City of Hart, Michigan
CITY COUNCIL AGENDA
September 13, 2022, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Klotz, 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. Patricia Renna – garbage service refund request
6. Consent Agenda:
    a. Approval of Minutes from August 23, 2022 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 2022-39 Authorize Michigan Public Power Agency Energy Hedge Plan Power Purchase Agreement
    b. Resolution 2022-40 Accept competitive quotes and award contract for IT Support Services
8. Discussion Items
    a. Special Event Permit – Zumba Class, Rosario Mendoza
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates.)
11. Adjournment –

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PATRICIA RENNA
604 GRISWOLD ST.
HART, MI 49420
cell 231-301-4624

Sept 8, 2022

I would like to address the Hart City Council on Tues Sept 13, 2022 regarding the fee I've had to pay for garbage on the small cabin on my property. I've had to pay for two cans since I had the electric turned on in the small cabin, even though I live alone and didn't use the second one.

Would you go retro-active back to when I had it turned on last year? A city employee told me "if there is a meter on you have to pay for the 2nd can also." I recently found out that is not true.

Sincerely,
Patricia Renna

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
August 23rd, 2022
MINUTES – Draft

PRESENT: Mayor Vicki Platt, Councilors: Catalina Burillo (late), Jim Evans, Dean Hodges, Amanda Klotz, Fred Rybarz, and Kris Trygstad

ABSENT:

OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Police Chief – Juan Salazar, Sharon Hallack, Carol Keck, George Sadler, Dick Huntington, and Brian Hosticka.

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

APPROVAL OF AGENDA:

- F. Rybarz motioned to approve the agenda and was supported by J. Evans
  - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- Sharon Hallack 112th Hart Mi wanted to share a historic article she found about the City of Hart
  Dated May 3rd, 1921
  Civic Pride Has Made Hart One of State's Model Villages
  Located in the midst of an excellent farming and fruit country among the hills of Oceana County. Hart is one of the beauty towns of Western Michigan. Like Pentwater it is a town of many shade trees well-kept lawns and pretty homes, and the civic spirit here has done much to improve the village.
  The main business street is paved, and Hart people take much pride in keeping their homes and other property in good repair. The town has about two miles of paved streets and is in good financial condition. During the present year it plans to pave tow more through-fares. Church and Lincoln streets. The City has its own water plant. The water supply comes from artesian wells and like all other towns in this section the village boasts of its excellent water. The town has good firefighting equipment, including motor chemical apparatus. Hart, like the other towns, obtains its electric power from the Stearns company of Ludington. Hart, Shelby, Pentwater, Mears, Scottville, and Ludington are all provided with electricity by the Ludington Company. Hart at one time had a municipal lighting plant but it was abandoned. Now the City purchases the power and resells it.
  What is more, Hart is exceedingly alive to the needs of the town and every effort is being made to improve the village. The merchants here are progressive and there is something of a metropolitan atmosphere about the place.
- Dick Huntington 115 Creeks Drive, I have been here several times with lots of concerns, as your aware they started construction on a duplex, and using the same plan as what is in the master plan so that part is good. I wanted to say everything seems to be going along well.
- Brian Hosticka democratic representative for State representative 102 district which runs from Whitehall, Montague area along the lakeshore all the way up to Manistee. And just wanted to stop in and introduce myself and leave contact information.
- Paul Cutter 3709 N 140th Ave Frank Lloyd is retiring and there will be a retirement party for him in Liberty Park behind City Hall from 2pm-6pm, Frank has been with the City for 24 years. Frank has done a tremendous job for the City of Hart.
- George Sadler 4800 W Monroe Rd (owns property 18-28 State, 209-211 E Main, here tonight to ask Council to consider doing something with the Alley, there has been continuous problems, it is starting to wash out again right about the drain. Now that the City has been notified if there is any damage done to vehicles the City's insurance company is going to be liable. Also, there are animals living back there. Last two meetings ago I was called out of order, so I printed out a Point of Order sheet id like to make sure gets put on record.

Point of order parliamentary procedure, a Point of Order occurs when someone draws attention to a rule's violation in a meeting of a deliberative assembly. In Roberts Rules of Order Newly revised (RONR), a point of order may be raised if the rules appear to have been broken. This may interrupt a speaker during debate, or anything else if the breach of the rules warrants it. The point is resolved before business continues.

- Caroline Keck 213 South Apple, not sure who put the article in the paper about Clancy, but it was a wonderful article. I had an issue on my road and went to City Hall talked to the girls in the office, today when I got home from work the DPW crew was there working and getting the issue fixed, so thank you for your prompt response.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Review of Utility Financial Solutions proposal and Q&A – Dawn Lund

  Utility Financial Solutions, LLC (UFS) is pleased to submit a proposal to provide a comprehensive financial projection and rate track for the City of Hart (Hart Energy).

  UFS is an internationally known firm with a long-standing relationship and history of assisting municipalities with financial analysis and are recognized experts in the utility field. Our group and the project team assigned to this engagement are composed of highly qualified, experienced, and knowledgeable professionals who remain current on issues facing municipal utilities. We are regularly requested speakers at seminars at the regional and national level for the American Public Power Association, American Water Works Association, and the Institute of Public Utilities.

  UFS will provide you with the highest quality service within an agreed-upon timeframe and has the personnel available to meet your needs. We would like to be a resource to you and your financial assessment needs. Our success is dependent on the quality and timeliness of the services provided to you and we are committed to the utility's completer satisfaction. Our experience in providing the requested services allows us to conduct a cost-efficient study.

  We appreciate the opportunity to submit this proposal and look forward to discussing it with you.

CONSENT AGENDA:

- Approval of minutes from August 9th, 2022.
- 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 K. Trygstad
    - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2022-28 Accept UFS Proposal and Authorize Hart Energy Financial Study

  WHEREAS the City of Hart owns and operates an electric distribution system and

  WHEREAS previous electric system financial planning documents are antiquated and in need of updating and

  WHEREAS Utility Financial Solutions has prepared a proposal to begin financial planning work to include future financial projections and

  WHEREAS the Hart Energy Superintendent and Power Board recommend moving forward with the proposed budgeted project and

  WHEREAS the 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 recommendation to proceed with UFS Financial Projection project.

  Authorizes and directs the City Manager to sign and execute the proposal for an estimate fee of $12,500, on behalf of the City of Hart

  - F. Rybarz motioned to approve Resolution 2022-28 Accept UFS Proposal and Authorize Hart Energy Financial Study and supported by A. Klotz
    - Ayes: 7 Nays: 0 Absent: 0
- Resolution 2022-38 Accept Competitive quotes and award work for Hart Energy Building Improvements

  WHEREAS the City of Hart operates a municipal electric utility; and

  WHEREAS Hart Energy requires a secure and efficient building to store equipment and provide as a base operation; and

WHEREAS it is in the best interest of the City to provide continual maintenance of City property including projects that identify efficiency measures that may include a return on investment to the City and rate paying customers; 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 competitive quotes to perform insulation and siding construction from Blackmer Construction in the amount of $47,756 and Stovall Construction in the amount of $80,655. Council awards the work to low-bidder Blackmer Construction and directs the City Manager to Sign and execute all related documentation.

- F. Rybarz motioned to approve Resolution 2022-38 Accept competitive quotes and award work for Hart Energy building improvements and supported by K. Trygstad
  - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Special events permit – Gospel Revival, In the street ministries.
- Special events permit – Special performance. Miss Natalie's Haven of Dance

CITY MANAGER'S REPORT:

- Hanson road construction in process next to Department of Public Works building, concrete to be poured this week. This will require some equipment relocation, but all City services will continue without interruption.
- New construction s in progress in the Creeks Subdivision for the first time in over a decade! One new offer was received on a single-family home lot (total of 4 so far).
- Michigan Municipal Risk Management Authority annual meeting concluded Sunday morning. Several topics were covered with significant takeaways including:
  Cyber-criminal activity against municipalities has doubled each year for the last 4 years. Through this cyber insurance coverage continues, insurers are increasingly difficult to find, and underwriting scrutiny will continue.
  Highest Exposure to Casualty claims in 2022 was Law Enforcement related:
  - 9 Excessive Force (4 officer involved shootings)
  - 5 Death in custody
  - 2 Employee practices
  - 1 Wrongful arrest/conviction

  36 total open litigated claims:
  - 17 Law Enforcement
  - 8 Public Official
  - 6 General Liability
  - 4 Auto Liability
  - 1 Sewer
- Work is ongoing to implement a guest survey system following all stays at John Gurney Park to ensure above average satisfaction.
- Dunk Tank at Fair to raise money for the H-Art Project.
- Hart Historic District Heritage Days Labor Day Weekend
- August 23rd Governor News Release:
  City of Hart awarded $2.9 million in funding for water related infrastructure improvements to support the food processing industry.
- August 23rd Michigan Department of Environment, Great Lakes, and Energy (EGLE) Clean Water State Revolving Fund (CWSRF) Project Priority List released: If funding remains solid at the State level, Hart has been scored to receive two principal forgiveness grants totaling: $5,437,500.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- J. Evans wanted an update on the Code Enforcement Officer, CM R. Splane indicated still waiting on the Village of Shelby and Shelby township to commit, but if the City does not hear anything from them soon the CEO is a budgeted item this fiscal year so the City can move forward on its own to hire one.
- Mayor Platt couldn't be prouder the news the City of Hart received today being awarded the grants.

Also, I walked through JGP (john gurney park) and talked to campers in the park who all were satisfied campers and all positive comments, I did hear from one couple that there is a broken shower head in the men's bathroom and in the handicap area there was small issue so, even though the council receives letters occasionally from unhappy campers there is a lot of happy campers that stay at the park.

- J. Evans, as part of the Cemetery board I wanted to pass on information from the last meeting. The cemetery is going to purchase two crematory towers, they are towers made of granite which is not affected by the weather. They are 4 high by 4 across each one can hold two urns of cremains, for the same square foot of one grave you can put 96 urns. The Cemetery is going to start out with two, but eventually there maybe a section of the cemetery just for these towers as about 65% of the people ask to be cremated with 35% asked to be buried.
  I also passed out to my fellow councilors information regarding a suggestion I made at the last council meeting about municipal civic award, I went down to a shop I have done business before, and they will come up with a plaque to hang on the wall for around $300.00 and would be nice to honor people going above and beyond around the City.
- C. Burillo as I attend the music on the commons, I noticed a lot of moss on the turf and was wondering if there is something you can put on there to take care of the moss before it takes over the turf.
  Last Thursday I attended Council on Aging meeting who was discussing housing for seniors as there is a lack of housing in the arena for seniors. They are just starting discussions about housing, and it would be nice to have representation from City Council at these meetings as they have more meetings regarding senior housing.
- F. Rybarz reached out to Mark who ran Muskegon Wastewater Plant who had to put on a big addition to their plant when Sappy added on a big addition, asking if him if they reached out to their big industrial users asking them to help with the cost of the addition, which he did say yes defiantly reach out to your big users.
- Hart Historic District is having their Heritage Days which is held Labor Day weekend, also the districts historic doll collection was up against 6 other doll collections around the country and the City's was chosen 2nd, and a video will be presented at Art Prize located at the Gerald R Ford Museum.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at upon a motion by C. Burillo and supported by K. Trygstad. The next regularly scheduled meeting will be on September 13th, 2022, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.
15X	0.00	88.00	4,254.28	30,241.10
2X	0.00	9.00	523.80	3,334.01
COMP	21.00	0.00	604.75	3,092.18
ETO	228.00	0.00	9,642.07	87,738.21
HOURLY	1,345.50	0.00	41,085.14	552,869.24
SALARY	551.50	0.00	22,310.40	241,695.23
STANDBY	8.00	0.00	336.72	673.44

	Ded/Exp Id	Cur. Amnt.	YTD Amnt.
**	GUARDIAN _EE	1.07	
	AF-ACC	122.53	1,183.73
	AF-CANCER	49.68	479.92
	AF-DENTAL	14.46	345.42
	AF-LIFE	32.96	461.40
	AF-PSI	46.01	444.49
	AF-STD	194.95	3,047.27
	ALERUS 401	2,131.55	29,941.51
	ALERUS 401 AD	8.00	144.00
	ALERUS 457	1,000.00	17,500.00
	ALERUS 457%	1,107.18	5,526.26
	ALERUS 457P	1,796.15	36,838.40
	DENTAL_EE	106.84	1,464.35
	DENTAL_ER	427.31	5,854.77
	FITW	9,257.88	139,971.30
	GAP_EE	354.44	4,937.20
	GAP_ER	1,301.28	19,516.38
	GUARDIAN _EE	18.71	252.65
	GUARDIAN_ER	214.13	2,754.98
	LIFE	21.90	197.10
	LOAN	159.86	2,877.48
	LU465	309.32	2,643.28
	MED_EE	1,404.66	16,917.77
	MED_ER	5,618.54	72,550.49
	MEDICARE_EE	1,138.61	18,711.56
	MEDICARE_ER	1,138.61	18,711.56
	PHONE	35.00	315.00
	SITW	3,099.98	50,026.36
	SOCSEC_EE	4,868.50	80,008.10
	SOCSEC_ER	4,868.50	80,008.10
	UNI45	251.25	1,758.75
	UNIFM	20.80	374.40

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.	Expense This Period
78,757.16	0.00	27,552.29	51,204.87	1,301,487.25	48,526.61	13,568.37

* = Check Adjustment

Payables Date: 9/13/2022	Description	Total	General +	DPW	Energy	BPTF	Water
Adams, Matt	Phone Reimbursement	$ 35.00		$ 35.00			
Bell Equipment	Street Sweeper Pmt	$ 5,800.00		$ 5,800.00			
Capital One	Refund - Warranty Policy	$ (24.99)				$ (24.99)	
Ceres	Diesel Fuel	$ 1,261.31				$ 1,261.31	
Charter	CH/PD Fax Lines	$ 119.77	$ 119.77				
City of Hart	Utilities	$ 59,555.54	$ 6,263.88	$ 1,101.06	$ 2,186.95	$ 43,463.02	$ 6,540.63
Consumers Energy	Utilities	$ 145.84			$ 145.84		
Dacott	Power Purchase Report	$ 650.00			$ 650.00		
Dave's Party Store	Fuel	$ 1,758.76	$ 42.76	$ 1,133.49	$ 582.51		
DTE	Natural Gas	$ 487.82	$ 98.89	$ 188.63	$ 157.39		$ 42.91
Eisenlohr, Mike	Phone Reimbursement	$ 35.00		$ 35.00			
ERA	Lab Supplies	$ 917.27				$ 917.27	
ETNA	Parts/Supplies	$ 170.00				$ 170.00	
Ferguson	Sanitary Covers	$ 840.00				$ 840.00	
FirstNet	Police Modems	$ 176.92	$ 176.92				
Fleis&VandenBrink	SRTS Project	$ 2,647.62	$ 2,647.62				
Freed Mgmt	#10 JGP Mgrs	$ 3,570.00	$ 3,570.00				
Freeman, Shaunna	Meter Deposit Refund	$ 187.31			$ 187.31		
Frontier	Diesel Plant	$ 100.72			$ 100.72		
Gustafson	2" HDPE 4000'	$ 5,350.00			$ 5,350.00		
Hart Cemetery Commission	Summer Taxes	$ 1,458.10	$ 1,458.10				
Heritage Preservation	Repairs/Maintenance Historic Dist.	$ 371.04	$ 371.04				
Hildreth, Ashleigh	Meter Deposit Refund	$ 150.64			$ 150.64		
Huntington	CC Charges	$ 7,053.71	$ 5,364.87	$ 365.75	$ 984.28	$ 338.81	
HydroCorp	Cross Connection Control Program	$ 707.00					$ 707.00
Ingalls, Joe	Phone Reimbursement	$ 35.00	$ 35.00				
Integrity	File Cabinet Keys	$ 21.18	$ 21.18				
Jons to Go	Portable Restrooms	$ 770.00	$ 560.00		$ 210.00		
Juhl, Jaime	Meter Deposit Refund	$ 161.29			$ 161.29		
Kies, Chris	Phone Reimbursement	$ 35.00				$ 35.00	
Kleiner, Nichole	Reimburse HEART Expense	$ 137.12	$ 137.12				
Klotz Auto Parts	Auto Parts/Supplies	$ 294.99		$ 116.55	$ 101.79	$ 76.65	
LARA	LIEAF Program	$ 980.98			$ 980.98		
Larson's	Various Parts/Supplies	$ 1,446.88	$ 62.66	$ 330.04	$ 745.44	$ 308.74	
Lighthouse Car Care	Tires/Oil Changes	$ 472.00	$ 472.00				
Linde	Cylinder Rental	$ 72.44		$ 72.44			
Linde	Cylinder Rental	$ 92.78			$ 92.78		
Louis Gelder	Parts/Supplies	$ 134.30		$ 134.30			
Ludington Daily News	Bond Ordinance Posting	$ 7,497.00				$ 7,497.00	
Mantyck, Elizabeth	Phone Reimbursement	$ 35.00	$ 35.00				
Medler Electric	Parts/Supplies	$ 353.55			$ 353.55		
Medler Electric	Parts/Supplies	$ 32.34			$ 32.34		
Medler Electric	Parts/Supplies	$ 489.62			$ 489.62		
Medler Electric	Parts/Supplies	$ 118.08			$ 118.08		
Medler Electric	Parts/Supplies	$ 86.66			$ 86.66		
Medler Electric	Parts/Supplies	$ 248.90			$ 248.90		
MICH Dept of State	Lic Plate	$ 13.00	$ 13.00				
Michigan Municipal Risk Mgmt	Retention Fund	$ 9,000.00	$ 2,970.00		$ 3,870.00	$ 1,440.00	$ 720.00
Michigan Municipal Risk Mgmt	General Fund	$ 31,121.50	$ 10,270.10		$ 13,382.25	$ 4,979.44	$ 2,489.71
Mika Meyers	Legal Services	$ 4,562.00	$ 4,562.00				
Mike Blackmer Electric	HVAC Service	$ 550.00		$ 550.00			
Model	Uniforms/Rugs/Rags	$ 583.67		$ 188.60	$ 79.85	$ 315.22	
Moore, Andrew	Phone Reimbursement	$ 35.00	$ 35.00				
MPPA	Purchased Power	$ 49,207.41			$ 49,207.41		
MPPA	Purchased Power	$ 35,519.96			$ 35,519.96		
MPPA	Purchased Power	$ 37,887.79			$ 37,887.79		
Oceana County Clerk	Election Expenses	$ 1,167.36	$ 1,167.36				
Oceana County Equilization	Assessing Services - Additional Owed	$ 1,360.00	$ 1,360.00				
OHM	Bridge Inspection	$ 1,000.00	$ 1,000.00				
Power Line Supply	Parts/Supplies	$ 86.00			$ 86.00		
Power Line Supply	Parts/Supplies	$ 73.51			$ 73.51		
Power Line Supply	Parts/Supplies	$ 366.16			$ 366.16		
Power Line Supply	Parts/Supplies	$ 256.96			$ 256.96		
Power Line Supply	Parts/Supplies	$ 179.53			$ 179.53		
Power Line Supply	Parts/Supplies	$ 44.84			$ 44.84		
Power Line Supply	Parts/Supplies	$ 94.69			$ 94.69		
Power Line Supply	Parts/Supplies	$ 54.00			$ 54.00		
Prange Property Mgmt	CH/CC/HC Cleaning Services	$ 204.00	$ 204.00				
Quill	Office/Kitchen Supplies	$ 431.49	$ 431.49				
Quill	Office Supplies	$ 28.98	$ 28.98				
Quill	Office Supplies	$ 61.99	$ 61.99				
Republic Svcs	Monthly Garbage Service	$ 16,992.17		$ 16,992.17			

--OVER--

Payables Date: 9/13/2022	Description	Total	General +	DPW	Energy	BPTF	Water
Republic Svcs	JGP Garbage Service	$ 377.55		$ 377.55			
Republic Svcs	Bulky Item Stickers	$ 500.00		$ 500.00			
Republic Svcs	Starting Block Garbage Svc	$ 214.17			$ 214.17		
Richoh	Copier Overage Fees	$ 102.95	$ 102.95				
Riggs, Jason	Phone Reimbursement	$ 35.00		$ 35.00			
Rivers Ace Hardware	Parts/Supplies	$ 82.76	$ 22.77	$ 59.99			
Rodriguez, Eugene	Meter Deposit Refund	$ 153.93			$ 153.93		
Ryder, Ray	Phone Reimbursement	$ 35.00	$ 35.00				
Ryder, Ray	Reimburse Auto Expense	$ 10.60	$ 10.60				
Ryder, Ray	Reimburse Fuel Expense	$ 21.00	$ 21.00				
Salazar, Juan	Phone Reimbursement	$ 35.00	$ 35.00				
Schiller, Mike	Phone Reimbursement	$ 35.00			$ 35.00		
Schmieding, Kevin	Phone Reimbursement	$ 35.00			$ 35.00		
Silver Lake Chamber of Commerce	Dues - JGP	$ 375.00	$ 375.00				
Silver Lake Chamber of Commerce	Dues - City of Hart	$ 250.00	$ 250.00				
Skipski, Kevin	Phone Reimbursement	$ 35.00	$ 35.00				
Southeast Publications	JGP Guest Guides	$ 329.00	$ 329.00				
Splane, Rob	Car Allowance/Phone Reimbursement	$ 335.00	$ 335.00				
State of Michigan	ST. Pol. Records Mgmt System	$ 1,000.00	$ 1,000.00				
Stoneman, Thomas	Phone Reimbursement	$ 35.00				$ 35.00	
SyncWave	Internet Hosting	$ 468.14	$ 107.66	$ 84.27	$ 84.27	$ 191.94	
Tanner Plumbing	Parts/Supplies	$ 517.16	$ 517.16				
Trace Analytical	Water Testing	$ 1,607.10				$ 1,607.10	
TruGreen	CH Lawn Service	$ 47.69		$ 47.69			
VanAgtmael, Scott	Phone Reimbursement	$ 35.00			$ 35.00		
VanZoeren, Andy	Phone Reimbursement	$ 35.00			$ 35.00		
Verizon	Office Phones	$ 446.57	$ 359.21	$ 29.12	$ 29.12	$ 29.12	
VRC	CH Recycling Service	$ 55.32	$ 55.32				
Western Michigan Redi-Mix	Screened Topsoil	$ 480.00		$ 480.00			
Western Michigan Redi-Mix	Screened Topsoil	$ 510.00		$ 510.00			
Western Michigan Redi-Mix	Crushed Concrete	$ 780.00		$ 780.00			
Whitney, Devin	Phone Reimbursement	$ 35.00			$ 35.00		
Wilbur-Ellis	Herbicide/Weedar	$ 207.18			$ 207.18		
		$ -					
	Subtotal	$ 307,142.62	$ 47,131.40	$ 29,946.65	$ 156,083.69	$ 63,480.63	$ 10,500.25
HAND CHECKS/ACH/EFT							
Alerus	City Share 401 Retirement	$ 4,263.10	$ 4,263.10				
US Postmaster	Postage	$ 484.61			$ 315.00	$ 145.38	$ 24.23
Gillison's Variety Fab.	Grading Scraper	$ 800.00				$ 800.00	
Guardian	Insurance Premium	$ -					
Delta Dental	Insurance Premium	$ -					
United Group	Insurance Premium	$ -					
Blue Cross Blue Shield	Insurance Premium	$ -					
	TOTAL HAND CHECKS	$ 5,547.71	$ 4,263.10	$ -	$ 315.00	$ 945.38	$ 24.23
	Sub-Total Regular Bills/Hand Checks	*$ 312,690.33*	*$ 51,394.50*	*$ 29,946.65*	*$ 156,398.69*	*$ 64,426.01*	*$ 10,524.48*
Gross Payroll	544	$ 78,757.16					
	Sub-Total	$ 78,757.16					
	GRAND TOTAL	*$ 391,447.49*	$ 51,394.50	$ 29,946.65	$ 156,398.69	$ 64,426.01	$ 10,524.48

City of Hart Police Department

407 State Street Ph. (231)873-2488 Fax (231)873-0100 Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: September 13th, 2022

RECENT EVENTS

From Thursday, August 18th, 2022, through Wednesday, September 7th, 2022, the Hart Police Department received 131 ranging from Well-Being Checks, Civil Matters, Disturbances, Assist to Other Agencies, Peacekeeping, Property Damage Crashes, Malicious Destruction of Properties, Larcenies, Embezzlements, Animal Complaints, Medical Assists, Family Troubles, Missing Persons and Probation Violations.

On Thursday, August 18th, 2022, the Hart Police Department was dispatched to the City of Hart water tower between Oceana Drive and Water Road. A vehicle and a male individual were located in the area. Before the Officer's arrival, the male individual had left the area. The vehicle was run via LEIN, Law Enforcement Information Network, which came back being stolen out of the City of Muskegon. Oceana County Sheriff's Office K9 was dispatched to the scene in an attempt to locate the suspect. The K9 was unsuccessful in locating any areas of interest. Officers also searched the area on foot and could not locate this individual. The City of Muskegon Police Department was contacted, and arraignments were made with the victim to retrieve their vehicle.

On Saturday, August 20th, 2022, the Hart Police Department assisted with traffic control during the annual Hazardous Waste Drop-Off at the Department of Public Works building. Officers reported no issues during the event.

On Monday, August 22nd, 2022, the Hart Police Department was dispatched to the 300 block of Dryden Street regarding a Malicious Destruction of Property complaint. A 43-year-old Hart woman was awoken by the noise of breaking glass. A window on the west side of the woman's home had been damaged. It is suspected a rock had been thrown damaging the window. An investigation is ongoing.

On Thursday, August 25th, 2022, the Hart Police Department was dispatched to the 100 block of Hart Street, referencing a Felonious Assault. A 31-year-old Hart man, who is in a dating relationship with a 46-year-old Hart woman, had confronted the women in the home's bedroom area. During the encounter, the man produced a knife and proceeded to cut all of the women's clothes off that she was wearing. The man grabbed the woman by the foot and began dragging the woman around the room. The woman was able to kick away from the man, running to a neighbor's residence for help in the nude. As officers arrived on the scene, the man had left the area. Mason County Sheriff's Office K9 was requested to the scene to track the man. Unfortunately, their K9 could not locate any areas of interest.

In the morning hours of Friday, August 26th, 2022, the Oceana County Sheriff's Office was dispatched to Mears about a man standing in/near the roadway with a knife threatening suicide. It should be noted that this was the same man officers attempted to locate, referencing the complaint listed above. Although multiple attempts to speak to the man were unsuccessful, the Oceana County Sherriff's Office was able to deploy a less lethal round striking the man. The man dropped the knife, at which time officers on the scene could safely place the man into protective custody. He was then lodged at the Oceana County Jail on Felonious Assault, and two (2) counts of Resisting and Opposing a Police Officer.

On Sunday, August 28th, 2022, the Hart Police Department was dispatched to the 100 block of Hart Street regarding an Animal Complaint. A 74-year-old Grand Rapids woman was walking South on Hart Street when she was attacked, unprovoked, by a dog that belonged to a 46-year-old Hart woman. As a result, the Grand Rapid woman sustained puncture wounds to her left hand and left thigh area. Additionally, the Hart woman was cited for Person Bitten by Dog.

On Monday, August 29th, 2022, the Hart Police Department was dispatched to the 100 block of Griswold Street about an Assault & Battery. A 56-year-old Shelby woman arrived to pick up her niece from her brother, a 52-year-old Hart man. An argument erupted between the man and woman regarding a vehicle. The man advised the woman several times to leave, which the woman refused. The woman began throwing items within the residence. The man grabbed the woman in the chest area, shoving the woman against an entrance/exit wooden door frame, damaging the door. The Officer noted the top right portion of the wooden door and several glass panels to be damaged. During this encounter, the woman placed one hand on the man's neck and the other hand on the man's shirt, tearing/ripping the man's shirt. The man then escorted the woman out of his home. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Thursday, September 1st, 2022, the Hart Police Department was dispatched to the area of Oceana Drive near Polk Road, referencing a suspected intoxicated driver of a vehicle in the area. Officers were advised alcohol could be detected from the female operator, and damage was noted to the suspect vehicle. A 63-year-old woman from Kila, Montana, was arrested and lodged at the Oceana County Jail for Operating a Motor Vehicle While Intoxicated (Alcohol).

Respectfully,

J. Salazar,
Chief of Police

RESOLUTION 2022-39
City Council
City of Hart, Michigan
Oceana County

Authorization of Michigan Public Power Agency Power Purchase Commitment

WHEREAS, the City of Hart is a member of the Michigan Public Power Authority, and

WHEREAS, the City relies on the expertise of the staff at MPPA to analyze and identify the City's annual future purchased power requirements; and

WHEREAS, by establishing future capacity purchasing, the City is able to purchase power at a rate which is anticipated to be lower than what the open market rate would be if future authorization agreements were not completed; 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 the recommendation of the MPPA; and

Authorizes entering into the power purchase commitment authorization for planning year 2024 with a maximum commitment of $56,966.40

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on September 13, 2022.

Ayes: __ Nays: __ Absent: __

Michigan Public Power Agency

September 1, 2022

Subject: **Power Purchase Commitment Authorization**

The City of Hart Hydro Electric ("Hart"), through its Member Authorized Representative, hereby authorizes the purchase of Energy by Michigan Public Power Agency ("MPPA") on behalf of Hart at the following Quantity, Term, Delivery Location and not to exceed price levels. These transactions, if executed by MPPA, are Power Purchase Commitments under the Energy Services Agreement between MPPA and Hart.

Energy:

HART												
Delivery Period	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)	ONPK (5x16)
Term	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24
Quantity (MW)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.6	0.0	0.5	0.3	0.0
Quantity (MWh)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	211.2	0.0	184.0	96.0	0.0
Total $ (not to exceed)								$17,529.60		$11,408.00	$5,760.00	
Price, $/MWh (not to exceed)								$83.00		$62.00	$60.00	
% of Load								6.8%		6.7%	3.9%	
Forecasted Hedge % After Transaction	88.4%	95.5%	101.5%	86.6%	76.3%	87.1%	72.1%	69.5%	69.7%	69.6%	69.9%	74.0%

HART												
Delivery Period	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)	OFFPK (5x8, 2x24)
Term	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24
Quantity (MW)	0.0	0.0	0.0	0.0	0.1	0.0	0.2	0.7	0.0	0.2	0.0	0.0
Quantity (MWh)	0.0	0.0	0.0	0.0	39.2	0.0	78.4	274.4	0.0	75.2	0.0	0.0
Total $ (not to exceed)					$1,764.00		$3,998.40	$12,896.80		$3,609.60		
Price, $/MWh (not to exceed)					$45.00		$51.00	$47.00		$48.00		
% of Load					2.3%		3.4%	10.8%		3.8%		
Forecasted Hedge % After Transaction	92.9%	101.8%	97.7%	75.0%	70.5%	81.1%	72.5%	69.8%	70.1%	71.8%	78.3%	82.4%

The transaction(s) above will be for Financially-Firm Energy with Physical delivery to the MISO Michigan Hub in the Day Ahead Market.

The purchase transactions outlined above account for the identified percentages of Hart's forecasted energy requirements in the applicable forward calendar years. The sum of all purchases represents a maximum commitment of $56,966.40.

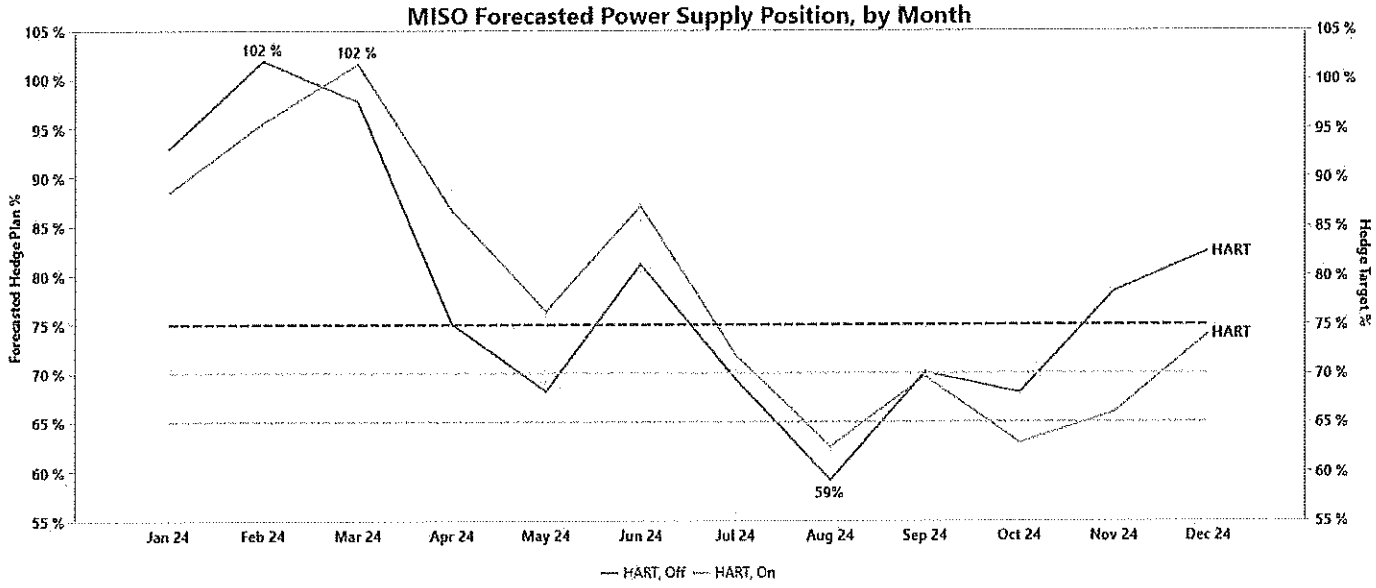
Member Authorized Representative:

_____
Printed

_____
Signature

_____
Date

Hedge Plan Position before transaction(s):



RESOLUTION 2022-40
City Council
City of Hart, Michigan
Oceana County

Accept Competitive Quotes and Award Contract for IT Support Services

WHEREAS, the City of Hart oversees the health and wellbeing of a diverse series of interworking functions, and

WHEREAS, the City relies on the expertise of technology professionals to ensure the city is in compliance with a myriad of state and federal requirements pertaining to information security and disaster recovery; and

WHEREAS, the City requires that these professionals help to assist the city in risk mitigation ; 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

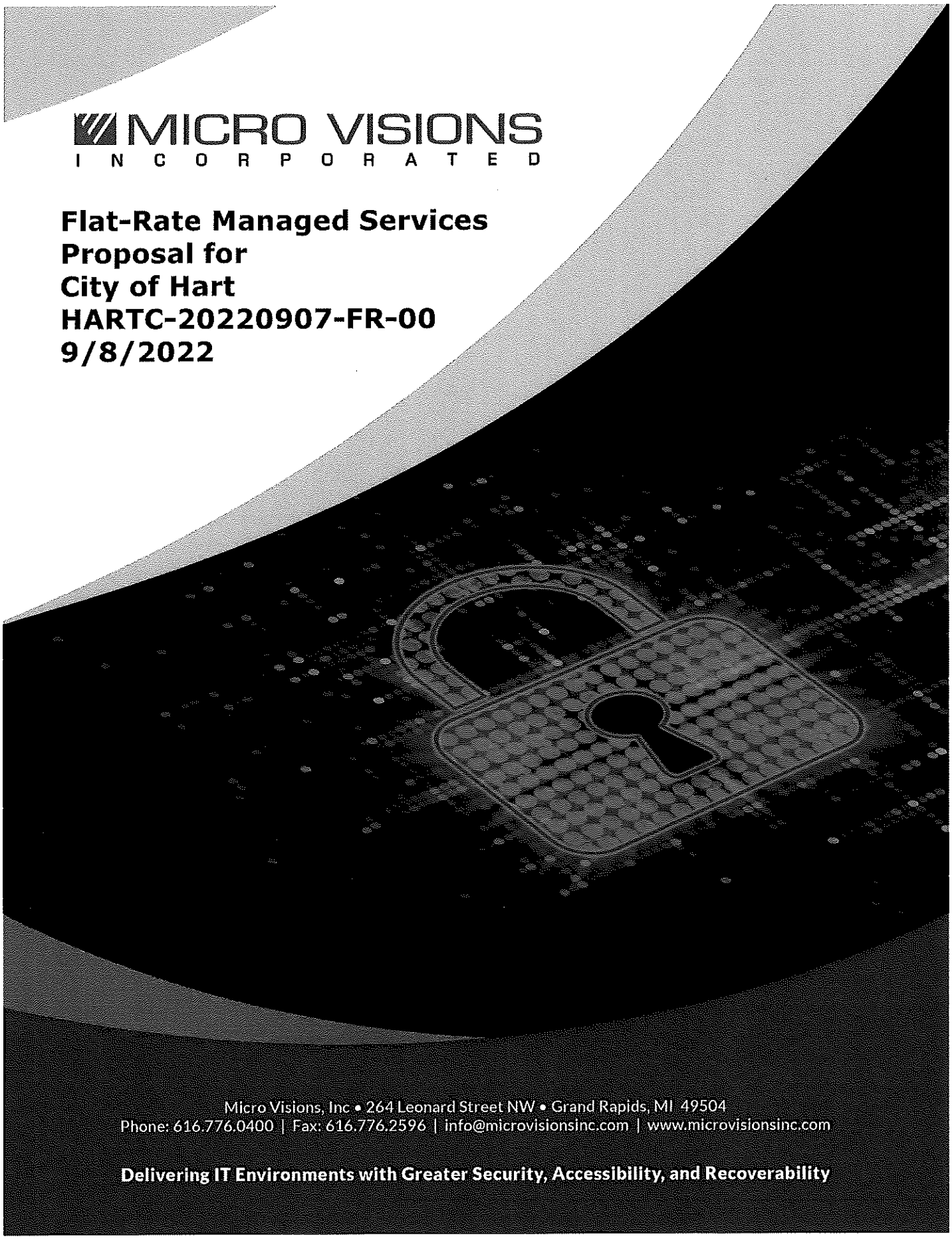
> *Accepts the competitive quotes and approves the city manager to enter into the proposed agreement with _____ IT support provider at the proposed price of _____.*

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on September 13, 2022.

Ayes: __ Nays: __ Absent: __

MICRO VISIONS
INCORPORATED

Flat-Rate Managed Services Proposal for City of Hart HARTC-20220907-FR-00 9/8/2022



Micro Visions, Inc • 264 Leonard Street NW • Grand Rapids, MI 49504
Phone: 616.776.0400 | Fax: 616.776.2596 | info@microvisionsinc.com | www.microvisionsinc.com

Delivering IT Environments with Greater Security, Accessibility, and Recoverability

PROPOSAL SUMMARY

Implement Micro Visions Securelink Flat-rate services plan which includes key security services, automation, both onsite and remote support as well as vendor management for one monthly price.

OBJECTIVES

The following objectives were discussed with City of Hart team member(s):

- Responsive and excellent end user support and training.
- Greater cyber protection, security education, and implementation.
- Budgetary support and planning for future projects.
- Assistance and recommendations with business continuity.
- Interested in moving to SharePoint at some point in the future.

SCOPE OF WORK

The following activities are included in the scope of work for the onboarding project:

- Perform project management activities
- Implement managed services agents, antivirus, and cloud security
- Setup user security awareness phishing, select and schedule training courses
- Install network monitoring for firewall, switches, and access points
- Install managed backup hardware, software, and backup jobs
- Set up environment according to on-boarding standards
- Create documentation
- Train point of contacts and users on support processes

CONSTRAINTS/RESTRICTIONS/ASSUMPTIONS

- Pricing for Micro Visions services is valid for 30 days.
- All managed services are to be prepaid through ACH on the first day of the month.
- Flat-rate agreements include support for the existing environment. Projects are quoted separately and are not included in the agreement.
- Onboarding completion may take 30-60 days and will be performed during the agreement term. During this process, actual numbers of users and devices will be trued up.
- Additional charges for onboarding will be incurred if client frequently reschedules or postpones meetings and/or onboarding activities, or delays providing requested information or assistance. Client will be notified before charges are incurred.
- Pricing for managed services is based on a 36-month agreement.
- Sales tax, if applicable, is not included.
- Client ensures all users are legally licensed for software use.
- Microsoft 365 licenses are not included.
- Client has a stable and reliable physical network infrastructure and adequate bandwidth.
- All server hardware, workstations, and other devices must have current service contracts in effect.
- The project will be invoiced on a time and material or fixed-fee basis at regular intervals. For time and material invoices, any work performed beyond the hours estimated or any work performed beyond the scope of the project will be invoiced. For fixed-fee projects, any work performed beyond the scope of the

project will be invoiced. The project manager/systems engineer will keep the client informed if overages are anticipated.

- The project is based on normal working hours and includes some travel time (reference Micro Visions, Inc. Rate Schedule). Any work performed outside of normal working hours will have overtime rates applied. Travel time beyond the hours included will be invoiced as stated on the Rate Schedule.
- Payment for services rendered is due within 30 days of Micro Visions' invoice date. Any amounts not paid within 30 days will be subject to 1.5 percent interest per month. See Rate Schedule for further details.

CHANGE ORDERS

Any changes to the project will require a signed change order describing the changes as well as any additional costs.

PRICING

Description	Qty	Unit Price	Ext. Price
Securelink Flat-rate: Base Package Includes up to 26 Users	**1**	**$4,550.00**	**$4,550.00**
Flat-rate Managed User with Business Hours Help Desk	26		
Flat-rate Managed Workstation	26		
Flat-rate Managed Antivirus	26		
Flat-rate Cloud DNS Security & Content Filtering Per User	26		
Flat-rate Security Awareness Testing & Training per User	26		
Business Technical Review (BTR)	4		
Account Management	1		
Flat-rate Physical Host Server	2		
Flat-rate Virtual Server	2		
Flat-rate Managed Antivirus	2		
Flat-rate Maintain Firewall	4		
Flat-rate Maintain Router	4		
Flat-rate Maintain Switch	5		
Flat-rate Maintain Wireless Access Point Controller	1		
Flat-rate Maintain Wireless Access Point	3		
Managed Backup Appliance with 2TB Local Storage	1		
Managed Backup Enterprise License for Virtual Machines	2		
Off-site Storage Per GB	1,000		
Microsoft 365 Cloud-to-Cloud Backup for Up To 50 Users	1		
IT Vendor Management (Up to 5 Vendors)	1		
Flat-rate Managed Network Scanning, Analysis,and Reporting	1		
Flat-rate Managed Security Scanning, Analysis and Reporting	1		
Dark Web Monitoring Service	1		
Professional Services	**1**	**$6,240.00**	**$6,240.00**
Flat-rate Professional Services On Boarding	1		

	Subtotal	$10,790.00
Recurring Amounts:	**Tax**	$0.00
$4550.00 Billed Monthly	**Shipping**	$0.00
	Grand Total	**$10,790.00**

TERMS & CONDITIONS

Please reference the attached Master Agreement of Terms and Conditions and/or the Securelink Essentials Managed Services Agreement. All managed services options require a signed managed services agreement.

PROPOSAL ACCEPTANCE

The proposal and/or managed services agreement (if applicable) may be accepted through the web page link or by signing this and the following documents and returning them to the account exec in person or via email.

To accept electronically through the web page link: In the Acceptance Detail section, click the box "I agree to the terms and conditions of the above document and PDF attached with an electronic signature below." Fill in the PO Number if applicable, add any Comments, enter your Printed Name, and fill in your Signature. Click the button "Click to Accept."

City of Hart
407 State Street
Hart, MI 49420

_____
Please print name

_____
Signature

_____
Date

MASTER AGREEMENT OF TERMS AND CONDITIONS

City of Hart hereinafter ("Client") and Micro Visions, Inc. ("Micro Visions") (also referred to individually as a "party" or collectively as "parties") agree that the attached Services Agreement ("Services Agreement") is subject to the terms and conditions ("Terms") stated below and these Terms are incorporated into the Services Agreement and all services ("Services") performed and all costs and fees related thereto are subject to these Terms.

1. Micro Visions will perform the Services for Client as listed on the attached Services Agreement. Micro Visions' Fees for the Services and any additional Costs are also listed on the Services Agreement or in an attachment or schedule thereto.

2. All Services provided by Micro Visions hereunder will be performed in a professional manner by qualified personnel. Except as otherwise provided, Micro Visions provides the services and deliverable 'as is' and makes no warranties of any kind, either expressed or implied. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. Unless Client notifies Micro Visions in writing within seven (7) days from the invoice date that the deliverables as set forth in the Services Agreement have not been met, the work performed will be deemed accepted.

3. In no event shall Micro Visions or its agents be liable for any indirect, consequential, incidental or special damages whatsoever (including without limitation damages for loss of profits, business interruption, loss of information, or other pecuniary loss) arising out of the use or performance of the Services and deliverables, whether such liability was based on contract, tort, warranty, or other legal or equitable grounds, even if Client has been advised of the possibility of such damages, unless it is proven that Micro Visions has demonstrated gross negligence. In no event shall Micro Visions' liability exceed the Fees paid by Client hereunder.

4. Client agrees not to solicit Micro Visions personnel for employment. Client shall not directly or indirectly induce any employee or contractor of Micro Visions to terminate his or her employment with Micro Visions. Should an employee terminate his or her employment with Micro Visions Client agrees not to hire or purchase services from that employee (whether as an employee of Client, an independent contractor, or an employee or contractor of any third party) for a period of one year from the date of the employee's termination unless written permission is granted by Micro Visions.

5. Any applicable Services Agreement, including all schedules thereto, and these Terms constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements and understandings, whether oral or written, are superseded in their entirety. No waiver, modification or addition to these Terms and/or the Services Agreement shall be valid unless in writing and signed by the party sought to be charged therewith. Any failure by Micro Visions to enforce a specific part of these Terms or rights in the Services Agreement in a specific situation is not a waiver of rights under the Terms or the Services Agreement. Micro Visions may still enforce the rest of the Terms or rights in the Services Agreement in that situation and may still enforce some or all of the Terms and/or the Services Agreement in other situations. If any terms in the Services Agreement are different from or contradict in any way the language of these Terms, the language of the Services Agreement shall control, unless the Services Agreement provides otherwise.

6. Micro Visions and Client shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in these Terms or the Services Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them.

7. Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Services Agreement and Terms, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate the Services Agreement upon thirty (30) days' written notice.

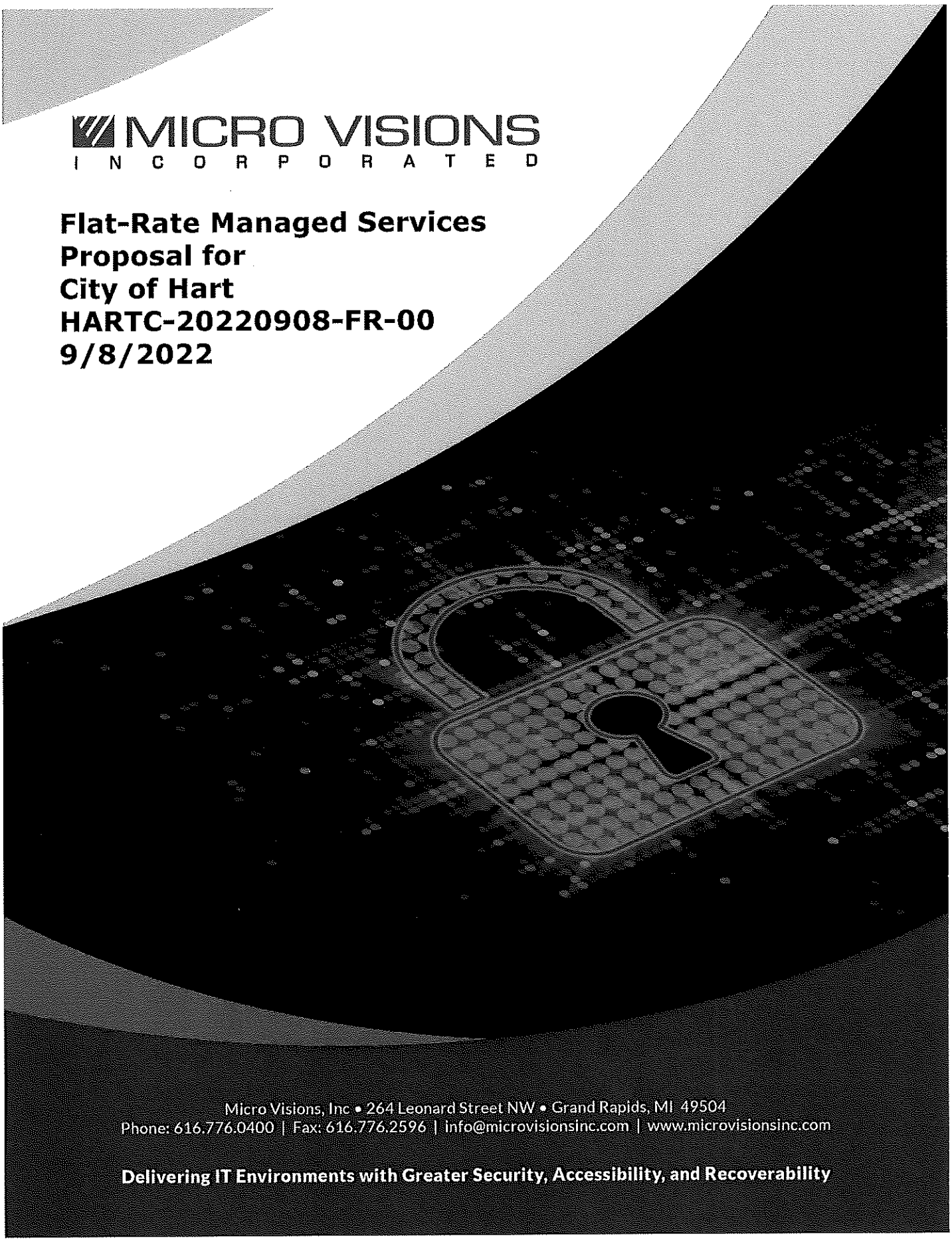
8. Client agrees to pay Micro Visions' invoice for Services within the time period stated on the invoice or be liable for interest in the amount stated on the invoice.

9. The Terms and the Services Agreement shall be governed and construed in all respects by the substantive laws of the State of Michigan, without regard to the choice of law provisions. Micro Visions and Client further agree that any controversy or claim arising out of or relating to the Terms and/or Services Agreements shall be submitted to a court of competent jurisdiction in Grand Rapids, Michigan. If there is any dispute regarding the Terms and/or Services Agreement that is submitted to arbitration or filed in a court of law then the prevailing party in that dispute will be entitled to, in addition to any award of damages or other remedy, reasonable attorney's fees and legal costs. If part of these Terms and/or Services Agreement is held invalid, the rest of the Terms and/or Services Agreement are still valid, binding and enforceable.

Client's acceptance of this Services Agreement and the commencement of Micro Visions' Services indicate acceptance of all Terms set forth herein.

MICRO VISIONS
INCORPORATED

Flat-Rate Managed Services Proposal for City of Hart HARTC-20220908-FR-00 9/8/2022



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PROPOSAL SUMMARY

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- Greater cyber protection, security education, and implementation.
- Budgetary support and planning for future projects.
- Assistance and recommendations with business continuity.
- Interested in moving to SharePoint at some point in the future.

SCOPE OF WORK

The following activities are included in the scope of work for the onboarding project:

- Perform project management activities
- Implement managed services agents, antivirus, and cloud security
- Setup user security awareness phishing, select and schedule training courses
- Install network monitoring for firewall, switches, and access points
- Install managed backup hardware, software, and backup jobs
- Set up environment according to on-boarding standards
- Create documentation
- Train point of contacts and users on support processes

CONSTRAINTS/RESTRICTIONS/ASSUMPTIONS

- Pricing for Micro Visions services is valid for 30 days.
- All managed services are to be prepaid through ACH on the first day of the month.
- Flat-rate agreements include support for the existing environment. Projects are quoted separately and are not included in the agreement.
- Onboarding completion may take 30-60 days and will be performed during the agreement term. During this process, actual numbers of users and devices will be trued up.
- Additional charges for onboarding will be incurred if client frequently reschedules or postpones meetings and/or onboarding activities, or delays providing requested information or assistance. Client will be notified before charges are incurred.
- Travel charges will be incurred for on-site service at the "Technical Services, Less than 1 Hour Rates" (reference Micro Visions, Inc. Confidential Rate Schedule).
- Pricing for managed services is based on a 60-month agreement.
- Sales tax, if applicable, is not included.
- Client ensures all users are legally licensed for software use.
- Microsoft 365 licenses are not included.
- Client has a stable and reliable physical network infrastructure and adequate bandwidth.
- All server hardware, workstations, and other devices must have current service contracts in effect.

- The project will be invoiced on a time and material or fixed-fee basis at regular intervals. For time and material invoices, any work performed beyond the hours estimated or any work performed beyond the scope of the project will be invoiced. For fixed-fee projects, any work performed beyond the scope of the project will be invoiced. The project manager/systems engineer will keep the client informed if overages are anticipated.
- The project is based on normal working hours and includes some travel time (reference Micro Visions, Inc. Confidential Rate Schedule). Any work performed outside of normal working hours will have overtime rates applied. Travel time beyond the hours included will be invoiced as stated on the Confidential Rate Schedule.
- Payment for services rendered is due within 30 days of Micro Visions' invoice date. Any amounts not paid within 30 days will be subject to 1.5 percent interest per month. See Confidential Rate Schedule for further details.

CHANGE ORDERS

Any changes to the project will require a signed change order describing the changes as well as any additional costs.

PRICING

Description	Qty	Unit Price	Ext. Price
Securelink Flat-rate: Base Package Includes up to 26 Users	**1**	**$4,030.00**	**$4,030.00**
Flat-rate Managed User with Business Hours Help Desk	26		
Flat-rate Managed Workstation	26		
Flat-rate Managed Antivirus	26		
Flat-rate Cloud DNS Security & Content Filtering Per User	26		
Flat-rate Security Awareness Testing & Training per User	26		
Business Technical Review (BTR)	4		
Account Management	1		
Flat-rate Physical Host Server	2		
Flat-rate Virtual Server	2		
Flat-rate Managed Antivirus	2		
Flat-rate Maintain Firewall	4		
Flat-rate Maintain Router	4		
Flat-rate Maintain Switch	5		
Flat-rate Maintain Wireless Access Point Controller	1		
Flat-rate Maintain Wireless Access Point	3		
Managed Backup Appliance with 2TB Local Storage	1		
Managed Backup Enterprise License for Virtual Machines	2		
Off-site Storage Per GB	1,000		
Microsoft 365 Cloud-to-Cloud Backup for Up To 50 Users	1		
IT Vendor Management (Up to 5 Vendors)	1		
Flat-rate Managed Network Scanning, Analysis,and Reporting	1		
Flat-rate Managed Security Scanning, Analysis and Reporting	1		
Dark Web Monitoring Service	1		
Professional Services	**1**	**$6,240.00**	**$6,240.00**
Flat-rate Professional Services On Boarding	1		

Recurring Amounts:
$4030.00 Billed Monthly

Subtotal	$10,270.00
Tax	$0.00
Shipping	$0.00
Grand Total	**$10,270.00**

TERMS & CONDITIONS

Please reference the attached Master Agreement of Terms and Conditions and/or the Securelink Essentials Managed Services Agreement. All managed services options require a signed managed services agreement.

PROPOSAL ACCEPTANCE

The proposal and/or managed services agreement (if applicable) may be accepted through the web page link or by signing this and the following documents and returning them to the account exec in person or via email.

To accept electronically through the web page link: In the Acceptance Detail section, click the box "I agree to the terms and conditions of the above document and PDF attached with an electronic signature below." Fill in the PO Number if applicable, add any Comments, enter your Printed Name, and fill in your Signature. Click the button "Click to Accept."

City of Hart
407 State Street
Hart, MI 49420

_____
Please print name

_____
Signature

_____
Date

MASTER AGREEMENT OF TERMS AND CONDITIONS

City of Hart hereinafter ("Client") and Micro Visions, Inc. ("Micro Visions") (also referred to individually as a "party" or collectively as "parties") agree that the attached Services Agreement ("Services Agreement") is subject to the terms and conditions ("Terms") stated below and these Terms are incorporated into the Services Agreement and all services ("Services") performed and all costs and fees related thereto are subject to these Terms.

1. Micro Visions will perform the Services for Client as listed on the attached Services Agreement. Micro Visions' Fees for the Services and any additional Costs are also listed on the Services Agreement or in an attachment or schedule thereto.

2. All Services provided by Micro Visions hereunder will be performed in a professional manner by qualified personnel. Except as otherwise provided, Micro Visions provides the services and deliverable 'as is' and makes no warranties of any kind, either expressed or implied. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. Unless Client notifies Micro Visions in writing within seven (7) days from the invoice date that the deliverables as set forth in the Services Agreement have not been met, the work performed will be deemed accepted.

3. In no event shall Micro Visions or its agents be liable for any indirect, consequential, incidental or special damages whatsoever (including without limitation damages for loss of profits, business interruption, loss of information, or other pecuniary loss) arising out of the use or performance of the Services and deliverables, whether such liability was based on contract, tort, warranty, or other legal or equitable grounds, even if Client has been advised of the possibility of such damages, unless it is proven that Micro Visions has demonstrated gross negligence. In no event shall Micro Visions' liability exceed the Fees paid by Client hereunder.

4. Client agrees not to solicit Micro Visions personnel for employment. Client shall not directly or indirectly induce any employee or contractor of Micro Visions to terminate his or her employment with Micro Visions. Should an employee terminate his or her employment with Micro Visions Client agrees not to hire or purchase services from that employee (whether as an employee of Client, an independent contractor, or an employee or contractor of any third party) for a period of one year from the date of the employee's termination unless written permission is granted by Micro Visions.

5. Any applicable Services Agreement, including all schedules thereto, and these Terms constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements and understandings, whether oral or written, are superseded in their entirety. No waiver, modification or addition to these Terms and/or the Services Agreement shall be valid unless in writing and signed by the party sought to be charged therewith. Any failure by Micro Visions to enforce a specific part of these Terms or rights in the Services Agreement in a specific situation is not a waiver of rights under the Terms or the Services Agreement. Micro Visions may still enforce the rest of the Terms or rights in the Services Agreement in that situation and may still enforce some or all of the Terms and/or the Services Agreement in other situations. If any terms in the Services Agreement are different from or contradict in any way the language of these Terms, the language of the Services Agreement shall control, unless the Services Agreement provides otherwise.

6. Micro Visions and Client shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in these Terms or the Services Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them.

7. Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Services Agreement and Terms, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate the Services Agreement upon thirty (30) days' written notice.

8. Client agrees to pay Micro Visions' invoice for Services within the time period stated on the invoice or be liable for interest in the amount stated on the invoice.

9. The Terms and the Services Agreement shall be governed and construed in all respects by the substantive laws of the State of Michigan, without regard to the choice of law provisions. Micro Visions and Client further agree that any controversy or claim arising out of or relating to the Terms and/or Services Agreements shall be submitted to a court of competent jurisdiction in Grand Rapids, Michigan. If there is any dispute regarding the Terms and/or Services Agreement that is submitted to arbitration or filed in a court of law then the prevailing party in that dispute will be entitled to, in addition to any award of damages or other remedy, reasonable attorney's fees and legal costs. If part of these Terms and/or Services Agreement is held invalid, the rest of the Terms and/or Services Agreement are still valid, binding and enforceable.

Client's acceptance of this Services Agreement and the commencement of Micro Visions' Services indicate acceptance of all Terms set forth herein.

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next I.T.
technology solutions
that make business sense

Solution Prepared For

City of Hart
Quote: AAAQ19537
Created: 5/24/2022

DocuSign Envelope ID: FDF7D409-05A3-4330-8137-63241B5E3299

next I.T.

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231.739.6398

Company Information

Eric & Michele Ringelberg founded Next I.T. in 2001. With a lot of hard work, the right people, and a little luck Next I.T. has grown from our basement to three offices across Michigan – Muskegon, Traverse City, & Kalamazoo



Next I.T. is an IT consulting company that delivers secure, scalable, and reliable technology solutions to small & mid-sized organizations across the mid-west. Our proven technology success processes are built with industry best practices and provide a strategic advantage in today's competitive environment. Our clients range from manufacturers to schools, non-profits, wineries, attorneys, accountants, who all want the same thing – to reduce risk, be more productive, and leverage their technology so their organizations can grow!

We are proud to be a local, award-winning, technology solution provider and recognized by many of the top technology manufacturers as a partner; Cisco Premier Certified Partner, Microsoft Silver Certified Partner, VMware Enterprise Partner, VEEAM, HP, WebRoot, Lenovo, DELL, and many more.

Next I.T. is different from our competitors because we focus on technology solutions that make business sense for YOU. Our size and independent ownership make Next I.T. the ideal technology partner for most small and mid-size organizations. We are large enough to maintain close relationships and purchasing leverage with all major suppliers, yet not so big that we forget how important your business is to our business.

To learn more about Next I.T, go to www.next-it.net.

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Tuesday, May 24, 2022

City of Hart
Rob Splane
407 S STATE ST STE 1
HART, MI 49420

Dear Rob,

We all know that people are the foundation of any great organization. You wouldn't be where you are today without committed employees and loyal customers. How can you support your staff, retain customers, increase revenue, grow market share, and remain flexible in a constantly changing landscape? Reliable, scalable and secure IT infrastructure is the best investment you can make - now and for the future. We specialize in:

- ✓ Smart IT solutions built around your business priorities
- ✓ Multi-layered security structures that protect you and your customers
- ✓ Long-term strategic guidance of client IT systems and infrastructure

Next IT focuses on your IT so you can focus on your business growth. Our experienced professionals work with you to guide your technology strategies, helping you align them with your business and process strategies. We provide strategic, architectural, operational, and implementation planning for all your IT needs.

This proposal includes
- ✓ Scope of work & deliverables
- ✓ A detailed description of services
- ✓ Solution approval
- ✓ Terms & Conditions

At next IT, we appreciate the trust you put in us when you hand us the keys to your IT kingdom. We've earned that trust from hundreds of clients in dozens of industries, and we know we can earn it from you.

Respectfully,

Eric Ringelberg
CEO
Next I.T. LLC

next I.T.

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PREPARED FOR:

City of Hart
Rob Splane

407 S STATE ST STE 1

PREPARED BY

Eric Ringelberg
866-388-6398 x602

eringelberg@next-it.net

QUOTE INFORMATION

Quote: AAAQ19537
created: 5/24/2022

Expires: 30 Days after Creation

A True Business Partner

Imagine a full IT staff – without the costs of a Full-Time IT employee. Next IT clients enjoy 24/7/365 access to our full suite of resources, tools, and professional team for one predictable and affordable monthly rate.

Strategic Technology Management and Alignment

nextCARE clients are assigned a dedicated Technology Alignment Manager (TAM) and Business Technology Advisor (BTA). The TAM acts as your 'virtual' IT Manager and focuses on implementing best practices and eliminating ticket noise. The BTA acts as your 'virtual' IT Director and focuses on aligning technology roadmaps with business priorities. Together, they provide strategic level guidance designed to help your organization reduce risk, be more productive, and leverage technology investment.

Vendor Management

Ever called a vendor and spent more time waiting for help than getting help? Would you like to have a tech-savvy member of your leadership team to help ensure you get the right solution at the right price... without financial interest in you buying or paying more than you need? You'll never have to overpay again with us as a partner. Next I.T. will work on your behalf with all your third-party solutions providers—ISPs, cloud services hosts, printer vendors, copier providers and more.

Monitoring & Security

Next I.T. continuously monitors servers, workstations, infrastructure events, and security threats for the purpose of reducing security vulnerabilities through malicious activity and to maintain organization productivity. We monitor and protect your network with managed tools such as anti-spyware, antivirus, MFA, MDR, EDR, and web filtering. Next IT also inventories and manages your IT system assets, tracking your warranties and service contracts, and providing security updates and software installations. Next IT cannot and does not guarantee 100% protection because hackers are continuously adapting their techniques to avoid detection.

Maintenance Windows

Next IT will coordinate a recurring maintenance windows with clients. These windows represent defined periods of time during which planned maintenance, upgrades, and changes to clients' IT services and systems may occur. During these maintenance windows, services may be intermittent or unavailable. Next IT will provide proactive patch management to cover all Windows servers, desktops, and laptops running Microsoft business versions of operating systems with "critical updates" and "security updates" after next IT tests the patches. Microsoft updates for drivers, feature packs, service packs, and other optional patches will be deployed at next IT's discretion.

next I.T.

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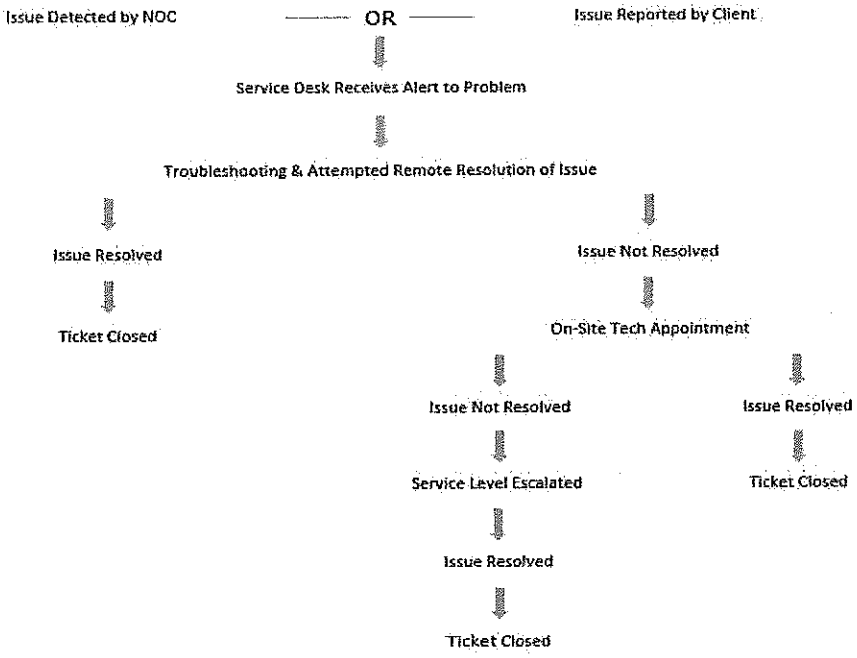
Support Process

Next IT provides operating system and application support services to resolve software issues relating to the underlying network and computing environment. Whenever possible, next IT will attempt to resolve support incidents via remote support tools and dispatch onsite support at our discretion when remote support is not viable.



Incident Response Objective

All reported incidents receive a priority number based on the impact and urgency of the service interruption. Impact is determined based on the number of people/departments/buildings that are affected by the interruption or outage.

PRIORITY	RESPONSE (HRS)	REMEDIATION (HRS)	RESOLUTION (HRS)	DEFINITION	EXAMPLE
P1 – Emergency	0.5	0.5	8.0	*Significant impact – Large number of users or business critical functions affected*	• *Virus Outbreak* • *Email outage* • *Server/network crash*
P2 – Urgent	0.5	2.0	16.0	*Limited impact – limited number of users or functions affected. Business process can continue*	• *Network printer outage* • *Department LOB not working*
P3 – Important	0.5	4.0	24.0	*Minor impact –one user affected.*	• *Single virus infection* • *User's desktop crashed*
P4 – Next Visit	0.5	*n/a	*n/a	*Issues which do not lead to degradation of service. Business process can continue*	• *Slow desktop* • *New user setup* • *How do I...*

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Backup as a Service

Our backups include everything on your physical and virtual servers—the operating system, applications, settings, and data—so recovery is complete. Automated, advanced verification of backup images lets you know backups are working properly and ensures dependable, complete system recovery. The selected data and covered servers will be backed up to a local dedicated NAS and replicated to next IT's cloud storage solution.

Backup Schedule & Retention Policy

Next IT performs a minimum of (11) incremental local backup images each weekday and uploads (1) 'consolidated' backup of daily incremental backups to our off-site cloud storage each night.

LOCATION	BACKUP TYPE	FREQUENCY DAILY	HOURLY	RETENTION DAYS DAILY	WEEKLY	MONTHLY
ON-SITE	INCREMENTAL	11	7	15	90	*Until New Chain
OFF-SITE	CONSOLIDATED	1	0	30	0	*Until New Chain

Statement of Work

Implementation

nextCARE Onboarding Project - Our team follows a proven process to onboard new clients. The initial transition of the Service Desk environment is typically a two (2) week process and includes the services of our project team, CSA, BTA and TAM. $3,600.00

1. Assign Project Manager, Business Technology Advisor, & Technical Alignment Manager
2. Perform initial technology assessment
3. Diagram building layout & access instructions
4. Document & change administrative passwords
5. Document network, servers, infrastructure & critical areas
6. Photograph all relevant equipment & locations
7. Document other key vendors & support agreements
8. Install & configure managed backups
9. Deploy nextCARE agents, nextPORTAL, antivirus, anti-spam, Quickpass, Cisco Umbrella web filtering
10. Setup & schedule end user cyber awareness training and dark web monitoring
11. Setup patch management schedule
12. Setup & schedule monthly 'service trend' reports
13. Perform end-user support training
14. Cross Train next IT service team
15. Report Initial Findings to Improve Performance, Security & Reliability

Implementation: $3,600.00

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Recurring Services

30 nextCARE 360 - Virtual IT Department. Support organization's devices used by each end user, including servers, workstations, laptops, PDA, servers, networks, smartphones, office phone systems, & Cloud/SaaS Applications (Users are the total number of employees, email accounts, or AD accounts). $4,050.00

Agreement Support
* Priority emergency support
- (24x7x365) Remote remediation support for covered users & assets at no extra charge
- (24x7x365) On-Site remediation support for covered users & assets at no extra charge

Managed Backups - nextBDR180
- Server backup management & monitoring (Off-site storage exceeding 3TB will be billed $10 per TB)
- Periodic backup & restore validation

Managed Care
- 24x7x365 Monitoring & alerting of critical server events
- 24/7x365 monitoring, alerts & notifications of critical network devices.
- Automated network mapping & documentation with network device password management
- Windows Operating System security patch management & deployment
- Updates over 300 common applications
- Automated File System Cleanup
- Portal access to Knowledge bases, service tickets, invoices, & reporting
- Continuous documentation of covered assets & network environment
- Next I.T. provided Antivirus protection software, management & real-time definition updates
- Asset Lifecycle & Warranty/Service Contract Management
- Vendor Management

Advanced Managed Security
- nextSOC - Real time EDR security threat detection & response
- Cloud-based web threat protection - monitoring, filtering, & reporting (powered by Cisco Umbrella)
- Block domains with malware, phishing, botnet, or other high-risk items
- Policy-based web access & reporting by network, device, and user
- External Recon for detection of attacks against RDP ports and other external surfaces
- Advanced Threat Intelligence Platform (TIP), Vulnerability Scanning
- Email Spam Filtering (inbound/outbound filtering, Imposter email Protection, Mail Spooling)
- Continuous end user security awareness training
- 24x7x365 Dark web monitoring IRC (internet relay chat) channels, Social media platforms, & Black market sites
- On demand dark web breach assessments
- Self-Serve Password reset tools (End users can reset passwords & unlock accounts automatically)
- Multi-factor Authentication (powered by Cisco DUO)
- Disk Encryption/Protection, Monthly Cybersecurity Risk Assessments
- nextMDM (Essentials). Centrally manage and secure users, smartphones, tablets, laptops, and apps

Strategic Technology Management
- Periodic Business Technology Reviews based on Next IT myITprocess best practices
- Proactive Technology Alignment reviews
- Monthly technology trend reports

Recurring Services: $4,050.00

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Summary

Onboarding + 1st Month		**$7,650.00**
Recurring Services	**Monthly Total:**	**$4,050.00**

Initial agreement starts on 7/1/2022 and ends on 6/30/2023. Continued service may be interrupted if agreement is not renewed by end date.

Special Notes & Amendments

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Payment and Fees

a. **ACH Payment** – Easily setup and manage your ACH payments with no processing fees! You can also view your Next I.T. Invoices at: https://next-it.connectboosterportal.com/authentication/login — **Client initials:** _____

b. **Invoice** – Client authorizes Next I.T. to invoice in accordance with the fees defined in MSP quotes, standard Net 10 day payment term — **Client initials:** _____

c. **Credit card** - Client authorizes Next I.T. to charge Customer's credit card in accordance with the fees defined in MSP quotes. **Client authorizes Next I.T. to charge a 3% (MC/Visa) processing fee in addition to the fees defined in the quotes. Client authorizes Next I.T. to charge a 4% (AMX/Discover) processing fee in addition to the fees defined in the quotes** — **Client Initials:** _____

Card Holder Name: _____ **Expiration Date:** _____

Card Number: _____ **Security Code:** _____

Billing Address: _____

d. **Financing** - We found some financing options for quote AAAQ19537 that include hardware, software, licensing, and services; — **Client Initials:** _____

Which Financing term works best for you?

Block Time Billing – All payments are due upon receipt of the invoice from Next I.T. Discounts on the standard time and materials rate are only available to clients that pre-pay.

Project Billing - Unless stated otherwise in writing, client will be invoiced for 50% of the project total (including product and labor) upon quote acceptance. Any balance remaining to be invoiced upon project completion. Scheduling of tasks and resources will not begin until after Next I.T. receives signed agreements and initial down payment.

Monthly Billing - Fees are defined in individual quote documents, and will be either charged to Client on the 1st of each month, or invoiced with Net 10 day payment terms on the first of every month.

Pricing and availability are subject to change based on manufacturers and distributers. Labor and installation charges are additional unless included in quote. The hardware and software components proposed above may be covered by individual manufacturers' warranties. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES WITH REGARD TO THE PRODUCTS OR SERVICES PROVIDED, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR SYSTEM INTEGRATION, OR (II) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. To the extent a warranty cannot be disclaimed, such warranty is limited in duration to the legal warranty period. All sales are final. We do not accept returns unless, (i) we provided a product other than the product stated in the purchase order, or (ii) we authorize the return. In the event we authorize a return, such return will be subject to a minimum 25% restocking fee and the product must be in its original unopened packaging or original packaging available. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, incidental or consequential damages related to this agreement. Next I.T. warrants that the services will be performed in a manner consistent with generally accepted industry practice. If a failure to comply with this warranty emerges within 30 days following the completion of services, Next I.T. shall, if promptly notified in writing, at its option, either provide the services anew or refund the price charged for such non-conforming services. This performance anew or refund is the client's exclusive remedy and shall constitute [company's] fulfillment of all liabilities with respect to nonconformity of or defect and/or deficiency in services furnished to client. This agreement may only be modified by a writing signed by the parties. All billing disputes must be submitted to the Next I.T. Accounting Department at billing@next-it.net within 10 days of the invoice date.

As an authorized agent, I accept this quote and authorize delivery of the above equipment and services.

Rob Splane

Print Name _____ Signature _____ Date _____

Master Service Agreement

This agreement is entered into on the date hereinafter written by and between Next I.T. and City of Hart, hereinafter-called client, to furnish certain computer-related services as provided in this managed services agreement.

1. Introduction
   Next I.T. is in the business of managing computer and software systems and client desires that Next I.T. manage and support, for the particular use of the client, certain hardware and software programs to be used by the client and supplied to client from Next I.T. and/or other sources. In accordance with the foregoing and the agreements hereunder, the parties hereto agree as follows:
2. Obligations and responsibilities
   a. Technology system management
      (1) Parties agree that operating client's technology system requires continual supervision, maintenance, upgrades, training and research. By this agreement, client appoints Next I.T. as its I.T. management staff. Client understands that following the advice and instructions of Next I.T. is necessary to maintain the integrity of its technology system.
      (2) Next I.T. will provide skilled certified engineers to monitor and work on client's technology system, as determined by Next I.T. Next I.T. personnel will be available at site of client's technology system in accordance with the plan(s) described in this proposal.
   b. Services provided and selection of plans
      (1) Client will pay for and Next I.T. will provide those services selected in this agreement. Client agrees that it has reviewed and been advised by Next I.T. of the services offered under the various plans. Client understands the services offered under the plan or plans it has selected.
      (2) Network documentation. In addition to those services specified in this proposal, Next I.T. will provide and maintain network documentation of managed devices for client throughout the duration of this agreement for all clients engaging Next I.T. for server or network coverage. Network documentation will be available to client electronically upon request. Network documentation includes:
         - Administrative access methods & credentials
         - Network hardware connectivity & configuration summary
         - Internet service provider contact information
         - Network element OS versions
         - Network schematics
         - Overview of computer network assets
   c. Client staff contact. Client shall provide a staff member to help Next I.T. coordinate efforts under this agreement. Client staff shall be available throughout the duration of this agreement unless changed by management. This person will be the central contact between Next I.T. personnel and client personnel. Unless otherwise specified and requested in writing, the I.T. liaison/individual is empowered to make security and coverage related decisions for client.
   d. nextCARE is designed to provide pro-active support services that anticipate and prevent it problems before they occur. To successfully provide these advanced services, Next I.T. must include all 'active' devices or active users. Active devices are defined as any client equipment normally covered by agreement that is utilized for more than eight (8) hours per quarter. Active users are defined as any user accessing company technology resources.
   e. To ensure the security of our valued clients, Next I.T. requires all mission critical servers & workstations backed up currently licensed, commercial-grade, vendor supported backup solution.
   f. Covered software and covered hardware must be genuine, licensed, within published end of support (EOL), and in a manufacturer-supported configuration (including manufacturer approved compatibility with hardware and software it interacts with) with a current call-in technical support and onsite maintenance contract from the original manufacturer or equivalent third party. Such support must grant client entitlement and access to the intellectual property required to fix covered software and covered hardware, including but not limited to patches, updates, firmware, fixes, utilities, documentation, and tools. The cost of such licensing, support, maintenance, incident fees, or hardware repair is not included in this service agreement
   g. Client agrees to implement a computer use policy and security policy properly distributed and signed by all users.
   h. Situations that may cause out of agreement charges to the client
      (1) Cost of any parts, equipment, 3rd party support, or shipping charges of any kind.
      (2) All services requested by client that fall outside of SOW will be considered projects, and will be quoted and billed as separate, individual services. A project is defined as a major upgrade, change, or new addition to client's existing it network (ie new server or server replacement, wireless networking, new or replacement switching, pc fleet replacement, phone system, etc.). Next I.T. will make a commercially reasonable effort hardware quote, however, hardware is subject to market changes.
      (3) The cost to bring client's environment up to minimum standards required for services.
      (4) The cost of service and repair made necessary by the introduction, alteration or modification of equipment other than that authorized by Next I.T., including introduction, alterations, software installations or modifications of equipment made by client's employees or anyone other than Next I.T.
      (5) Remediating malicious activities caused by clients or users bypassing Next I.T's security tools and recommendations.
   i. Should the covered environment not meet the minimum standards, all services shall be performed on a good faith effort basis. Next I.T. shall make no guarantees regarding the ability of Next I.T's engineers or technologies to provide services to any item of the covered environment that does not meet the minimum standards.
   j. No security solution is foolproof and the client is not guaranteed to be 99% virus free by using this service. Client must follow safe browsing and safe email procedures. Excessive virus infections may require remediation, user training and system changes beyond the scope of this agreement. Prior to commencing support, all supported devices must be infection free.
   k. Next I.T's may be required to, and without breach, delay in providing services on any item in the covered environment that does not meet these minimum standards until such minimum standards are met and after which services on those items will resume.
   l. Unclaimed equipment. Next I.T. has the right to dispose of any client personal property left in Next I.T.'s possession for more than sixty (60) days following the termination of this agreement or completed work.
   m. 3rd party supported providers. Client authorizes Next I.T. to contact its 3rd party support providers on behalf of client. Next I.T. will provide a vendor authorization letter to client. It is the client's responsibility to send this letter to 3rd party vendor in order to authorize Next I.T. to make changes on

behalf of client.

n. Projects. It is understood that any and all services requested by client that fall outside of the terms of this agreement, including those performed on behalf of client with a non-authorized 3rd party vendor will be considered "projects", and will be quoted and billed as separate, individual services at the then current rates of Next I.T.

o. Client access to data. Next I.T. managed backups are password protected. Access to the data is not provided to client's staff to protect and ensure that virtualization is able to be completed if needed. Should client demand access to the device, the ability to provide support, virtualization or bare metal restore will be on a 'commercially reasonable efforts' basis and can no longer be guaranteed.

p. Client will not change, add or delete applications to or from its technology system without first notifying and receiving approval from Next I.T. If client changes, adds or deletes any applications to or from its technology system without this submission and approval step, Next I.T. shall not be responsible for delays or damages that result and client shall pay, in accordance with this agreement, for services performed by Next I.T. to correct any delays or damage to client's technology system.

q. Client and Next I.T. recognize and agree that client's technology system may host services or applications outside the scope of this agreement (excluded applications). In this case, client shall maintain all aspects of the most current version of antivirus software for these excluded applications. Client will also use an automated update process to deploy antivirus signature files to any excluded applications within three (3) business days of release from the manufacturer.

r. If client makes a change to systems not included within the technology system that could affect the technology system, client shall provide Next I.T. with four (4) hours advance notice before making such change. This includes infrastructure changes or hardware maintenance of the technology system. If a client change to a system, which is not included within the technology system, creates an error or a loss of function to the technology system without this four-hour advance notice, responses by Next I.T. to correct errors or loss of function shall be charged in accordance with the terms and conditions of this agreement.

3. Warranties

a. Hardware and software warranty

(1) Next I.T. is neither a hardware manufacturer nor a software developer (except as to any custom software), instead Next I.T. is a reseller, integrator and technology management service

(2) Provider. Next I.T. does not provide its own warranties for hardware or third-party software. Instead, Next I.T. assigns to its clients the warranties, if any, provided by the manufacturer

(3) Or supplier of the hardware or third party software Next I.T. resells or sub-licenses, to the extent such warranties are transferrable, except as expressly set forth in this agreement. Next I.T. does not offer, and specifically disclaims, any warranty of its own, expressed or implied.

b. Services warranty

Next I.T. warrants that the services will be performed in a manner consistent with generally accepted industry practice. If a failure to comply with this warranty emerges within 30 days following the completion of services, Next I.T. shall, if promptly notified in writing, at its option, either provide the services anew or refund the price charged for such non-conforming services. This performance anew or refund is the client's exclusive remedy and shall constitute Next I.T.'s fulfillment of all liabilities with respect to nonconformity of or defect and/or deficiency in services furnished to client. Maximum refund provided is equal or up to six (6) months of the total managed services recurring invoice. (ex. Labor for PC/server/network installs, upgrades, file copies, backups/restores, etc...)

4. Other warranties

a. The foregoing warranties are exclusive and in lieu of all warranties of quality and performance, written, oral or implied. Next I.T. specifically disclaims all other warranties, including but not limited to, implied warranties of merchant ability, fitness for a particular purpose, or that software or equipment is free of the rightful claim of any third person by way of infringement or the like.

b. No lawsuits, legal actions, causes of action, or claims arising out of or relating to this agreement, the performance of services by Next I.T., or the performance or breach of this agreement shall be brought or asserted by or on behalf of Client or any affiliate of Client against Next I.T. or any of its affiliates unless brought and asserted by the timely filing of a legal action within one (1) year after the date of the first occurrence of the event or breach giving rise in whole or in part to the claim or cause of action. Any such claim or cause of action of Client or its affiliate against Next I.T. or any of its affiliates shall expire and be forever released and barred unless brought and asserted by the timely filing of a legal action within such one (1) year period. Client hereby waives any statute of limitations that exceeds this time limit.

c. Hiring personnel - client agrees not to solicit, hire or otherwise employ or engage in any manner whatsoever, directly or indirectly, during the term of this agreement and for a period of two (2) years thereafter, any person who is or was an employee of Next I.T. and who was assigned to perform work here under during the prior 12 months, without the express consent of the Next I.T. client acknowledges that actual damages in the event of a violation of this provision would be difficult to determine and therefore agrees that if it violates this provision, client shall pay to Next I.T. as liquidated damages, and not as a penalty, the sum of $20,000 of each person so solicited, hire, employed, or engaged directly or indirectly.

d. Confidentiality of information during the performance of this agreement, Next I.T. and client may have access to information concerning the products and business of the other. Neither party shall use information of the other party except in connection with the exercise of its rights and responsibilities under this agreement. Next I.T. and client will take all necessary and prudent steps to prevent the disclosure of such information to third parties, at least equivalent to the most stringent steps used by such party in protecting its own confidential and proprietary information. The commitments of confidentiality and non-use set forth above do not apply to that information that can be documented to be known to recipient or the general public before disclosure hereunder, or that, through no act on the part of the recipient hereunder becomes generally available to the public.

5. Miscellaneous provisions

a. Amendments - this agreement may only be changed by written amendment executed by the authorized representatives of both parties. Amendments adding computers, servers or networks apply to the remainder of the term selected in this agreement from the date of the addition.

b. Authorized representatives the signatories represent and warrant that they are authorized by their respective organizations to enter this agreement.

c. Counterparts this agreement may be executed in one or more counterparts, each of which will be considered an original copy of this agreement and all of which, when taken together, will constitute one and the same agreement.

d. Termination - This agreement shall remain in full force and effect unless an event of default occurs:

(1) Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days' of receipt of such written notice.

(2) Events of default by client shall be in default under this agreement if client fails to make payment of any undisputed invoice within 30 calendar days after it is delivered, or if client fails to materially perform or comply with the terms and conditions of the agreement in the event of default by a party (the defaulting party), the other party may notify, in writing, the defaulting party of its intent to terminate the

Master Service Agreement

agreement. This agreement shall be terminated as of the first day of the month following that notification.

(3) If either party terminates this Agreement, Next I.T. will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Next I.T. the actual costs of rendering such assistance at Next I.T's normal billable hourly rate

e. This agreement and the rights hereunder may not be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially. All of, the assets of the business to which this agreement pertains.

f. Facsimile execution this agreement may be validly executed by the signing of a facsimile copy of this agreement. Either the fully executed facsimile copy or a conforming executed original shall be evidence of the existence of this agreement.

g. Severability if any provision or provisions of this agreement are found to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. Force majeure each party shall be excused from performance or any period and to the extent that the party is prevented from performing any services, in whole or in part, as a result of delays caused by the other party, acts of god, war, acts of government, fire, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, civil disturbances, court orders, labor disputes, third-party nonperformance, or other cause beyond that party's reasonable control, including failure or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, or any and all causes beyond control of Next I.T. such nonperformance shall not be a default or a ground for termination.

i. Modifications. This agreement can be modified only by a written agreement signed by authorized representatives of Next I.T. and client. Variances from or in addition to the terms and conditions of this agreement in any order or other writing from the client will be of no effect. Next I.T. and client agree not to enter into any oral agreement or understanding that is in conflict with this agreement. Next I.T. and client further agree that any oral communication allegedly or purportedly constituting such an agreement shall be absolutely null, void and without effect except as outlined in in proposal.

j. Any notice, request, demand or other communication required or permitted by, or relating to, the terms of this agreement is considered properly given when it is delivered to the united states postal service, sent certified mail – return receipt requested, or postage prepaid, or upon confirmation of receipt by facsimile, addressed to the party to receive notice as previously requested by notice hereunder, delivered via email, or as provided in conjunction with such party's signature below. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either part hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom it is directed; at the address of such party stated in the agreement.

k. Venues and jurisdiction client (i) agrees that any litigation, action or proceeding arising out of or relating to this agreement be instituted in a state or federal court in the city and state of Michigan, (ii) waives any objection which it might have now or hereafter to this venue, (iii) irrevocably submits to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient form.

l. Counterparts this agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same original.

m. This agreement shall not be deemed to extinguish or mitigate any payments, which are owed to Next I.T. by client pursuant to the terms of any previous or other existing agreements between Next I.T. and client. Client acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions.

n. Attorneys' fees in the event of a dispute under this agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

o. Captions and headings the captions and headings are inserted in this agreement for convenience only. They must not be considered to define, limit or describe the scope or intent of this agreement, or of any provision hereof, nor in any way affect the interpretation of this agreement.

p. Limitations of liability. Under no circumstances shall Next I.T. be liable to client for special, incidental, consequential, indirect damages, loss of goodwill, or business profits, work stoppage, data loss, computer failure or malfunction, commercial damages or loss, or exemplary or punitive damages, except with respect to indemnities arising out of intellectual property claims. Under no circumstances, shall Next I.T. aggregate liability arising from, or out of, or relating to this agreement exceed the fees paid under the statement of work for which the liability arose.

q. Entire agreement this agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto.

This agreement shall be construed under and in accordance with the laws of the state of Michigan.

Company Signature:	Next I.T. LLC	client Signature:	City of Hart
Name:	Eric Ringelberg	Name:	Rob Splane
Title:	CEO	Title:	
Date:	5/24/2022	Date:	

GRACON SERVICES, INC.

MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this 1st day of August, 2022 by and between the City of Hart, 407 S. State Street, Hart, MI 49420 (hereinafter referred to as "Customer") and Gracon Services, Inc., a corporation also referred to as "GSI" existing under the laws of the State of Michigan with offices at 4265 Okemos Road, Suite A, Okemos, Michigan 48864 (hereinafter referred to as "Consultant".)

WHEREAS, Customer has certain hardware, software, interfaces, peripherals and other items related to information technology which it desires to hire Consultant to assist and advise Customer with regard to the continued use, function and operation thereof: and

WHEREAS, Consultant desires to perform said consulting services and to sell said consulting services to Customer on the terms and conditions specified herein;

THEREFORE, in consideration of the mutual promises contained herein, the parties agree that the Customer hereby retains and agrees to pay the Consultant for the necessary consulting services as rendered and the Consultant hereby agrees to perform the Customer's consulting services as requested as written in the attached exhibits.

1. Services and Scope of Work

1.1 Services. Consultant agrees to provide to Customer consulting services as are described in Exhibit I – Statement of Work. In addition to the Statement of Work, exhibits may be added to this Agreement from time to time as agreed upon by both parties. These exhibits will be added to this Agreement as numbered Exhibits or Statements of Work for specific consulting services (hereinafter referred to as "Exhibits"). Such services shall be provided in accordance with the provision of this Agreement and the applicable Exhibit and will be on either a fixed price or time and materials basis as specified in the applicable Exhibit. Each Exhibit is bound by the conditions set forth in this document.

1.2 Scope of Work. Each Exhibit will contain a description of the tasks to be performed by Consultant, the deliverables and documentation to be produced by Consultant, acceptance criteria for each deliverable, warranty periods, a schedule of performance, and schedule of payments.

2. Consultant Personnel

2.1 Consultant Project Manager. Consultant will appoint for each Statement a qualified member of its staff to act as project manager ("Consultant Project Manager"), whose duties shall be to act as liaison between Customer and Consultant. The amount, if any, to be charged to the Customer for the Services of the Consultant Project Manager shall be included in the Statement.

2.2 Consultant Staff. Consultant will provide adequate staff to complete the services specified in the schedule within the time frame set forth in the Statement.

2.3 Consultant Employee Retention. Consultant has agreed to provide employees who are qualified by training and experience to perform the obligations of Consultant described in this Agreement in conformance and consistent with industry standards and practices. The Consultant has a vested interest in maintaining its employees as such. The Customer shall refrain from making employment offerings to Consultant's employees during this Contract. Should the Customer hire any of the Consultant's employees during this Agreement, Customer will be responsible for compensating Consultant the equivalent of (6) six months of said employee's billable hourly rate. Customer will also be required to reimburse Consultant for training costs that Consultant has incurred for said employee during their last 18 months of employment.

2.4 Independent Contractor. Consultant is an independent contractor. Neither Consultant nor Consultant's employees are, or shall be deemed for any purpose to be, employees of Customer. Customer shall not be responsible to Consultant, Consultant's employees or any governing body for any payroll-related taxes related to the performance of the Services.

3. Project Management

3.1 Customer Project Manager. During the entire course of any and all consultations, Customer shall provide a "Project Manager" (i.e. TBD) whose duties shall be to act as the primary contact for the Consultant. The Customer Project Manager will provide to the Consultant Project Manager in writing, any additional requests, modifications, deviations to the items and services outlined in Exhibit I and any subsequent Exhibits added hereto.

3.2 Progress Reports and Meetings. Consultant shall submit, on a time and material basis, a detailed Progress Report to Customer Project Manager every month during the term of this agreement. Such progress reports will detail work performed to date, the cost thereof, and estimated time and cost to complete.

If Customer requests, Consultant shall hold status meetings, on a time and material basis, with Customer Project Manager in order to review the status of Consultant activities.

4. Fees, Expenses, Records and Taxes

4.1 Fees. Consultant agrees to invoice Customer biweekly for services provided to Customer by Consultant personnel in Exhibit I, and any subsequent Exhibits which specifies services performed hereunder. Any invoice is payable within 30 days upon receipt and interest of 1.5% per month compounded daily on the basis of the actual days elapsed and shall apply to any unpaid balances after 30 days of invoice date.

GSI reserves the right to refuse requested maintenance and support services when charges remain unpaid after 45 days from the invoice date. It is further agreed that should Customer refuse to pay money due as provided by the Agreement, or if legal action of any kind is commenced by GSI, a reasonable actual attorney's fee and all costs and expenses incurred to such collection as a part thereof. The fees payable under this Agreement shall not include local, state or federal use, excise, or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of GSI.

4.2 Expenses. In addition, Consultant shall invoice Customer, in arrears, for expenses incurred as a result of performing services in accordance with any Statement. Such expenses shall be limited to necessary and reasonable out-of-pocket expenses necessary and actually incurred by Consultant in the performance of its services hereunder, provided that the expenses have been detailed on a form acceptable to Customer and submitted to the appropriate Customer Project Manager for review and approval; and if requested by Customer, Consultant submits supporting documentation in addition to the approved expense form.

4.3. Review of Fees and Expenses. Consultant will submit the charges and/or expenses to be invoiced for services performed and the applicable time reports or documentation to the Customer Project Manager for approval. The Customer's Project Manager shall review and approve or disapprove the charges and/or expenses within ten (10) business days of receipt. The charges and/or expenses invoiced in accordance with this Paragraph, except for any amounts disputed by Customer, shall be payable by Customer within 30 days upon receipt as agreed in paragraph 4.1 above.

4.4. Records. Consultant shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate Consultant's charges and expenses hereunder and Consultant and Customer shall retain such records for a period of one (1) year from the date of final payment.

5. Indemnity and Insurance

5.1. Indemnity. Except as a result of Customer's sole negligent acts or omissions Consultant agrees to defend at its own cost and expense any claim or action against Customer, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right (including, but not limited to, misappropriation of trade secrets) based on any software, program, service and/or other materials furnished to Customer by Consultant pursuant to the terms of this Agreement or the use thereof by Customer. Customer agrees to be and is responsible for properly using and licensing the above referenced items.

Except as a result of Customer's negligent acts or omissions, Consultant further agrees to indemnify and hold Customer, its subsidiaries and/or affiliated companies, harmless from and against any and all liabilities, losses, and expenses associated with any such claim or action.

6. Confidentiality and Proprietary Rights

6.1 Confidentiality. Neither party shall use, exploit, or make known to any person or business entity, any information directly or indirectly received by a party or acquired pursuant to the relationship created by this Agreement, including, without limitation, information relating to business affairs, data, designs, manuals, training materials and documentation, formulas, ideas, inventions, knowledge of manufacturing processes, methods, prices, financial and accounting data, timekeeping data, products and product specifications, systems and technical information, consumer lists or salaries ("Confidential Information"). Notwithstanding the foregoing, the Consultant and the Customer shall each be permitted to disclose Confidential Information of the other to its own employees, subcontractors, accountants, attorneys, and other agents and its affiliates or subsidiaries to the extent the disclosure is reasonably necessary for the performance of its duties and obligations or the enjoyment of its rights under this Agreement; provided, however, that Consultant and the Customer shall be responsible for any violation of the confidentiality

obligations set forth in this Agreement by any permitted third parties to which it provides Confidential Information. The obligations of confidentiality under this Agreement shall survive termination of this Agreement.

6.3. Proprietary Rights. Unless otherwise specified in an Exhibit, all work performed under any Statement, and all materials, products, deliverables developed or prepared for Customer by Consultant under such Statement (whether or not such Statement is completed), are the property of Customer and all title and interest therein shall vest in Customer and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in Customer or such works may not be considered works made for hire; all rights, title and interest therein are hereby irrevocably assigned to Customer. All such materials shall belong exclusively to Customer, with Customer having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Consultant agrees to give Customer and any person designated by Customer, reasonable assistance, at Customer's expense, required to perfect the rights defined in this Paragraph. Unless otherwise requested by Customer, upon the completion of the services to be performed under each Statement or upon the earlier termination of such Statement, Consultant shall immediately turn over to Customer all materials and deliverables developed pursuant to such Statement.

7. Warranties

7.1. Consultant Warranties. Consultant warrants that: (a) each of its employees assigned to perform services under this Agreement shall be qualified by training and experience to perform the obligations of Consultant pursuant hereto and that all work will be performed in accordance with the terms of this Agreement and Exhibits. Work shall be performed within a reasonable time, and will be performed in a workman like manner consistent with applicable industry standards and procedures; (b) Customer shall receive free, good and clear title to all materials, deliverables and products paid for and developed under the Agreement.

There is no other warranty whatsoever. Consultant shall have no other liability other than previously stated with respect to its obligations under this agreement or otherwise for consequential, exemplary, incidental or punitive damages even if it has been advised of the possibility of such damages.

8. General

8.1. Ownership. The parties represent that the Ownership of the existing system belongs to the Customer and that the Customer owns and possesses all rights and interests in said hardware and software necessary to enter into this Agreement and shall indemnify and hold Consultant, his agents and employees harmless from any loss, damage or liability for infringement of any U.S. patent right or copyright or other property right with respect to the use of hardware and software delivered hereunder; provided that GSI permits the Customer to defend, compromise or settle said claim or infringement and gives Customer all available information, assistance and authority to enable Customer to do so. Hardware, software, software system modifications and peripherals to be consulted upon are the sole and separate property of Customer.

8.2. Timeliness of Performance. Consultant understands that prompt performance of all services hereunder is required by Customer in order to meet its schedules and commitments. In the

event that any anticipated or actual delays in meeting Customer's deadlines or scheduled completion dates are caused by the unacceptable performance of any Consultant employee or any other cause within the reasonable control of the Consultant, Consultant shall provide additional temporary personnel, as requested by Customer and at no charge to Customer, in order to complete the assignment involved in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

8.3. Term and Termination. This Agreement shall commence on the date as indicated on the Exhibit I – Statement of Work attached hereto and shall continue in full force and effect thereafter unless and until terminated in accordance with the provision of this Agreement or until satisfactory completion of the services provided for herein.

In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement, by giving thirty (30) days prior written notice thereof.

This Agreement is the exclusion statement of the entire Agreement between GSI and Customer, and supersedes all prior Agreements between the parties as the subject matter hereof. No waiver of any right or remedy on any one occasion or more shall be deemed a waiver of such right or remedy on any other occasion. If any provision or provisions of the Agreement is/are held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby this Agreement.

8.4. Work Rules. Unless otherwise agreed to by the parties, Customer's and Consultant's personnel and subcontractors shall observe the working hours, working rules, and policies of Customer while working on Customer's premises.

8.5. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, nor shall any such attempted assignment be void.

8.6. Notices. Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by mail at the address specified below: if to Customer at 407 S. State Street, Hart, MI 49420-1259; if to Consultant at 4265 Okemos Road - Suite A, Okemos, MI 48864-3285, or such other address as either party may, in the future, specify to the party.

8.7. Force Majeure. The parties hereto shall not be responsible for any failure or delay in the performance of any obligations here under caused by the acts of God, flood, fire, war or public enemy.

8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any and all proceedings relating to the subject matter hereof shall be maintained in accordance with the State of Michigan or the Federal District Courts sitting in Michigan, which shall have exclusive jurisdiction and venue for such purpose.

8.9. Modifications. No modification, amendment, supplement to or waiver of this Agreement or any Statement hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

8.10. Waiver. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

8.11. Complete Agreement. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by the terms, and further agrees that it is the complete agreement of the parties, which supersedes and merges all prior proposals, understandings and all other agreements, written, between the parties relating to this specific subject matter of this Agreement. This Agreement and each Statement attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties, commonly entitled "Change Orders." The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

8.12. Enforcement. In the event any one or more of the provisions of this Agreement or of any Statement is invalid or otherwise unenforceable, the enforcement or remaining provisions shall be unimpaired.

8.13. Publicity. Consultant agrees that it will not, without prior written consent of Customer use in advertising, publicity or otherwise the name of Customer or any affiliate of Customer, or refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective customers.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written on Exhibit I - Statement of Work attached hereto.

City of Hart
407 S. State Street
Hart, MI 49420-1259

SIGN HERE

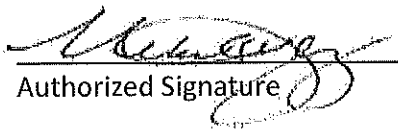
_____
Authorized Signature

_____
Type or Print Name

_____
Title

_____
Date

Gracon Services, Inc.
4265 Okemos Road, Suite A
Okemos, MI 48864-3285


Authorized Signature

Michael K. Grady
Type or Print Name

Chairman
Title

July 13, 2022
Date

GRACON SERVICES, INC.

EXHIBIT I
Statement of Work – City of Hart
ANNUAL SUPPORT AGREEMENT

I. DEFINITIONS

A. Products shall mean the licensed software and product(s) listed on Table One (1) attached hereto.

B. Electronic access shall mean a remote dial-in (or remote access) facility using the necessary GSI-recommended software and hardware at Customer's location. Customer shall be completely responsible for the remote dial-in facility and for telephone charges, if any, relating to the remote dial-in access. All electronic accesses are to be approved by Customer prior to installation and use. An alternative Internet access will suffice providing it has sufficient security per Customer's security policy.

C. Licensed product(s) shall mean Manufacturer's License Product(s) (MLP), also known as Network Operating System (NOS) software.

D. The GSI Principal Period of Service (P.P.S.) is defined as 8:00 AM to 5:00 PM Eastern Standard Time (EST), Monday through Friday, excluding GSI and Government Holidays.

E. A 48-hour notice of an appointment cancellation is required, or a 2-hour charge will be assessed.

II. THE SOFTWARE SERVICES

GSI will provide during the term of this Agreement program support services (software only) specified in the following sections of this article.

A. GSI will provide Customer with technical assistance and problem determination that may arise during Customer's operation of MLP(s), within four (4) regular business hours of receiving the telephone service request during the P.P.S. Customer shall notify GSI in writing of any program errors or malfunctions, describing the failure of the Manufacturer's Licensed Product to perform in accordance with Manufacturer's current published specifications. In the event the problem is caused by an error or malfunction of the MLP, and such error or malfunction has not been caused by abuse of, misuse of, or unauthorized modification to the MLP, GSI shall work diligently to contact Manufacturer to correct the error or malfunction. Any change, modification or enhancement to the MLP(s) by Customer without GSI's knowledge or prior acknowledgment is unauthorized, considered as a default by the Customer, and GSI reserves the right to void this Agreement.

B. GSI will provide technical assistance for error correction and to counsel and advise Customer on the use and maintenance of the Manufacturer's Licensed Product(s).

C. GSI's obligations under this Agreement will be carried out only during GSI's P.P.S. Service Hours. Services provided by GSI outside these hours shall be billed to Customer at one and one-half (1.5) times GSI's currently hourly rates.

D. Program Maintenance outside the scope of the Agreement, including services outside scheduled times will be furnished subject to GSI's staff availability and GSI's then current rates (Exhibit II.)

E. The Software Services portion of this Agreement shall not include: (a) any Hardware service, upgrades or enhancements; (b) any Software that is not specifically stated coverage in Table One (1); or (c) any corrections intended for hardware not of the type installed at the Customer's site at the time of this Agreement. The Customer understands that if they have technologically inferior and/or non-Manufacturer certified hardware, that they will normally have considerably more problems with their software operation.

III. TRAINING

GSI will provide and the Customer will pay for, as requested, on a separate charge basis, all necessary instruction and training to enable Customer to operate the MLP(s), including training on the Customer's site. Customer shall reimburse GSI in accordance with the conditions set forth on Exhibit II - GSI Current Rate Sheet for any training performed by GSI. Training is not software support and will be invoiced separately.

IV. LAN EXTRA CARE HOURS

Customer understands and agrees that LAN Extra Care is an additional service and charge and agrees to pay for that service. Additional LAN Extra Care may be purchased in blocks of sixteen (16) hours at the rates as set forth on Exhibit II.

Customer may use the hours at their discretion (third party applications installations, upgrades, removals, etc.) during GSI's P.P.S. Customer may carry over from quarter to quarter any paid for and unused hours. In the event the Customer contracts the next year for another Annual Network Services Support Agreement at the prevailing rate, any remaining paid for and unused consulting hours may carry over to the new contract. In the event the Customer does not renew or enter into a new Annual Network Services Support Agreement the next year, the remaining paid for and unused LAN Extra Care hours from this contract will be forfeited by Customer.

V. ACCESS

Customer shall provide GSI full and free on-site or electronic access, without charge, to the licensed program and related computing equipment so as to enable GSI to provide any software maintenance services as may be contracted for. Customer shall make available to GSI all facilities and services reasonably requested and required by GSI for the performance of its obligations under this Agreement.

GRACON SERVICES, INC.

ANNUAL NETWORK SUPPORT SERVICES AGREEMENT

Table One (1) - PRODUCTS

CUSTOMER: City of Hart

QTY	SERVER DESCRIPTION	NOS INFORMATION	COVERAGE PERIOD	TOTAL AMOUNT
Multi-Server Environment – 2 Different NOS				
1	Server Name: **HARTSRV** Serial No.: N/A Warranty Expires: N/A	Virtual	August 1, 2022 - July 31, 2023	$2,085.00
1	Server Name: **SMTP-RELAY** Serial No.: N/A Warranty Expires: N/A	Linux	August 1, 2022 - July 31, 2023	$2,085.00
			TOTAL DUE	**$4,170.00**

Dated:_____, 20____

SIGN HERE Customer Initials:_____ GSI Initials:

GRACON SERVICES, INC.

4265 Okemos Road – Suite A
Okemos, MI 48864
517-349-4900
www.gracon.com

ACADEMIC/GOVERNMENT PRICING – EXHIBIT II

ANNUAL SUPPORT AGREEMENT

Multiple Server Environment: - *First Server (Network Operating System)* - *Two Servers (Same NOS) +$1,085.00* - *Each Additional Server (Same NOS)*	 $2,085.00 $3,170.00 $680.00
Single Server Environment: - *One Site/One Single Server Operating System Coverage*	$1,585.00
LAN Extra Care Hours - 16 hour minimum @ $100.00 per hour - Available only with signed Annual Support Agreement	$1,600.00

ADDITIONAL SUPPORT OPTIONS

Management Consulting (Hourly)	$275.00
Advanced Engineering Work (Custom Programming)	$170.00
Network Consulting – $170.00 Hourly/ $340.00 Initial Charge--No Agreement (On-site Consulting: 2 Hour Minimum Charge)	$340.00

ANNUAL SUPPORT AGREEMENT BENEFITS

(Benefits only apply to those servers listed on Exhibit I of the Annual Agreement)

- *Reduced hourly rates*	- *2 Hour Response Time*
- *Server Health Check – 2 times per year*	- *Access to GSI Secured Web Site*
- *Event Driven System Alerts*	- *Daily Backup Alerts*
- *Pre-emptive Alerts to Disk Usage*	- *Loss to Critical Applications/Servers*
- *Policy Driven Reporting & Alerts*	- *Memory Utilization Monitoring*
- *Processor Spikes Notifications*	- *Customized Management/Audit Reports*
- *Virus Alerts*	- *Product Warranty Expiration Notices (items purchased from or with the assistance of GSI)*

NOTICES

Travel will be charged one-way, port-to-port, at the applicable hourly billable rate.	Out of pocket expenses, such as travel, lodging, etc. will be billed separately.
A 48-hour notice of an appointment cancellation is required, or a 2-hour charge will be assessed.	Time logs are sent electronically every other week if there are any charges against your hourly agreement.

Client Initials:_____

GRACON SERVICES, INC.

4265 Okemos Road – Suite A
Okemos, MI 48864
517-349-4900
www.gracon.com

ACADEMIC/GOVERNMENT PRICING – EXHIBIT II

TECHNICAL SERVICE AGREEMENT

Technical Service Hours - 24 Hour Minimum Purchase @127.50 per hour - Available only with signed Technical Service Agreement	$3,060.00

ADDITIONAL SUPPORT OPTIONS

Management Consulting (Hourly)	$275.00
Advanced Engineering Work (Custom Programming)	$170.00
Network Consulting – $170.00 Hourly/ $340.00 Initial Charge--No Agreement (On-site Consulting: 2 Hour Minimum Charge)	$340.00

TECHNICAL SERVICE AGREEMENT BENEFITS

- *Reduced hourly rates*	- *8 Hour Response Time*
- Product Warranty Expiration Notices (items purchased from or with the assistance of GSI)	- *Access to GSI Secured Web Site*

NOTICES

Travel will be charged one-way, port-to-port, at the applicable hourly billable rate.	Out of pocket expenses, such as travel, lodging, etc. will be billed separately.
A 48-hour notice of an appointment cancellation is required, or a 2-hour charge will be assessed.	Time logs are sent electronically every other week if there are any charges against your hourly agreement.

Client Initials:_____

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: 9-9-2021

NAME OF EVENT: Zumba Class

DATE OF EVENT: Each Tuesday / Thursday ~~Friday~~ TIME: 6pm TO 7pm

RAIN DATE OF EVENT: MUST PROVIDE class/event will be canceled

LOCATION AND/OR ROUTE OF EVENT: John Gurney park Pavilion

~~&~~ will run until end of October weather permitting

DESCRIPTION OF EVENT: Zumba exercise given by a certified instructor

SPECIAL NEEDS: None

NAME OF ORGANIZATION OR SPONSOR: Super Fitness / Rosario Mendoza Instructor

ADDRESS: 625 S State St Hart MI 49420

CONTACT PERSON: Rosario Mendoza

PHONE: 231-760-3944 FAX:

EMAIL: Charolasrock@yahoo.com

X

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE**

ALL CURRENT COVID-19 STATE MANDATED RESTRICTIONS MUST BE ADHERED TO. IT IS YOUR RESPONSIBLITY 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:

MARKEL INSURANCE COMPANY

MEMBER CERTIFICATE

CERTIFICATE NUMBER: W02293338 DATE: 09/09/2022

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:

MASTER POLICY NUMBER: M1RPG0000000048900

FIRST NAMED INSURED (MASTER POLICY HOLDER): Sports, Leisure and Entertainment Risk Purchasing Group

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.

NAMED INSURED (CERTIFICATE HOLDER)

Name and Mailing Address (No., Street, Town or City, County, State, Zip Code):

Rosario Mendoza
DBA: Super Fitness
626 State St., Hart, MI 49420

Effective Date: 09/09/2022 at 11:51 AM EDT

Expiration Date: 09/09/2023 12:01 AM

This replaces prior Certificate Number:

Plan Administered By

K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

Insurer

Markel Insurance Company
10275 West Higgins Road, Suite 750
Rosemont, IL 60018

Contact Information

Name: MM – Zumba Instructor

Phone 1-800-506-4856

Fax: 1-260-459-5502

Email: info@fitnessinsurance-kk.com

Producer Name And Mailing Address

K&K Insurance Group, Inc.

1712 Magnavox Way

Fort Wayne Indiana 46804

To Report A Claim

By Phone: 1-800-237-2917

By Fax: 1-312-381-9077

By E-mail: KK.Claims@kandkinsurance.com

By Mail K&K Insurance Group, Inc.
1712 Magnavox Way P.O. Box 2338
Fort Wayne, Indiana 46801
Online: www.kandkinsurance.com

Description Of Operations, Premises, And Operations

Description Of Operations:
Certified Instructor of: Aquatic exercise, Strength, ZUMBA®

Premises And Operations:

Location No.	Address	Operations
	Refer to coverage form MGL1576	

Limits of Insurance

Commercial General Liability		
General Aggregate	$5,000,000	
Products/Completed Operations Aggregate	$1,000,000	
Personal And Advertising Injury	$1,000,000	Any One Person or Organization
Each Occurrence	$1,000,000	
Damage to Premises Rented To You	$1,000,000	Any One Premises
Medical Expense	$10,000	Any One Person

Additional Coverages

In addition to the Commercial General Liability coverages shown above, the following additional coverages are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.

	Limit Of Insurance	
Professional Liability	$1,000,000	Each Wrongful Act Limit
Bodily Injury to Participants Liability	$1,000,000	Each Occurrence
Medical Payments for Participants - Excess	$5,000	
Sexual Abuse or Sexual Molestation Liability	$100,000	Each Perpetrator
Sexual Abuse or Sexual Molestation Liability Aggregate	$300,000	
Privacy Breach Notification and Mitigation Costs	$5,000	Each Incident
Privacy Breach Notification and Mitigation Costs Aggregate	$5,000	

Endorsements

Forms and endorsements applying to this Member Certificate and made part of the policy at time of issue:

Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate

This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.

Member Certificate Premium
Commercial General Liability Premium: $155.00

To review the Master Policy: Please send a written request to the Plan Administrator shown above.

Countersigned: 09/09/2022 _____ By: _____
Date AUTHORIZED REPRESENTATIVE