of the customer. If Shermco is requested or required to perform the switching operations, no responsibility will be assumed by Shermco for any possible equipment failure during these switching operations. In the event Shermco has to perform switching, the customer will be charged for any cost incurred per Shermco established rates. Any utility service-disconnect or reconnect is to be scheduled by the customer so that the electrical equipment is available without delay. The "line side" or entire service entrance of the electrical equipment must be de-energized and available for testing before any system performance testing can be performed.
6. Site specific training is not included in the price.
7. Cancellations, which may include weather related issues, will be assessed with a mobilization and/or project management/completion charge based on expenses incurred. Delays due to circumstances beyond the control of the Shermco service personnel will be subject to additional billing at established rates. This includes stand-time for switching, power-up operations & equipment clearances and permitting.
8. This quotation is effective for 30 days from quotation date, unless otherwise authorized by Shermco Industries. If materials have been quoted and to be provided, additional costs may apply due to the rapid changing price of raw materials.
9. All permits required will be the responsibility of the customer.

Thank you for this opportunity to be of service. Should you have any questions please do not hesitate to give me a call.

Respectfully Submitted
Shermco Industries, Inc.

Sean Borgman

Sean Borgman
Territory Account Manager
Engineering Services Division
sborghman@shermco.com
(734) 634-3200





CITY OF HART

407 S. State St., Hart, MI 49420
Ph: 231-873-2488 Fax: 231-873-0100



SPECIAL EVENTS PERMIT

THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT.

DATE OF APPLICATION: 4-9-2001

NAME OF EVENT: Pound Fitness classes / Step bootcamp
Eventually a Step Class as well

DATE OF EVENT: Mon, Wed and Thursday TIME: 5 TO 6 POUND

RAIN DATE OF EVENT: MUST PROVIDE L 6-7-Step bootcamp

LOCATION AND/OR ROUTE OF EVENT: Would like to conduct these classes
through the summer/fall except when you have concerts
in the park etc....

DESCRIPTION OF EVENT: Cardio drumming class that provides the
perfect atmosphere for getting energized: Rocking out! for all levels

SPECIAL NEEDS:

NAME OF ORGANIZATION OR SPONSOR: JB Pound Fitness / Lakeside

ADDRESS: 2460 S 176th Ave
Hesperia MI 49421

CONTACT PERSON: Juanita Garza

PHONE: 231-720-9983 FAX:

EMAIL: garzaj@oceanasheriff.net

x Juanita M Garza 4-9-2001

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

IT IS YOUR RESPONSIBILITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED
IF YOUR APPROVED PERMIT INDICATES THAT A MEETING IS NEEDED. PLEASE NOTE THAT A 7 - 10 DAY
ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

POLICE: 873-2488, DPW: 873-3100, HYDRO: 873-5367, EMS: 873-8240

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gales Agency, Inc. 803 State St. PO Box 230 Hart, MI 49420 James L. Gale	231-873-3385			CONTACT NAME: James L. Gale PHONE (A/C, No, Ext): 231-873-3385 FAX (A/C, No): 231-873-0838 E-MAIL ADDRESS: jgale@galesagency.com
	INSURER(S) AFFORDING COVERAGE			
	INSURER A : West Bend Mutual			
	INSURER B :			
	INSURER C :			
	INSURER D :			
INSURER E :				
INSURER F :				

INSURED
 Lakeside Rehab Family Fitness
 Deb Windell
 601 E. Main St.
 Hart, MI 49420

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		1871443	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



HEALTH OR EXERCISE CLUBS (COMMERCIALLY OPERATED)

CERTIFICATE HOLDER

CANCELLATION

City of Hart 407 S State St Hart, MI 49420	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE James L. Gale

* APRIL 20TH COUNCIL MEETING

 CITY OF HART 407 S. State St., Hart, MI 49420 Ph: 231-873-2488 Fax: 231-873-0100 SPECIAL EVENTS PERMIT 	
THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT.	
DATE OF APPLICATION:	
NAME OF EVENT: <u>HART HISTORIC DISTRICT MUSEUM CAR SHOW</u>	
DATE OF EVENT: <u>JUNE 12, 2021</u>	TIME: <u>7am</u> TO <u>6pm</u>
RAIN DATE OF EVENT: MUST PROVIDE	
LOCATION AND/OR ROUTE OF EVENT: <u>570 E LINCOLN ST - HART HIST. DISTRICT</u> <u>LINE-UP ON GRASS BY CHURCH</u>	
DESCRIPTION OF EVENT: <u>CAR SHOW CONFESSIONS ^{GRASS AND CONCESSION}</u>	
SPECIAL NEEDS: <u>NO BARRICADES FOR EAST & WEST LINCOLN</u> <u>CORNER OF GRISWOLD/LINCOLN - CORNER UNION/LINCOLN</u>	
NAME OF ORGANIZATION OR SPONSOR: <u>HART HISTORIC DISTRICT MUSEUM</u>	
ADDRESS: <u>570 E. LINCOLN ST, HART, MI</u>	
CONTACT PERSON: <u>LEIGH FERGASON</u> <u>RUSS</u>	
PHONE: <u>231 869-2042</u>	<u>231 747-5916</u>
EMAIL: <u>pharmleigh@gmail.com</u>	
x <u>Leigh Fergason</u> SIGNATURE OF EVENT COORDINATOR/SPONSOR	
DATE <u>3/29/2021</u>	
IT IS YOUR RESPONSIBILITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED IF YOUR <u>APPROVED</u> PERMIT INDICATES THAT A MEETING IS NEEDED. PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING. POLICE: 873-2488, DPW: 873-3100, HYDRO: 873-5367, EMS: 873-8240	
SECTIONS BELOW TO BE COMPLETED BY THE CITY	
PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION:	YES OR NO
LOGISTICS MEETING NEEDED:	YES OR NO
DEPT. ATTENDING:	DPW POLICE EMS HYDRO
PERMIT NUMBER:	APPROVED BY CITY COUNCIL/CITY MANAGER
DATE OF APPROVAL/DENIAL:	YES OR NO
CONDITIONS:	
CITY REPRESENTATIVE'S SIGNATURE:	