City of Hart, Michigan
CITY COUNCIL AGENDA
April 25, 2023, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Adams, Burillo, Evans, Hodges, Klotz, Trygstad, Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing. We ask that you please limit your comments to 3 minutes.**
    a. Correspondence, Events, Presentations
6. Consent Agenda:
    a. Approval of Minutes from April 11, 2023 Council meeting.
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp.
7. Action Items
    a. Resolution 2023-17 Accept proposal from AIS and award work to upgrade Remote Terminal Unit (RTU) at city well houses, water towers, and booster station
    b. Resolution 2023-18 Designate ARPA funds to offset public safety payroll expenses
    c. Proclamation to Support Drive Safe Bills – tabled from April 11
8. Discussion Items
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates.)
11. Adjournment –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
April 11th, 2023
MINUTES – Draft

PRESENT: Councilors: Mayor Vicki Platt Justin Adams, Catalina Burillo (Late), Dean Hodges, and Amanda Klotz
ABSENT: Jim Evans and Kris Trygstad
OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter Energy Superintendent – Michael Schiller, Hart PD Chief – Juan Salazar, H.E.A.R.T Economic Director – Nichole Kleiner, Jim Cunningham, Mike Powers, and Sharon Hallack
Large crowd gathered in support of Drive Safe Bill.

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

APPROVAL OF AGENDA:

- A. Klotz motioned to approve the agenda and was supported by J. Adams
  - Ayes: 4 Nays: 0 Absent: 3

PUBLIC COMMENTS:

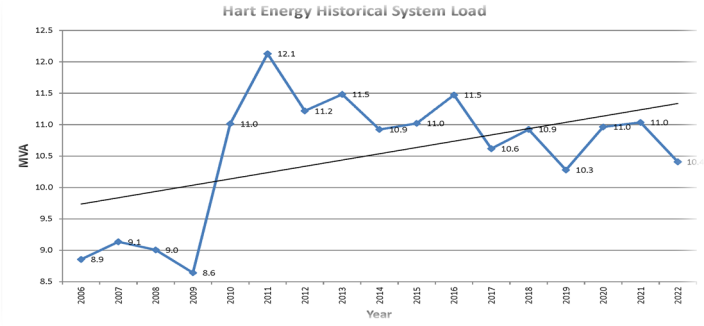
- Jim Cunningham 1117 Mason Ave, Speaking regards to article in the paper regarding additional City property off of hill top drive, I talked with the City Manager on Monday and the paper did make an error as it is not additional property to the City but the question is what to do with this City owned property: 1) Turn it into a residential area, 2) Make it into a park, or 3) Leave it as it is. I have talked with several people in the neighborhood the unanimously said leave it as it is. It is undeveloped and if you put in a residential area there are septic tanks running within 50 ft of the lake, the whole road would have to be redone leading down to that location and so on. Speaking on behalf of the residents in that subdivision, the City should leave that undeveloped.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Hart Energy System Study – Mike McGeehan GRP Engineering

SYSTEM LOAD STUDY

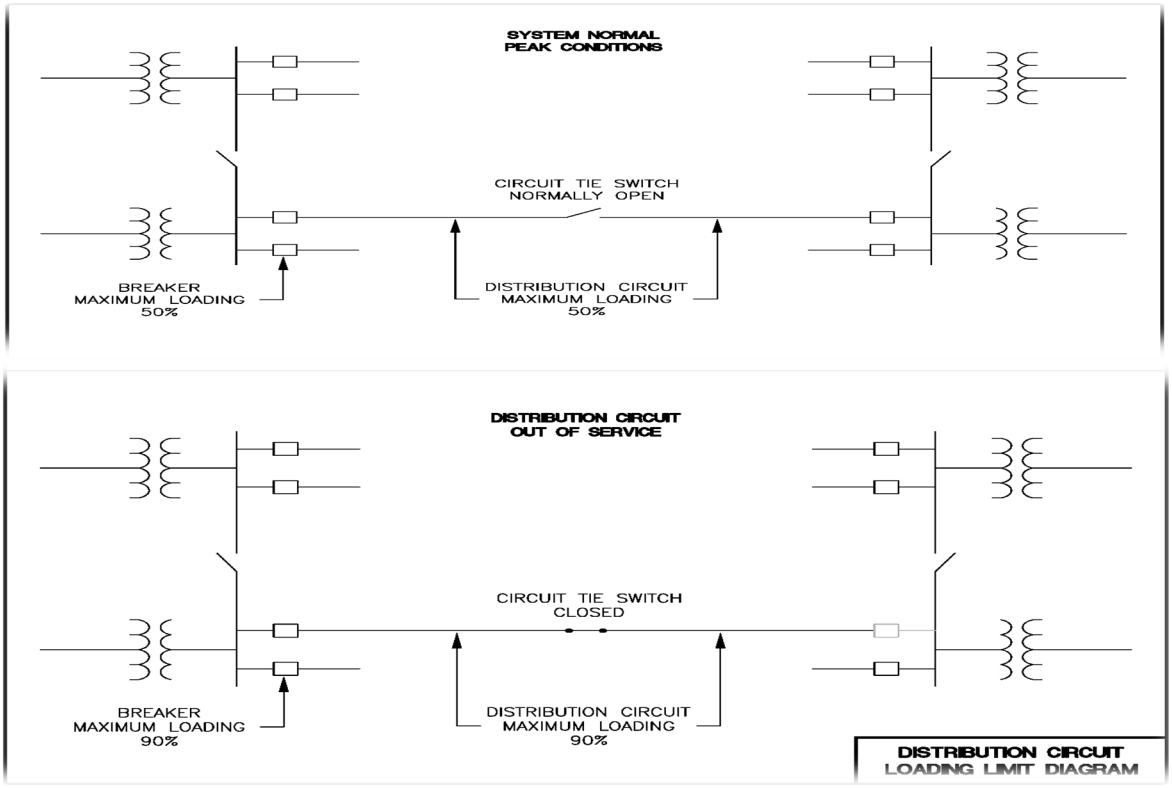
- Capacity Study
- Peak Conditions (Summer)
- Historical & Projected Load
- Operating Philosophy
- Substation Equipment
- Distribution System (Primary Only)
- System Assessment



OPERATING PHILOSOPHY

	Normal	1st Contingency
Substation Transformers	**40%**	**80%**
Distribution Conductors	**50%**	**90%**

- 1st Contingency – No Customer Outages
- System Goals



Hart Energy
Electrical System Study
Substation Loading Peak Conditions

88th Avenue Substation

Item	Device	Rating[1]	2022 Amps	2022 Capacity	2023 Amps	2023 Capacity	2027 Amps	2027 Capacity	2032 Amps	2032 Capacity	Notes
88_191	600A V-Switch	600	15	3%	15	3%	15	3%	16	3%	
88_291	600A V-Switch	600	0	0%	0	0%	0	0%	0	0%	
88_199	1200A Circuit Switcher	1,200	15	1%	15	1%	15	1%	16	1%	
88_299	1200A Circuit Switcher	1,200		0%		0%		0%		0%	
88_T1	10/12.5 MVA Xfmr	579	169	29%	169	29%	171	30%	174	30%	
88_T2	10/12.5/16 MVA Xfmr	695	0	0%	0	0%	0	0%	0	0%	
88_422	900A GOAB	900	169	19%	169	19%	171	19%	174	19%	
88_622	900A GOAB	900		0%		0%		0%		0%	
88_VR1	416kVA V_Regulator	578	169	29%	169	29%	171	30%	174	30%	
South (88th)	630A NOVA Recloser	630	109	17%	109	17%	111	18%	112	18%	
North (88th)	630A NOVA Recloser	630	40	6%	40	6%	41	6%	41	7%	
Bio Pure (88th)	630A NOVA Recloser	630	20	3%	20	3%	20	3%	21	3%	

Lambrix Substation

Item	Device	Rating[1]	2022 Amps	2022 Capacity	2023 Amps	2023 Capacity	2027 Amps	2027 Capacity	2032 Amps	2032 Capacity	Notes
LB_199	600A V-Switch	600	18	3%	18	3%	18	3%	18	3%	
LB_T1	10/12/16 MVA Xfmr	742	196	26%	197	27%	199	27%	202	27%	
LB_VR1	416kVA V_Regulator	578	196	34%	197	34%	199	34%	202	35%	
East (LB)	800A Viper Recloser	630	108	17%	108	17%	110	17%	111	18%	
Center (LB)	630A NOVA Recloser	630	0	0%	0	0%	0	0%	0	0%	
West/Rail Trail (LB)	630A NOVA Recloser	630	64	10%	64	10%	65	10%	66	10%	
Industrial (LB)	630A NOVA Recloser	630	24	4%	24	4%	24	4%	25	4%	

Hart Energy
Electrical System Study
Substation Loading Peak Conditions

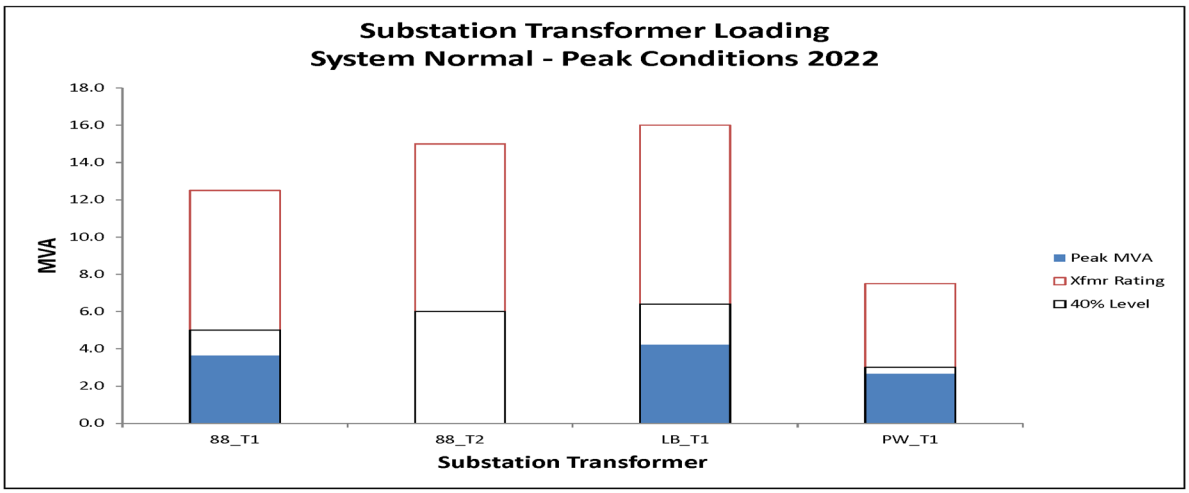
Powers Substation

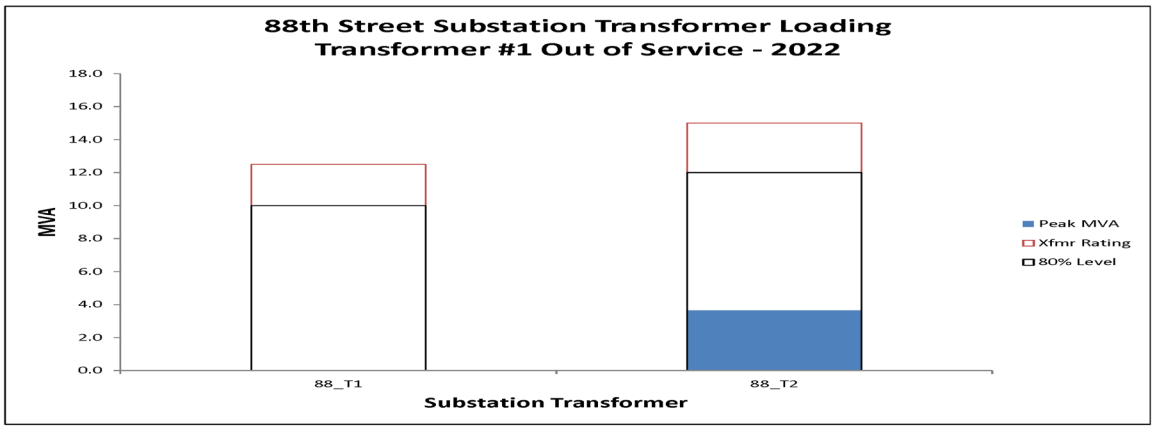
Item	Device	Rating[1]	2022 Amps	2022 Capacity	2023 Amps	2023 Capacity	2027 Amps	2027 Capacity	2032 Amps	2032 Capacity	Notes
PW-199	1200A V-Switch	1,200	33	3%	33	3%	34	3%	34	3%	
PW_T1	7.5 MVA Xfmr	1,042	369	35%	370	36%	374	36%	380	36%	
PW_VR1	250kVA V_Regulator	1,000	369	37%	370	37%	374	37%	380	38%	
South/School (PW)	800A NOVA Recloser	800	112	14%	112	14%	114	14%	115	14%	
North (PW)	800A NOVA Recloser	800	58	7%	58	7%	59	7%	60	7%	
Diesel (PW)	800A NOVA Recloser	800	199	25%	200	25%	202	25%	205	26%	
Spare (PW)	800A NOVA Recloser	800	0		0	0%	0	0%	0	0%	

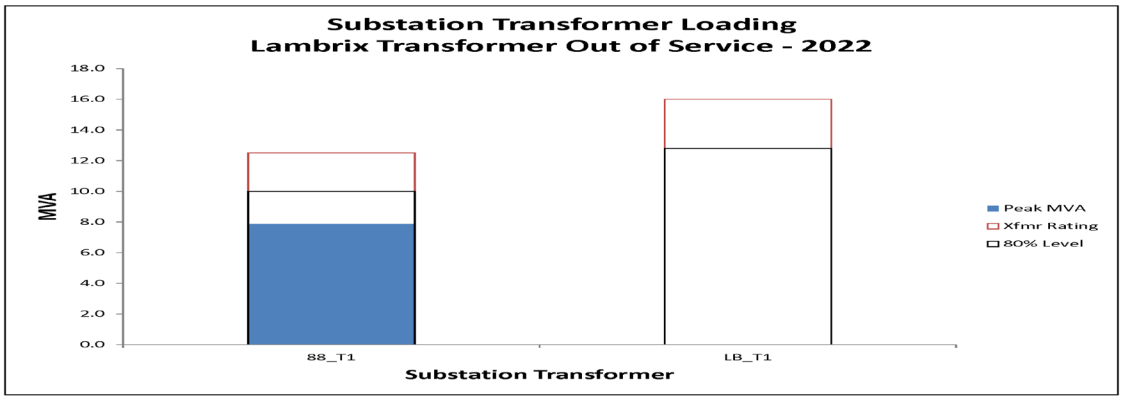
Diesel Plant

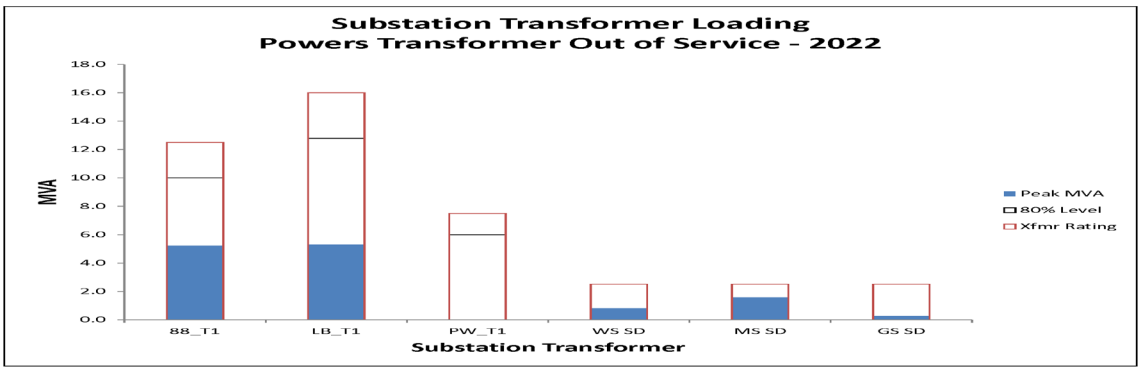
Item	Device	Rating[1]	2022 Amps	2022 Capacity	2023 Amps	2023 Capacity	2027 Amps	2027 Capacity	2032 Amps	2032 Capacity	Notes
Hydro (DP)	1200A Breaker	1,200	0	0%	0	0%	0	0%	0	0%	
Diesel (DP)	1200A Breaker	1,200	38	3%	38	3%	39	3%	39	3%	
South (DP)	1200A Breaker	1,200	161	13%	161	13%	163	14%	166	14%	
North (DP)	1200A Breaker	1,200	0	0%	0	0%	0	0%	0	0%	

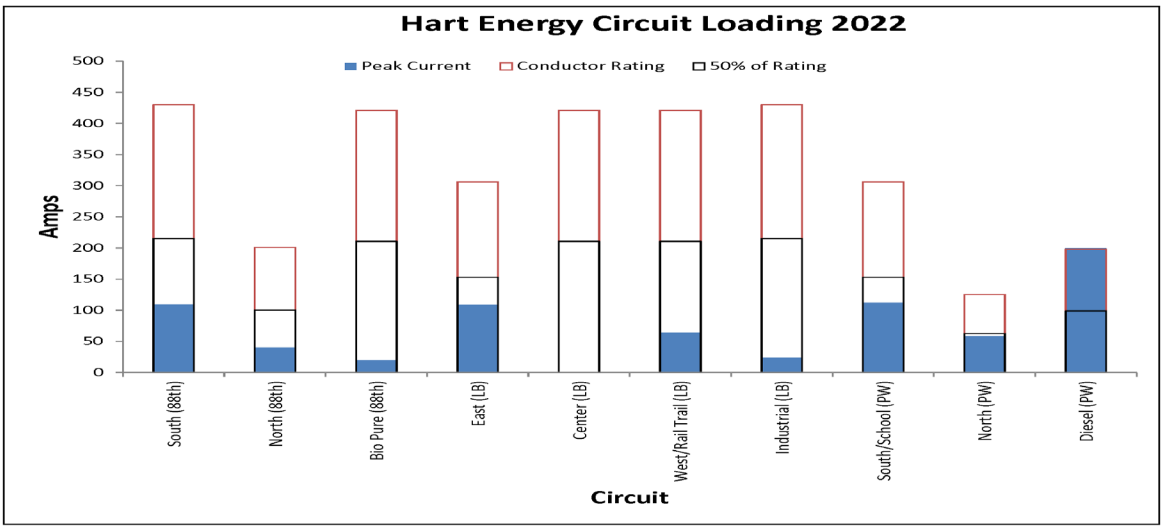
[1] Transformer ratings are given for FFA rating on the secondary side of the transformers. Secondary voltage is either 12.5kV or 4.16kV.
[2] Bus tie breaker/switch amps are calculated from the sum of adjacent bus breakers/switches.
[3] Cells highlighted in red represent transformers and their primary side equipment which are operating at or above 40% of nameplate rating OR secondary side (4.16/12.5kV) equipment which is operating at or above 50% of nameplate rating under normal peak load conditions.






Substation Transformer Loading
Lambrix Transformer Out of Service – 2022
MVA
18.0
16.0
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
88_T1
LB_T1
Substation Transformer
Peak MVA
Xfmr Rating
80% Level


Substation Transformer Loading
Powers Transformer Out of Service – 2022
MVA
18.0
16.0
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
88_T1
LB_T1
PW_T1
WS SD
MS SD
GS SD
Substation Transformer
Peak MVA
80% Level
Xfmr Rating


Hart Energy Circuit Loading 2022
Peak Current
Conductor Rating
50% of Rating
Amps
500
450
400
350
300
250
200
150
100
50
0
South (88th)
North (88th)
Bio Pure (88th)
East (LB)
Center (LB)
West/Rail Trail (LB)
Industrial (LB)
South/School (PW)
North (PW)
Diesel (PW)
Circuit

Hart Energy
Electrical System Study
Circuit Backup Review

Circuit Out-of-Service	Backup Circuit	Load Year 2022 Total Load	Recloser/ Breaker Capacity	Backup Circuit Conductor Capacity	Backup Circuit Sub Xfmr Capacity	Tie Point
Bio Pure (88th)	North (88th)	60	10%	30%	29%	88th & BioPure, 300A Solid Blades
South (88th)	North (88th)	149	24%	74%	29%	88th Sub Riser Poles, 300A Solid Blades
South (88th)	East (LB)	217	34%	71%	41%	Polk Rd east of State St, 600A Switch
North (88th)	Bio Pure (88th)	60	10%	14%	29%	88th & BioPure, 300A Solid Blades
North (88th)	South (88th)	149	24%	35%	29%	88th Sub Riser Poles, 300A Solid Blades
North (88th)	Diesel (PW)	319	40%	161%	47%	Main & Woodlawn, 600A Switch *(Step-Down)*
East (LB)	Center (LB)	108	17%	26%	26%	Polk Rd west of State St, 600A Switch
East (LB)	South (88th)	217	34%	50%	48%	Polk Rd east of State St, 600A Switch
East (LB)	Diesel (PW)	269	34%	136%	42%	Wood St W. of Union St, 600A Sw. *(4160V Load Only)*
East (LB)	Diesel (PW)	269	34%	136%	42%	Diesel Plant, 300A Solid Blades *(4160V Load Only)*
Center (LB)	West/Rail Trail (LB)	64	10%	15%	26%	Industrial Park Dr, 600A Disconnects
Center (LB)	East (LB)	108	17%	35%	26%	Polk Rd west of State St, 600A Switch
West/Rail Trail (LB)	Center (LB)	64	10%	15%	26%	Industrial Park Dr, 600A Disconnects
West/Rail Trail (LB)	Industrial (LB)	88	14%	20%	26%	GHSP Switchgear, 600A Switch (#101)
Industrial (LB)	West/Rail Trail (LB)	88	14%	21%	26%	GHSP Switchgear, 600A Switch (#101)
South/School (PW)	West/Rail Trail (LB)	101	16%	24%	31%	Water St & Wood St, 600A Switch
North (PW)	Diesel (PW)	257	32%	130%	35%	Main St & Water St, 300A Solid Blades
South (DP)	North (88th)	94	15%	47%	38%	Main & Woodlawn, 600A Switch *(Step-Down)*
South (DP)	East (LB)	162	26%	53%	34%	Wood St W. of Union St, 600A Sw.

[1] Ratings for transformers are given as FFA rating on the secondary side of the transformers. Breaker & recloser ratings are nameplate. Conductor ratings are based on maximum thermal conductor operating temperature.

[2] Cells highlighted in red represent high-side (138kV & 46kV) equipment and transformers which would be operating at or above 80% of nameplate rating OR low-side (4.16 & 12.5kV) equipment and conductors which would be operating at or above 90% of nameplate rating for these 1st contigency conditions.

Hart Energy
Electrical System Study
Circuit Backup Review

Circuit Out-of-Service	Backup Circuit	Load Year 2027 Total Load	Recloser/ Breaker Capacity	Backup Circuit Conductor Capacity	Backup Circuit Sub Xfmr Capacity	Tie Point
Bio Pure (88th)	North (88th)	61	10%	30%	30%	88th & BioPure, 300A Solid Blades
South (88th)	North (88th)	151	24%	75%	30%	88th Sub Riser Poles, 300A Solid Blades
South (88th)	East (LB)	220	35%	72%	42%	Polk Rd east of State St, 600A Switch
North (88th)	Bio Pure (88th)	61	10%	14%	30%	88th & BioPure, 300A Solid Blades
North (88th)	South (88th)	151	24%	35%	30%	88th Sub Riser Poles, 300A Solid Blades
North (88th)	Diesel (PW)	324	40%	163%	48%	Main & Woodlawn, 600A Switch *(Step-Down)*
East (LB)	Center (LB)	110	17%	26%	27%	Polk Rd west of State St, 600A Switch
East (LB)	South (88th)	220	35%	51%	49%	Polk Rd east of State St, 600A Switch
East (LB)	Diesel (PW)	272	34%	137%	43%	Wood St W. of Union St, 600A Sw. *(4160V Load Only)*
East (LB)	Diesel (PW)	272	34%	137%	43%	Diesel Plant, 300A Solid Blades *(4160V Load Only)*
Center (LB)	West/Rail Trail (LB)	65	10%	15%	27%	Industrial Park Dr, 600A Disconnects
Center (LB)	East (LB)	110	17%	36%	27%	Polk Rd west of State St, 600A Switch
West/Rail Trail (LB)	Center (LB)	65	10%	15%	27%	Industrial Park Dr, 600A Disconnects
West/Rail Trail (LB)	Industrial (LB)	89	14%	21%	27%	GHSP Switchgear, 600A Switch (#101)
Industrial (LB)	West/Rail Trail (LB)	89	14%	21%	27%	GHSP Switchgear, 600A Switch (#101)
South/School (PW)	West/Rail Trail (LB)	103	16%	24%	32%	Water St & Wood St, 600A Switch
North (PW)	Diesel (PW)	261	33%	132%	36%	Main St & Water St, 300A Solid Blades
South (DP)	North (88th)	95	15%	47%	39%	Main & Woodlawn, 600A Switch *(Step-Down)*
South (DP)	East (LB)	164	26%	54%	34%	Wood St W. of Union St, 600A Sw.

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[2] Cells highlighted in red represent high-side (138kV & 46kV) equipment and transformers which would be operating at or above 80% of nameplate rating OR low-side (4.16 & 12.5kV) equipment and conductors which would be operating at or above 90% of nameplate rating for these 1st contigency conditions.

Hart Energy
Electrical System Study
Circuit Backup Review

Circuit Out-of-Service	Backup Circuit	Load Year 2032 Total Load	Recloser/ Breaker Capacity	Backup Circuit Conductor Capacity	Backup Circuit Sub Xfmr Capacity	Tie Point
Bio Pure (88th)	North (88th)	62	10%	31%	30%	88th & BioPure, 300A Solid Blades
South (88th)	North (88th)	153	24%	76%	30%	88th Sub Riser Poles, 300A Solid Blades
South (88th)	East (LB)	223	35%	73%	42%	Polk Rd east of State St, 600A Switch
North (88th)	Bio Pure (88th)	62	10%	15%	30%	88th & BioPure, 300A Solid Blades
North (88th)	South (88th)	153	24%	36%	30%	88th Sub Riser Poles, 300A Solid Blades
North (88th)	Diesel (PW)	328	41%	166%	48%	Main & Woodlawn, 600A Switch *(Step-Down)*
East (LB)	Center (LB)	111	18%	26%	27%	Polk Rd west of State St, 600A Switch
East (LB)	South (88th)	223	35%	52%	49%	Polk Rd east of State St, 600A Switch
East (LB)	Diesel (PW)	275	34%	139%	43%	Wood St W. of Union St, 600A Sw. *(4160V Load Only)*
East (LB)	Diesel (PW)	275	34%	139%	43%	Diesel Plant, 300A Solid Blades *(4160V Load Only)*
Center (LB)	West/Rail Trail (LB)	66	10%	16%	27%	Industrial Park Dr, 600A Disconnects
Center (LB)	East (LB)	111	18%	36%	27%	Polk Rd west of State St, 600A Switch
West/Rail Trail (LB)	Center (LB)	66	10%	16%	27%	Industrial Park Dr, 600A Disconnects
West/Rail Trail (LB)	Industrial (LB)	91	14%	21%	27%	GHSP Switchgear, 600A Switch (#101)
Industrial (LB)	West/Rail Trail (LB)	91	14%	22%	27%	GHSP Switchgear, 600A Switch (#101)
South/School (PW)	West/Rail Trail (LB)	104	17%	25%	32%	Water St & Wood St, 600A Switch
North (PW)	Diesel (PW)	265	33%	134%	36%	Main St & Water St, 300A Solid Blades
South (DP)	North (88th)	96	15%	48%	40%	Main & Woodlawn, 600A Switch *(Step-Down)*
South (DP)	East (LB)	166	26%	54%	35%	Wood St W. of Union St, 600A Sw.

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SYSTEM ASSESSMENT – SUBSTATIONS

- **Lambrix Substation**
  Recloser Controllers
  Rusting & Equipment
  Energized Parts / Contact Points
- **88th Substation**
  Rusting & Equipment
  Energized Parts / Contact Points
- **Powers Substation**
  Recloser Controllers
  Rusting Equipment

SYSTEM ASSESSMENT – DISTRIBUTION CIRCUITS

- Aged Construction / Copper Conductors (4.1 6kV)
- Underrated Equipment on Mainlines
- Pole Height & Accessibility (Diesel Tie Line)
- Direct Buried Underground Cable

ANALYSIS SUMMARY

- Substation Transformer Loading
- Distribution Circuit Loading
- Voltage Drop
- Circuit Ties – Loading & Voltage Drops
- Loss of Transmission Source
- Electrification

RECOMMENDATIONS

- Substation Recloser Controller Replacement
- Substation Aged Equipment
- Circuit Tie Switches

- Distribution Circuit Voltage Conversions
- Distribution Circuit Rebuilds
- Powers Substation Transformer Replacement
- Circuit Reclosers
- GIS & SCADA

2023 PROJECT LIST

Year	Project #	Priority	Ranking	Project Description	Risks If Delayed / Not Completed	Estimated Cost
2023	201	High		**Lambrix Substation Recloser Controller Replacement** Replacement of three Cooper Form-6 recloser controllers at Lambrix Substation with three new SEL-651RA controllers, power & control cables, conduit modifications, wire jumpers, and wildlife guards.	Loss of service to all Lambrix Substation customers for a downline distribution circuit fault. The existing controllers have a history of locking up and needing to be powered down to fix the issue. The reclosers do not operate when the controllers are locked up, therefore the substation transformer fuse(s) will operate.	$80,000
2023	202	High		**Powers Substation Recloser Controller Replacement** Replacement of four Cooper Form-6 recloser controllers at Powers Substation with four new SEL-651RA controllers, power & control cables, conduit modifications, wire jumpers, and wildlife guards.	Loss of service to all Powers Substation customers for a downline distribution circuit fault. The existing controllers have a history of locking up and needing to be powered down to fix the issue. The reclosers do not operate when the controllers are locked up, therefore the substation transformer fuse(s) will operate.	$60,000
2023	209	Medium		**88th Avenue Substation HVAC Installation** Installation of new HVAC system in the control house at 88th Avenue Substation.	Premature failure of electronic relays and control devices within the control house due to inability to regulate temperature and prevent condensation.	$77,000
2023	301	High		**South (DP) Circuit 15kV Switch Installation** Installation of one 3-phase, 15kV, 600A gang operated switch at the corner of Washington Street and S. State Street. This switch will be used as a sectionalizing switch to split the load on the South (DP) Circuit for the Diesel Tie Line Contingency Switching.	During peak load conditions, the Diesel Plant circuits cannot be backed up should the Diesel Tie Circuit from Powers Substation become unavailable.	$10,000
2023	302	Medium		**South (DP) & Lambrix East 15kV Switch Installation** Installation of one 3-phase, 15kV, 600A gang operated switch at corner of Hart Street and E. Main Street. This switch will be used as a tie switch for connection between the East (LB) and South (DP) circuits along with North (88th) at 4160V.	During peak load conditions and first contingency loss of equipment will have less available tie points.	$10,000
2023	303	High		**South (PW) 3-Phase Voltage Conversion** Conversion of the entire Powers South Circuit from 2.4/4.16kV to 7.2/12.5kV. Utilize Lambrix West Circuit as 12.5kV source.	Initial step in the distribution circuit voltage conversion process. This is step 1 of 4 of voltage conversion on the system. Without completion of this project, there is not a way to currently support all of the Powers Substation load on the peak loading day.	$25,000
2023	304	Medium		**East (LB) 3-Phase Capacitor Bank Upgrade** Upgrading of the 300kVAR capacitor bank on South (DP) along State Street to a switched 450kVAR.	Once the load from South (DP) is transferred to East (LB) Circuit, low voltage conditions on South (DP) Circuit along Johnson Street develop. Increasing the size of the existing capacitor bank will correct the low voltage condition on the peak loading day.	$15,000
2023	305	High		**Lake Road Overhead Rebuild** Reconstruction of 1.2 miles of two-phase #6 HDCU with three-phase #1/0 ACSR & 1.7 miles of single-phase #6 HDCU with #2 ACSR all insulated for 15kV operation including dual-voltage transformers.	Risk of continued failures causing customer outages due to aged poles, line hardware, insulators and conductor.	$450,000
						$727,000

2024 PROJECT LIST

Year	Project #	Priority	Ranking	Project Description	Risks If Delayed / Not Completed	Estimated Cost
2024	203	Medium		**Lambrix Substation Aged Equipment Replacement** Replacement of Main Bus PT fuse box, station service fuse holder, and jumpers to/from the station service fuse at Lambrix Substation. Includes one new fuse box with terminal blocks, fuses, and test switches mounted to bus structure and connected to existing conduit system. Also includes new secondary control cable between the fuse box and the potential transformers plus between the fuse box and the recloser controllers.	Possible catastrophic failure of the fuse and holder should a fault occur at the station service transformer as the fuse is not rated for the available fault current at the 12.47kV bus.	$35,000
2024	204	Medium		**Powers Substation Aged Equipment Replacement** Replacement of station service fuse holder and jumpers to/from the station service fuse at Powers Substation. Includes new substation rated fuse holder, coated jumpers, and wildlife guards.	Possible catastrophic failure of the fuse and holder should a fault occur at the station service transformer as the fuse is not rated for the available fault current at the 12.47kV bus.	$25,000
2024	306	High		**Diesel Tie Line (PW) Rebuild** Reconstruction of 0.65 miles of three-phase #1/0 ACSR with new three-phase #366.4 ACSR as an express feeder insulated for 15kV and at standard distribution height. Rebuild on new centerline along Main Street and Water Street to the existing switchgear. Complete project in conjunction with Powers North Circuit rebuild as a double-circuit line.	Inability to repair poles, hardware, and conductor that are beyond the reach of Hart Energy owned equipment. Voltage issues downline of the Diesel Plant switchgear due to existing conductor size.	$250,000
2024	307	High		**North (PW) 3-Phase Voltage Conversion & Rebuild** Reconstruction of 0.6 miles of three-phase #6 HDCU with new three-phase #366.4 ACSR from Powers Substation to Water Street, 0.2 miles of V-phase #6 HDCU with #2 ACSR, plus 0.2 miles of three-phase #6 HDCU and 0.6 miles of single-phase #6 HDCU with #2 ACSR, along the overhead sections of the Diesel Tie line. Complete project in conjunction with Diesel Plant Tie Line rebuild as a double-circuit line.	Step 2 in the distribution circuit voltage conversion process. This project is being done in conjunction with the Diesel Tie Line Rebuild that will correct the low voltage caused by the Diesel Tie. Completion of this project will reduce the loading on Powers Substation, reduce voltage drop of the North (PW) Circuit, and create a stronger system tie point.	$475,000
2024	308	Low		**Electric System GIS Phase 1** Implementation of the initial phase of a GIS database and mapping for the electric system. Completion of this first phase will create the main GIS database for the electric system including primary features (i.e. poles, transformers, capacitor banks, cabinets, switches, and conductors) plus customer meters geolocated. Data and maps to be available on desktop and mobile devices.	Continued use of paper maps, lengthier time completing underground system locates, manual updates to historical paper files, difficulty in sharing system information with staff.	$165,000
						$950,000

2025 PROJECT LIST

Year	Project #	Priority	Ranking	Project Description	Risks If Delayed / Not Completed	Estimated Cost
2025	205	Medium		**Substation Regulator Controller Replacement** Replacement of three existing Siemens MJ-3A voltage regulator controllers and cabinets at Powers Substation with new SEL-2431 regulator controllers and cabinets.	Cabinets will eventually rust through exposing the controllers to the outside elements. Controllers are digital devices and more than 20 years old, if not replaced they could fail while in service.	$25,000
2025	206	Low		**88th Avenue Substation Transformer #1 Painting** Cleaning, preparation and painting of Transformer #1 at 88th Avenue Substation due to rusting on the top plate. Transformer will be cleaned in accordance with SSPC-SP3 and sealed with an epoxy mastic primer and will have a polyurethane finish. Radiators and inside of control cabinet will not be cleaned or painted.	Although rust is currently at the surface level, allowing rust to penetrate steel plate could result in future failure of the transformer. The power transformer is the most critical piece of equipment in any substation. Due to the cost and long lead times, this critical piece of equipment must be kept in excellent condition.	$15,000
2025	312	Low		**Electric System GIS Phase 2** Completion of the second phase of GIS database and mapping for the electric system. Second phase will include secondaries, services, and street lights.	GIS mapping will be limited to primary lines and equipment including distribution transformers.	$150,000
2025	309	High		**South (DP) 3Ø Rebuild & Voltage Conversion (Phase 1)** Conversion of the Diesel Plant South Circuit from the Diesel Plant switchgear to the corner of State Street & Washington Street from 4.16kV to 12.5kV. This section of the circuit will initially be fed from Lambrix Center Circuit through a step-down transformer, then moved to Lambrix West Circuit once the voltage is converted to 12.5kV.	Third step in the distribution circuit voltage conversion process. This project will reduce the loading on the Lambrix Substation and unload the Center (LB) Circuit as a backup or spare feeder.	$22,000
2025	310	High		**Plum Street & 72nd Street 1-phase Underground Tie** Replacement of 0.4 miles of single-phase underground cable plus associated cabinets and transformers on Plum Street from East Main Street north to the end of the line, construction of 0.3 miles of new single-phase underground cable from Plum Street to the existing underground on 72nd Street, plus reinsulation and voltage conversion on the single-phase overhead west of the dam.	Potential customer outages due to aged underground cable and padmount equipment including the dam crossing that has already experienced two failed cables. Cable repairs would require excavations and splices added at failure points.	$225,000
2025	311	Medium		**North (88th) Upgrade 1-Phase Switches to 3-Phase** Replacement of single-phase 300A solid blade disconnects with 600A three-phase gang switches on 88th Avenue North Circuit including full capacity jumpers.	Disruptions in service due to ferroresonance caused by single-phase switching operations. Inability to carry full circuit or backup loads due to limited jumper ampacity.	$25,000
2025	312	Low		**Electric System GIS Phase 2** Implementation of the initial phase of a GIS database and mapping for the electric system. Completion of this first phase will create the main GIS database for the electric system including primary features (i.e. poles, transformers, capacitor banks, cabinets, switches, and conductors) plus customer meters geolocated. Data and maps to be available on desktop and mobile devices.	Continued use of paper maps, lengthier time completing underground system locates, manual updates to historical paper files, difficulty in sharing system information with staff.	$165,000
						$827,000

2026 – 2027 PROJECT LIST

Year	Project #	Priority	Ranking	Project Description	Risks If Delayed / Not Completed	Estimated Cost
2026	313	High		**Harrison Road & Lever Road Rebuild** Reconstruction of 0.60 miles of three-phase #6 HDCC with three-phase #2 ACSR through the orchard south of Lever Road and east on Lever Drive to Oceana Drive, plus reconstruction of 0.55 miles of single-phase #6 HDCU with single-phase #2 ACSR on Lever Road east of Oceana Drive.	Risk of failures causing customer outages due to aged poles, line hardware, insulators and conductor, plus higher system losses.	$330,000
2026	314	High		**Diesel (DP) & East (LB) Circle Drive Underground Tie** Upgrade of single-phase underground tie to three-phase between Diesel (DP) and East (LB) along Circle Drive / Hill-n-Dale including installation of normally open padmount switch.	Inability to replace Powers Substation transformer and complete voltage conversion to 12.5kV.	$110,000
2026	315	Low		**Electric System GIS Phase 3** Completion of the third phase of GIS mapping for the electric system including poles, construction assemblies, and joint-use attachments.	Pole, construction, and joint-use data will not be documented and GIS mapping will be limited to primary, secondary, and service lines.	$80,000
						$520,000
2027	207	Low		**SCADA System** Installation of a SCADA system at all three substations including connections to substation reclosers and meters, plus communications back to and computer hardware installation at the Hart Energy building.	Need to travel to the substations to obtain system status which is especially critical during outage conditions. Less accurate system analysis due to lack of historical circuit load data.	$160,000
2027	316	High		**South (DP) 3Ø Rebuild & Voltage Conversion (Phase 2)** Reconstruction of 1.65 miles of single-phase overhead #4/0 HDCU to #336 ACSR and 0.4 miles of single-phase #6 HDCU plus voltage conversion from 4.16kV to 12.5kV along State Street from Washington Street to the south end of the circuit. This circuit will remain fed from Lambrix Center Circuit until Powers Substation is converted to 12.5kV.	Fourth step in the distribution circuit voltage conversion process. Completion of this project will reduce the loading on North (88) Circuit and create a 600A tie to the North (88) from West (LB).	$725,000
2027	317	Medium		**Hydro Generator Tie Line Voltage Conversion** Reconstruction of the Hydro pole-mount transformer structure, unjacketed underground cables, and replacement of the Hydro transformer. Conversion of the Hydro Tie Line to 12.5kV temporarily utilizing Lambrix West as the source.	Risk of failures causing outages at the Hydro due to aged poles, hardware, unjacketed underground cable.	$60,000
						$945,000

2028 PROJECT LIST

Year	Project #	Priority	Ranking	Project Description	Risks If Delayed / Not Completed	Estimated Cost
2028	208	High		**Powers Substation Transformer Replacement** Replacement of the 7.5MVA power transformer and set of voltage regulators at Powers Substation with one new 10/12/16MVA LTC transformer, foundation, secondary oil-containment system, and 15kV bus modifications.	The Powers Substation 7.5MVA transformer and voltage regulators are currently loaded to 35% and 37% respectively. The voltage regulators will be at 38% by 2032, this is approaching the 40% loading criteria for upgrades. All load the North (PW) and South (PW) Circuits currently serve has been converted to 12.5kV. A step-down should be installed to supply the Diesel Tie Line and a new transformer with 12.5kV secondary voltage.	$2,400,000
2028	318	Medium		**W. Harrison Road Line Recloser** Installation of a three-phase line recloser on W. Harrison Road at the riser pole east of the Dam.	Longer outage durations caused by fuse operations for temporary faults on this lengthy rural section of line.	$30,000
2028	319	Medium		**N. State Street & Lake Road Line Recloser** Installation of a three-phase line recloser at the North State Street & Hill-n-Dale riser watching State St & Lake Road.	Longer outage durations caused by fuse operations for temporary faults on this lengthy rural section of line.	$30,000
						$2,460,000

Substation Abbreviations	
LB	Lambrix Substation
88th	88th Avenue Substation
PW	Powers Substation
DP	Diesel Plant

2023 - 2028 Total $6,229,000

CONCLUSIONS

- Substation Transformer & Equipment Capacity
- Distribution Circuit Capacity Issues

- Circuit Backup Needed (Diesel Circuit)
- Distribution Circuit Voltage Issues
- Reliability
- Phased Projects – Maintain Operational Goals

- 2023 Chamber of Commerce Calendar of Events



CONSENT AGENDA:

- Approval of minutes from April 11th, 2023.
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
    - A. Klotz motioned to approve Consent Agenda and supported by J. Adams
        - Ayes: 4 Nays: 0 Absent: 3

ACTION ITEMS:

- Resolution 2023-14 Authorize purchase of replacement BioPure Channel Grinder
  WHEREAS, The City of Hart owns, operates, and maintains a BioPure wastewater treatment facility that requires continual maintenance to meet system demands, and;
  WHEREAS, The Hart BioPure plant regularly receives many foreign and hard to break down items of plastic or cloth origin that are introduced to our wastewater sewer system, and;

WHEREAS, A channel grinder that reduces the ability for these foreign materials to pass through the BioPure plant has failed and requires replacement, and;
WHEREAS, The City has sought competitive quotes to replace the failed grinder, and;
WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:
NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Accepts quotes from JWC Environmental in the amount of $45,717 and Hamlett Environmental in the amount of $35,025.36. To replace the existing faulty device and;
Authorizes the purchase of the lower quoted Vogelsang XRipper Channel Grinder from Hamlett Environmental

- J. Adams Motioned to approve Resolution 2023-14 and supported by D. Hodges
  - Ayes: 4 Nays: 0 Absent: 3

- Resolution 2023-15 Declare Surplus property and authorize sale of City Hall Safe

WHEREAS, Hart City Hall continues to consolidate office space in an effort to improve efficiency in daily operations and provide the highest use case for existing City Hall space, and;
WHEREAS, in a recent effort to move the City Assessor closer to other City staff, freeing up an office to be repurposed into a more usable space, the need for the long serving floor safe is no longer required, and;
WHEREAS, it is in the best interest of the City to designate the sage as obsolete, surplus material and to allow the City to attempt to recoup a portion of the original investment through a sale of the safe, and;
WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:
NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Designates the City Hall Floor Safe as obsolete and/or surplus materials; and
Authorize the sale of the surplus materials through a public bid process.

- A. Klotz Motioned to approve Resolution 2023-15 and supported by J. Adams
  - Ayes: 4 Nays: 0 Absent: 3

- Resolution 2023-16 Resolve the City of Hart as a Welcoming City of Hart

WHEREAS, The City Of Hart is a community of diversity with a long standing history of interaction with community members of various heritage and backgrounds being pivotal in the City's continued growth, and;
WHEREAS, all people, including immigrants, are respected, valued and are vital to our shared prosperity, and;
WHEREAS, fostering a welcoming environment for all people, regardless of race, religion, ethnicity, or place of origin enhances Hart's cultural fabric, economic growth, and overall wellbeing for current and future generations, and;
WHEREAS, Hart has long been recognized as a hospitable and welcoming community where diverse people, families, and institutions thrive and the contributions of all are celebrated and valued, and;
WHEREAS, Hart is committed to continuing to build a welcoming and neighborly atmosphere in our community, where all are welcomed accepted and fully integrated, and;
WHEREAS, Community efforts that promote understanding and collaboration between out native-born and foreign-born community members are crucial in encouraging and preserving Hart's welcoming environment, and;
WHEREAS, Hart encourages our businesses, civic groups, schools, government agencies, and other community institutions to undertake their own initiatives, beyond this resolution, to make Hart a welcoming place for new residents regardless of their origin;
NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Declares the City of Hart a Welcoming City that embraces all residents and visitors regardless of race, creed, or national origin; strives for unity and harmony in our community; and respects the essential human dignity of all people.

- J. Adams Motioned to approve Resolution 2023-16 and supported by D. Hodges
  - Ayes: 4 Nays: 0 Absent: 3

- Proclamation to Support Drive Safe Bills

CITY OF HART – OFFICIAL PROCLAMATION
CITY OF HART CITY COUNCIL HEREBY PROCLAMS IN SUPPORT OF THE DRIVE SAFE BILLS
April 11, 2023
WHEREAS, Michigan extended a universal right to a driver's license to all Michigan residents who were capable and qualified to pass a knowledgeable and practical driving test until 2008 when the rights of some Michiganders, who were unable to provide proof of legal presence, were revoked, and;
WHEREAS, current immigration law systematically excludes many members of our immigrant communities from a path to permanent status or even temporary legal presence and therefore rendered those residents unable to obtain a Michigan driver's license since 2008, and;
WHEREAS, all persons (including immigrants) without a driver's license experience a diminished quality of life effecting their ability to take care of themselves and their families, work and attend schools, and fully participate in the community they call home, and;
WHEREAS, this nation has a strong tradition and heritage in welcoming immigrants, it too, has an unfortunate history of xenophobic, segregationist, and unequal policies that discriminate against and disproportionately affect immigrants, and;
WHEREAS, immigrants who are prevented access to a driver's license continue to experience daily anxiety, toxic stress, and perpetual worry that if they drive without a license, they are likely to be targeted and/or detained by federal immigration officials, and;
WHEREAS, undocumented immigrants have the same hopes, fears, and dreams as every other member of our community. We acknowledge their humanity and support them in their struggle for permanent protection, dignity, and respect, and;
WHEREAS, in recent years, new laws have been passed that now offer driver's licenses to immigrants residing in the following statement and territories: California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Maryland, Nevada, New Mexico, New York, Oregon, Puerto Rico, Utah, Vermont, Washington, and Washington D.C, and;
WHEREAS, The City of Hart is a welcoming City and in pursuit of securing the benefits of efficient self-government and to promote and protect our common interest and welfare, the City Council makes the flowing proclamation;
NOW THEREFORE BE IT PROCLAMED, that the Hart City Council calls on the State of Michigan and its leaders to support the restoration of driving rights of Michiganders by passing the Drive Safe bills speedily.

- **After lots of discussion and comments from the City Council and attendees in the audience, A. Klotz motioned to table the proclamation due to council members wanting to do more research/review on the Drive Safe Bill and supported by D. Hodges**
  - Ayes: 4 Nays: 1 Absent: 2

DISCUSSION ITEMS:

- Special Event Permit – Hart Hills Bike Race

CITY MANAGER'S REPORT:

UPDATES:

- Due to some engineering and easement delays, the Safe Routes to School project will be delayed until Spring of 2024. This may be a good thing as the current schedule was very tight between April bid letting for a June construction start. A more methodical plan will be assembled over the summer in anticipation of a smooth project deployment early next year.
- Several local community stakeholders and local leadership have reached out to City staff & the Mayor. The recurring sentiment is that our neighboring communities & special interest groups are encouraged with some of the efforts being made in Hart to strengthen our community & engage in new business development. There will be opportunities for the City to work with our neighbors more in the coming months / years, and Hart is in a good position to help champion various upcoming efforts.

- As budgeted in the 2023 fiscal budget, the City will be moving forward on security camera installation. Chief Salazar and the City manager have sought quotes from qualified vendors and are comfortable moving forward with the most qualified vendor to provide this added security to our City hall campus.
- Bill Secunda, the artist commissioned to create our Tin Man has indicated that he should be ready early June in anticipation of an unveiling the day of the 50th Annual National Asparagus Festival.
- The City Treasurer is enrolled to attend the Michigan Municipal Treasurer Association Institute this month. This is year two of a three-year path to become a Michigan Certified Professional Treasurer. The Michigan Municipal Risk Management Authority will be covering some of the costs of this program upon completion.
- Earth Day celebration at the Oceana County Fairgrounds April 22nd.
- Hart Hill gravel bike race April 22nd.

Legacy Topics:

- The Charter review committee has finished its assessment for phase one City Charter amendments. The committee will continue its review to identify additional changes for review by the council. The amendments will be processed for ballot approval at the next general election.

Upcoming Topics:

- Adoption of 2022-2026 Park and Rec Master Plan
- Veteran's Memorial Park final design approval
- Water, Wastewater, and Energy rate studies = 2024 Utility Rate recommendations.
- Council adoption of code enforcement policies, procedures, and implementation

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- None

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned upon a motion by C. Burillo and supported by J. Adams. The next regularly scheduled meeting will be on April 28th, 2023, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Payables Date 4.25.2023	Description	Total	General +	DPW	Energy	BPTF	Water
BS&A	Tax System Annual Service Fee	$ 391.00	$ 391.00				
Charter	Hart Commons Internet	$ 114.99			$ 114.99		
Cutter, Paul	Reimburse Bidding cost	$ 106.32				$ 106.32	
ETNA	Parts/Supplies	$ 2,208.00					$ 2,208.00
Fife Water Services, Inc.	Water Testing	$ 615.00				$ 615.00	
Freed Mgmt	#3 JGP Mgrs	$ 3,500.00	$ 3,500.00				
Frontier	Dam - Auto Dialer	$ 94.54			$ 94.54		
Frontier	Diesel Plant	$ 79.76			$ 79.76		
Frontier	JGP	$ 134.92	$ 134.92				
GRP Engineering	System Study & 5-Year Plan	$ 2,000.00			$ 2,000.00		
Hart Cemetery Commission	A-M-J 2023 Contribution	$ 4,250.00		$ 4,250.00			
Irwin, David	Refrigerator Recycling Rebate	$ 50.00			$ 50.00		
Jeff Iteen Builder	Reinstall DPW Garage door springs	$ 315.00		$ 315.00			
Jon's to Go	Portable Restrooms	$ 330.00	$ 110.00		$ 220.00		
Lawson-Fisher	Daily Impoundment Data Review	$ 638.62			$ 638.62		
Lawson-Fisher	2022 DSSMR Dev. & Coordination	$ 1,529.89			$ 1,529.89		
Lawson-Fisher	2022 Water Quality Monitoring Report	$ 977.71			$ 977.71		
LEAF	Police Copier Lease Fee	$ 39.00	$ 39.00				
McKenna	Planning Services	$ 815.00	$ 815.00				
Medler Electric	Parts/Supplies	$ 132.99			$ 132.99		
Merit	Annual Service Fee	$ 14,130.00	$ 2,826.00	$ 1,413.00	$ 4,945.50	$ 1,413.00	$ 3,532.50
Mika Meyers	Legal Services	$ 3,383.50	$ 3,383.50				
MPPA	Purchased Power	$ 55,459.75			$ 55,459.75		
MPPA	Purchased Power	$ 32,536.93			$ 32,536.93		
Napa Auto Parts	Auto Parts/Supplies	$ 9.17	$ 9.17				
Office Machines Co.	Police Copier Overage Fee	$ 40.45	$ 40.45				
Power Line Supply	Parts/Supplies	$ 429.70			$ 429.70		
Pranger Property Mgmt	CH/CC Cleaning Services	$ 168.00	$ 168.00				
Quill	Monitor	$ 329.99				$ 329.99	
Quill	Monitor Wall Mount	$ 59.99				$ 59.99	
Quill	Monitor	$ 159.99				$ 159.99	
R.A. Dinkel	Trunk Organizers	$ 274.03	$ 274.03				
R.A. Dinkel	Lunch Coolers	$ 1,381.53	$ 1,381.53				
Ricoh	Late Fee	$ 5.30	$ 5.30				
Schmieding, Kevin	Reimburse DOT Physical	$ 75.67			$ 75.67		
State of Michigan	2023 Groundwater Annual Permit	$ 3,677.38				$ 3,677.38	
State of Michigan	JGP License Renewal Fee	$ 221.00	$ 221.00				
VRC	Office Recycling Service	$ 55.32	$ 55.32				
W. Mich. Criminal Justice	MCOLES Spring 2023 Distribution	$ 340.33	$ 340.33				
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
		$ -					
	Sub-total	**$ 131,060.77**	**$ 13,694.55**	**$ 5,978.00**	**$ 99,286.05**	**$ 6,361.67**	**$ 5,740.50**
HAND CHECKS/ACH/EFT							
Alerus	City Share 401 Retirement - PR 174	$ -					
US Postmaster	Postage	$ -					
Michigan Municipal League	Unemployment	$ 1,681.55	$ 1,681.55				
AFLAC	Insurance Premium	$ 921.18	$ 921.18				
Hager Conulsting	CDBG Grant Admin	$ -					
Guardian	Insurance Premium	$ -					
Delta Dental	Insurance Premium	$ 1,768.60	$ 1,768.60				
United Group	Insurance Premium	$ -					
Blue Cross Blue Shield	Insurance Premium	$ 15,557.48	$ 15,557.48				
	TOTAL HAND CHECKS	**$ 19,928.81**	**$ 19,928.81**	**$ -**	**$ -**	**$ -**	**$ -**
	Sub-Total Regular Bills/Hand Checks	***$ 150,989.58***	***$ 33,623.36***	***$ 5,978.00***	***$ 99,286.05***	***$ 6,361.67***	***$ 5,740.50***
Gross Payroll	PR 174	$ -					
	Sub-Total	**$ -**					
	GRAND TOTAL	***$ 150,989.58***	**$ 33,623.36**	**$ 5,978.00**	**$ 99,286.05**	**$ 6,361.67**	**$ 5,740.50**

--OVER--

RESOLUTION 2023-17
Hart City Council
City of Hart, Michigan

Accept Proposal and Award work to upgrade Remote Terminal Units at Hart Well Sites, Water Towers, and Booster Station

WHEREAS, The City of Hart owns, operates, and maintains a municipal water supply system that requires continual maintenance to ensure the safety of the system and meet system demands, and;

WHEREAS, The City of Hart water delivery infrastructure depends on a Supervisory Control And Data Acquisition (SCADA) system to properly monitor and operate the water system, and;

WHEREAS, Aging communication components have created the need for more frequent costly service calls, while also leaving the system in an unmonitored condition, and;

WHEREAS, The design of the SCADA system supplied by UIS includes some proprietary programming designating USIs as a sole service provider, UIS has indicated that existing system communication components have reached their end of life and are no longer serviceable, and;

WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Accepts and approves the equipment replacement proposal from UIS to furnish and install replacement equipment at the City Well, Rossiter Well, North Valley Well, South Valley Well, Old Water Tower, New Water Tower, and Booster Station Remote Terminal Units in the amount of $64,550.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on April 25, 2023.

Ayes: __ Nays: __ Absent: __

Date	April 21, 2023	**Customer**	City of Hart	To	Rob Splane
Description	Upgrade Water System Motorola RTUs				rsplane@cityofhart.org
Quote #	220097R				
Estimator	Ken Wesley	**Email**	ken.wesley@teamuis.com		

Scope of Work	**Cost**

Upgrade the Motorola RTUs at the following locations: City Well, Rossiter Well, Flood Well, S. Valley Well, N. Valley Well, Booster, Old Tower, and New Tower.

At each location, furnish and install one (1) Motorola ACE3600 RTU with UHF data radio, necessary I/O, enclosure, and battery backup to upgrade the existing RTU that is no longer supported.

Provide necessary Motorola RTU programming.

Provide startup services.

Note: Existing antennas, cables, connectors, and surge protectors to be reused for this upgrade.

Total: $64,550.00

UIS SCADA Approved by  Date April 21, 2023

Please make Purchase Orders/Subcontracts out to: UIS SCADA, Inc. and reference Quote #220097R

Client Acceptance when the Client will not be providing a PO or Contract to UIS SCADA, Inc.

Client authorizes Utilities Instrumentation Service, Inc. to proceed with the work and agrees to comply with the attached Terms and Conditions.

Client Acceptance _____

Signature

_____

Name **Title** **Date**

Exclusions and Clarifications

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, unless specified otherwise.

Our price is valid for thirty (30) days, after which time UIS SCADA, 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 UIS SCADA, 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 UIS SCADA, Inc.

Team UIS - TERMS AND CONDITIONS

1. 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 Client 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 ("Team UIS"). These Terms are incorporated into each Order Confirmation issued by Team UIS to a Client of such products or services ("Client"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Client after the Client has submitted an order to Team UIS. The Order Confirmation constitutes Team UIS's offer to the Client 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.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

2. Acceptance. A contract is formed when Client 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 Client's purchase order or similar document. Notwithstanding any contrary provision in Client's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Team UIS shall not constitute acceptance of Client'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.

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 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 Team UIS's invoice. Credit and delivery of Products shall be subject to Team UIS's approval. The Client shall pay Team UIS for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Client disputes any portion of an invoice, the Client shall notify Team UIS, 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 Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Team UIS may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate the Order Confirmation. Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its affiliates any amounts due or to become due to Team UIS or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.

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

6. Proprietary Materials. Team UIS 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 Team UIS in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Team UIS 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. Team UIS does not grant to Client 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. SaaS Services. A. Team UIS will provide Client with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Client's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Client 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 Client (or by Team UIS at Client's request). Authorized Users may include Clients' employees and Clients' agents and third-party contractors and their employees authorized by Client and/or approved by Team UIS to access the SaaS Services. **B.** Client 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, Client 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 restrictive legend(s) embedded in or that Team UIS 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.** Client shall at all times: (a) provide Team UIS with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Team UIS in order to provide the SaaS Services, including, but not limited to, providing Client materials and security access, information, and software interfaces to Client's business applications; (b) provide such personnel assistance as may be reasonably requested by Team UIS from time to time; and (c) carry out in a timely manner all other Client responsibilities set forth in this Agreement. In the event of any delay in Client's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Client, Team UIS may adjust its performance as reasonably necessary to account for such delays.

E. Client 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, Client is solely responsible for: (a) ensuring that Client and Team UIS, acting on Client's behalf, have the right to collect, use and share Client any 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 Client materials and Client intellectual property collected, used and shared by Client, or by Team UIS on Client's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Client 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 Client knows to be under sixteen (16) in violation pf applicable law. Team UIS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Client materials or Client 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, Team UIS may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Client hereby irrevocably authorizes Team UIS to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Team UIS will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Team UIS or the SaaS Services. **G**. Client or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Client of any Authorized User provides any Feedback to Team UIS, orally or in writing, Client hereby grants to Team UIS and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. **H**. Team UIS may immediately suspend the SaaS Services if Team UIS reasonably determines that the Client is not materially complying with this Agreement, or Client is using the SaaS Services in a manner that could cause damage to Team UIS's business or reputation, or otherwise reflect unfavorably upon Team UIS, its affiliates, or its partners. Team UIS shall notify the Client promptly following any such suspension taking effect.

9. Design. Team UIS 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 Team UIS 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) Team UIS warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Client 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 Team UIS. Team UIS makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Team UIS may, at its sole election, and as Client's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Client shall hold and make available for inspection and testing by Team UIS all Products claimed by Client to be defective. (b) Services provided by Team UIS 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 TEAM UIS DISCLAIMS, AND CLIENT 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 CLIENT AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLED WARRANTIES OF NON-INFRINGEMENT, MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM UIS 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 Client as a remedy in connection with Team UIS's providing of the Products and/or Services. Monetary damages against Team UIS shall be limited to the dollar amount charged to Client for the applicable order placed by Client and accepted by Team UIS 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 Client and accepted by Team UIS or Team UIS's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL TEAM UIS BE LIABLE TO CLIENT 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 TEAM UIS ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY TEAM UIS AND SPECIFICALLY REFERENCING THIS SECTION.

12. Insurance. Team UIS has in effect commercial general liability, umbrella, cyber, workers compensation, employer's liability, and automobile insurance coverage. A certificate of insurance is available upon request. Customer shall have property and course of construction/builder's risk insurance for the full value of the site including any improvements made pursuant to this Contract and will provide Team UIS with proof of insurance upon request.

13. Termination. In the event that Client 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 Team UIS specifying such breach, the Team UIS may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Team UIS: (a) Team UIS shall be relieved of any further obligation to Client (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Client shall be liable to Team UIS for the immediate payment of amounts then billed to date by Team UIS to Client; (c) Client shall purchase and pay Team UIS immediately for all raw materials, components, work in process and finished goods acquired by Team UIS in connection with the Order Confirmation and/or any related purchase orders; and (d) Client shall immediately reimburse Team UIS for all other loss, cost or expense of Team UIS as a result of the termination of the Order Confirmation or any related purchase order.

14. Right of Entry. If applicable, Client shall provide for Team UIS's right to enter the property owned by the Client and/or others in order for Team UIS to perform the Services in the Order Confirmation. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Team UIS 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.

15. Force Majeure. Team UIS 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 Client 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, Team UIS's obligations under the Order Confirmation and any related purchase order shall be suspended and Team UIS shall not have any obligation to provide Client with Products or Services from other sources or to pay or reimburse Client for any additional costs to Client of obtaining substitute Products or Services, nor shall Team UIS be liable for any damages to Client arising from or related to a Force Majeure Event.

16. Governing law. The contract shall be governed by the laws of Michigan

17. Employee Solicitation. Employee Solicitation. Client agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Team UIS 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 Team UIS regardless of the circumstances surrounding employee's cause of termination of employment.

18. Indemnification. Client holds harmless, indemnifies, and will defend Team UIS 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 Client's (including those acting on behalf of Client) (a) negligent acts of 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 Team UIS's negligence. Liability per above is not limited by limits of workers compensation coverage.

19. 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 Team UIS and Client 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 Team UIS. Waiver by Team UIS of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Team UIS, 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 Team UIS of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.

20. Electronic Signature. THE CONTRACT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, CONVEYING CUSTOMER'S ACCEPTANCE. COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL ACKOWLEDGEMENT, AND CUSTOMER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. IF CUSTOMER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE CUSTOMER SHALL PAY THE ATTORNEYS' FEES AND EXPENSES OF TEAM UIS ARISING FROM THE CUSTOMER'S CONTEST OF THE CONTRACT'S VALIDITY.

21. Escalation. Any material that has been quoted as a part of this project is calculated based upon current prices. The market for these materials is volatile, and sudden price increases could occur. Team UIS agrees to use its best efforts to obtain the lowest prices price possible from our suppliers. However, should there be an increase in the price of materials that are purchased after the execution of contract Team UIS reserves the right to adjust the contract for the increase. Team UIS will provide timely written notice to the Client if this were to occur.

22. Postponement. In the event that the Client postpones the project, Team UIS reserves the right to charge the Client for costs incurred that will cause the project to exceed the original cost estimate. Team UIS will provide timely written notice to the Client if this were to occur.

23. Cancellation. In the event that the Client cancels the work once the work has been scheduled by Team UIS, Team UIS reserves the right to charge the Client as follows:

# of Days Prior to Scheduled Work	Cancellation Fee (% of Contract)
30	5.00%
15	7.50%
7	10.00%
3	15.00%

RESOLUTION 2023-18
Hart City Council
City of Hart, Michigan

Designate American Rescue Plan Act Funds to Offset Public Safety Payroll and Covered Benefits

WHEREAS, The City of Hart oversees many facets of public safety efforts including maintaining a municipal police department, and;

WHEREAS, The City of Hart was allocated $217,323.47 of State and Local Fiscal Recovery Funding (SLFRF) in 2021 and 2022 with a stipulation that the funds must be obligated by December 31, 2024 and expended by December 31, 2026, and;

WHEREAS, The City of Hart audit presentation in December 2022, included a statement from city auditors identifying a general fund balance decline beginning in 2019 leaving the city with an unrestricted fund balance short of the Government Finance Officers Association recommended percentage of operating fund availability, and;

WHEREAS, The city auditors made note that ARPA funds may be used to offset public safety payroll and covered benefit costs, saving unrestricted funds for other appropriations, and;

WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Authorizes the allocation of $217,323.47 in American Rescue Plan Act Funds to be used to supplement public safety wages and covered benefits until said funds are expended.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on April 25, 2023.

Ayes: __ Nays: __ Absent: __

City of Hart
407 State Street
Hart, MI 49420

CITY OF HART – OFFICIAL PROCLAMATION

CITY OF HART CITY COUNCIL HEREBY PROCLAMS IN SUPPORT OF THE DRIVE SAFE BILLS

April 11, 2023

WHEREAS, Michigan extended a universal right to a driver's license to all Michigan residents who were capable and qualified to pass a knowledgeable and practical driving test until 2008 when the rights of some Michiganders, who were unable to provide proof of legal presence, were revoked; and,

WHEREAS, current immigration law systematically excludes many members of our immigrant communities from a path to permanent status or even temporary legal presence and therefore rendered those residents unable to obtain a Michigan driver's license since 2008; and,

WHEREAS, all persons (including immigrants) without a driver's license experience a diminished quality of life effecting their ability to take care of themselves and their families, work and attend school, and fully participate in the community they call home; and,

WHEREAS, this nation has a strong tradition and heritage in welcoming immigrants, it too, has an unfortunate history of xenophobic, segregationist, and unequal policies that discriminate against and disproportionately affect immigrants; and,

WHEREAS, immigrants who are prevented access to a driver's license continue to experience daily anxiety, toxic stress, and perpetual worry that if they drive without a license, they are likely to be targeted and/or detained by federal immigration officials; and,

WHEREAS, undocumented immigrants have the same hopes, fears, and dreams as every other member of our community. We acknowledge their humanity and support them in their struggle for permanent protection, dignity, and respect; and,

WHEREAS, in recent years, new laws have been passed that now offer drivers' licenses to immigrants residing in the following states and territories: California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Maryland, Nevada, New Mexico, New York, Oregon, Puerto Rico, Utah, Vermont, Washington, and Washington D.C.; and,

WHEREAS, The City of Hart is a welcoming city and in pursuit of securing the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council makes the following proclamation;

NOW THEREFORE BE IT PROCLAMED, that Hart City Council calls on the State of Michigan and its leaders to support the restoration of driving rights of Michiganders by passing The Drive SAFE bills speedily.

HART ROTARY

2023 HART LAKE AREA CLEAN UP DAY

WHERE

Hart Lake and surrounding areas

WHEN

Saturday May 6, 2023 10am-3pm

HOW

Come volunteer to help pick up rubbish in designated areas around Hart lake. Boat owner volunteers are needed to help on the lake as well as people willing to walk parks and public space around the lake.

WHERE

Meet at Hart commons on May 6 to pick up supplies and obtain an assignment.

HOSTED BY HART ROTARY 2799

SERVICE ABOVE SELF!

VOLUNTEER TO WIN!

Three lucky volunteers will win a gift card to a local business.

QUESTIONS

More information can be found at:

www.hartrotary.org