

City of Hart, Michigan
CITY COUNCIL AGENDA - 1st Amended
March 10, 2026, 7:30 PM
407 State St. – Council Chamber NOTICE
OF PUBLIC MEETING REGULAR
COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Cunningham, Hodges, Mullen, Root, Thomson, Klotz
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing. We ask that you please limit your comments to 3 minutes.**
 - a. Correspondence, Events, Presentations
6. Consent Agenda:
 - a. Approval of Minutes from February 24, 2026
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
7. Action Items
 - a. Resolutions
 - i. *2026-09 Resolution Adopting a Deficit Elimination Plan for the Park Fund & Accepting the FY25-26 Amended Park Fund Budget*
 - ii. *2026-10 Resolution Adopting a Deficit Elimination Plan for the Sewer Fund*
 - iii. *2026-11 Resolution to Approve 5-yr Internet Service Agreement with Merit Network*
 - iv. *2026-12 Resolution for Street Add Certification for State Street from Polk to Johnson*
 - v. *2026-13 Resolution for Street Add Certification for Comfort Drive from Polk to End of Road*
8. Discussion Items
 - a. BS&A Software Cloud Upgrade Follow-up
 - b. Ceres Proposals
 - c. Match on Main Grant
 - d. Council Retreat Rescheduled
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates)
11. Adjournment –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
FEBRUARY 24th, 2026
MINUTES – Draft

PRESENT: Mayor Amanda Klotz, Councilors Catalina Burillo, Jim Cunningham, Dean Hodges, Andrew Mullen, Betty Root, and Karen Thomson

ABSENT: None

OTHERS PRESENT: City Manager – Nichole Kleiner, City Clerk/Treasurer – Karla Swihart, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Hart Police Chief – Juan Salazar, JGP Superintendent – Chris TerHaar, Lisa Clark, Ethen Castro, Christine Juska, Clair Marshall, and John Wilson

APPROVAL OF AGENDA:

- o A. Mullen motioned to approve the Amended Agenda to add 8c. JGP fund and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Mike Schiller – Hart Energy Presentation
Hart Energy consist of 3 sub stations – Powers, Lambrix and 88th, with 23 miles of overhead lines and 13 miles of under ground lines. Also have the Hydro Dam and Diesel Engine plant.
Staff consist of 5 Superintendent Mike Schiller, Lineman Mike, Kevin, Devin and Stephen.

CONSENT AGENDA:

- Approval of minutes from February 10th, 2026
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - o C. Burillo motioned to approve the Consent Agenda, and was supported by B. Root
 - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2026-06 Joint Resolution with Hart Township Acknowledge to Expiration of the Act 425 Agreement and transfer of the Jurisdiction
WHEREAS, the City of Hart and Hart Township entered into an Agreement for Conditional Transfer of Property pursuant to Public Act 425 of 1984, dated March 15, 1996 (the “Act 425 Agreement”); and
WHEREAS, the Act 425 Agreement expired by its terms on December 31, 2025; and
WHEREAS, pursuant to the Act 425 Agreement and Public Act 425 of 1984, upon expiration of the Agreement, the transferred area becomes subject to the sole and complete jurisdiction of the City of Hart; and
WHEREAS, the transferred area consists of the parcels identified by parcel number, owner, address, and legal description in Exhibit A, attached hereto and incorporated by reference;
NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:
The City of Hart and the Township Board of Hart Township as follows:
 1. The expiration of the Act 425 Agreement dated March 15, 1996, is hereby acknowledged.
 2. Effective March 15, 2026, the parcels identified in Exhibit A are confirmed to be within the sole corporate limits and jurisdiction of the City of Hart for all municipal purposes, including zoning, taxation, special assessments, and the provision of municipal services.
 3. As of the effective date, Hart Township relinquishes all governmental jurisdiction over the transferred parcels, except otherwise provided by law.

4. The City of Hart shall assume full assessing and taxing authority over the transferred parcels as of March 15, 2026.
5. The City and Township Clerks are directed to record this Joint Resolution with the Oceana County Register of Deeds and provide copies to the Oceana County Equalization Department, Assessor, Treasurer, Road Commission, utility providers, and other appropriate agencies.
6. Exhibit A is adopted as part of this Resolution.

BE IT FURTHER RESOLVED THAT this Joint Resolution shall take effect upon adoption by both governing bodies.

- o C. Burillo motioned to approve Resolution 2026-06 and was supported by J. Cunningham
 - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2026-07 Approve Oceana County Law Enforcement Mutual Aid Agreement

WHEREAS, the Oceana Sheriff's Office and the cities, villages of Hart, Hesperia, New Era, Pentwater, Rothbury, Walkerville, and Shelby have developed an Oceana County Law Enforcement Mutual Aid Agreement pursuant to Act 236 of 1967 (MCL 123.811 et seq.) and Act 170 of 1964 (MCL 691.1401 et seq.); and
 WHEREAS, the Agreement provides a framework for participating law enforcement agencies to render supplemental police protection to one another during a declared special police need that exceeds the resources of a single agency; and
 WHEREAS, Section 14 of the Agreement requires approval by resolution of each participating governing body;
 NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

Hereby approves participation in the Oceana County Law Enforcement Mutual Aid Agreement.

BE IT FURTHER RESOLVED THAT:

the Mayor and Clerk are authorized to execute the Agreement and provide a certified copy of this Resolution as required.

- o A. Mullen motioned to approve Resolution 2026-07 and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2026-08 Authorize Agreement with BS&A Software for Cloud Upgrade

WHEREAS, BS&A Software submitted a proposal dated February 4, 2026, for conversion of the City's existing .NET desktop modules to BS&A Cloud applications; and
 WHEREAS, the total project cost is \$64,580.00, consisting of \$25,580.00 in annual module fees and \$39,000 is one-time implementation services; and
 WHEREAS, the City Council finds it necessary to migrate to cloud-based software prior to obsolescence of desktop versions;
 NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

1. Authorizes the City Manager to execute the BS&A Cloud Upgrade Agreement.
2. Approves the following revised payment schedule:
 - \$5,000 upon contract execution
 - \$34,000 invoiced July 1, 2026
 - \$25,580 invoices July 1, 2027
 - Total authorized cost \$64,580.00
3. Authorizes the Treasurer to disburse funds in accordance with the approved schedule.

DUE TO MULTI QUESTIONS FROM COUNCIL RESOLUTION IS TABLED UNTIL NEXT SCHEDULED CITY COUNCIL MEETING.

- o J. Cunningham motioned to table Resolution 2026-08 until next scheduled council meeting and was supported by D. Hodges
 - Ayes: 7 Nays: 0 Absent: 0

MAYORAL APPOINTMENTS:

- Tax Increment Finance Authority Recommends Appointing Justin Adams (board currently has 8 members, bylaws allow max 11 members).
 - Ayes: 7 Nays: 0 Absent: 0
- Hart Economic & Redevelopment Team Recommends Appointing Emmily Sigler, Rolando Salgado, and Lisa Clark to the Board for a one-year term (Max 11 members).
 - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Pentwater-Hart Trail Funded by the Safe Routes to School Grant

Project has been ongoing since 2018. Most recent update is that Hart School Board will not approve garde easement, so engineers are working on alternative. City Manager will try and present to the School board one more time to try and get approval. But all City Council members are on board and would like to see this project move forward.

- Daupler System One-Year Update –
Thank you, council, for approving, so far Daupler has worked wonders for the City and is utilized daily for multi functions from the field to the office.
- JGP fund- Working on Deficit Elimination Plan for Michigan Department of Treasury and even forecasting out 5 years, its not getting the park out of debt so this needs to be a discussion at the retreat and the City needs to come up with a plan.

CITY MANAGER'S REPORT:

Status of ongoing projects:

- Water Tower ATT antenna project – unable to obtain signatures from GHSP (JSJ Corp) on the Easement Agreement council authorized. Summary of correspondence below:
 - 01/26/2026 preliminary easement presented to JSJ corp – no response.
 - 01/19/2026 follow up email – board chair responded deferring to their realtor
 - 01/20/2026 I responded w/ appreciation and confirmation that final easement would be coming soon – response starting all JSJ corp employees are now contractual.
 - 01/20/2026 spoke to Steve, realtor, more than willing to sign easement stating the board would prefer a more permanent solution (ownership vs easement)
 - 01/27/2026 easement agreement authorized by council via resolution.
 - 02/02/2026 easement agreement signature requested via email – no response.
 - 02/03/2026 texted Steve who replied, “I will get it done” (signed).
 - 02/04/2026 emailed again – no response
 - 02/12/2026 emailed again – no response
 - 02/23/2026 emailed again – no response
 - 02/23/2026 texted Steve – no response
- Ceres Solution Request for Proposals are due Feb 27th. Tentative public presentations from developers on March 11, 2026 (pending availability of selected developers).
- Data incident investigation is concluding. Details should be available soon.

What's New:

- Assisting The Starting Block in search for a new Director.
- Now accepting Match on Main \$25,000 grant applications from downtown businesses.
- Gave a State of the City update to residents at the Medical Care Facility and got to see around the facility.
- Council retreat will focus heavy on city budget, prioritizing capital improvement projects, setting a clear mission statement, vision and goals, forecasting, and staff updates.

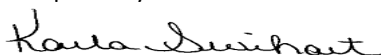
COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Root – Reminder of Planning Commission meeting on Thursday March 5th at 4pm in the Council Chambers.
- Mullen – HEART board updates. Lots of exciting things happening and getting excited to share with everyone.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:41 pm. The next regularly scheduled meeting will be on March 10th, 2026, at 7:30 pm.

Respectfully Submitted



Karla Swihart, City Clerk

Payables Date 03.11.2026	Description	Total	General +	DPW	Energy	BPTF	Water
Absopure	Credit Memo	\$ (6.10)			\$ (6.10)		
ACE 1 Port-A-Potties	Portable Restroom - Vets Park	\$ 175.00			\$ 175.00		
ACE 1 Port-A-Potties	Portable Restroom - JGP Boat Launch	\$ 100.00	\$ 100.00				
Brickley DeLong	Accounting/Audit Assistance	\$ 580.00	\$ 145.00		\$ 145.00	\$ 145.00	\$ 145.00
Charter	Internet	\$ 124.25			\$ 124.25		
City of Hart	Utilities	\$ 28,122.68	\$ 1,217.13	\$ 2,470.46	\$ 809.71	\$ 19,884.49	\$ 3,740.89
City of Hart	Utility Deposit Refund	\$ 234.07			\$ 234.07		
CMP Distributors	Armor Express ID Tag	\$ 25.95	\$ 25.95				
Custom Tree Service	Tree Removal/Clean-up - JGP	\$ 5,700.00	\$ 5,700.00				
Dacott Energy Services	Power Purchase Report	\$ 650.00			\$ 650.00		
Daupler, Inc.	Daupler System -Annual Renewal	\$ 13,000.00	\$ 3,250.00		\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
Dave's Party Store	Fuel	\$ 1,162.31		\$ 1,162.31			
Double Haul Solutions, LLC	Deposit 2026 City Council Retreat	\$ 1,625.00	\$ 1,625.00				
DTE Energy	Utilities	\$ 5,151.34	\$ 1,094.64	\$ 1,081.71	\$ 1,423.24	\$ 1,418.35	\$ 133.40
Farabee Mechanical, Inc.	Diesel Plant Contract - 3rd Payment	\$ 75,000.00			\$ 75,000.00		
Ferguson Waterworks	Water Meters	\$ 1,869.50					\$ 1,869.50
First Net	Police Modems	\$ 89.46	\$ 89.46				
Fish Window Cleaning	Window Cleaning - CH	\$ 105.00	\$ 105.00				
Holt, Jasmine	Utility Deposit Refund	\$ 97.12			\$ 97.12		
Hydrocorp LLC	Cross Connection Control Program	\$ 764.00					\$ 764.00
Klotz Auto Parts	Auto Parts/Supplies	\$ 550.93		\$ 469.37	\$ 27.78	\$ 53.78	
Lara	LJIAF Payment	\$ 1,342.50			\$ 1,342.50		
Larson's ACE Hardware	Parts/Supplies/Uniforms	\$ 1,580.42	\$ 311.26	\$ 93.81	\$ 660.38	\$ 514.97	
Lawson-Fisher Associates	2025 DAM Licensing Requirements	\$ 329.08			\$ 329.08		
Lawson-Fisher Associates	2026 DAM Licensing Requirements	\$ 5,780.14			\$ 5,780.14		
Linde Gas & Equipment	Cylinders	\$ 68.74		\$ 68.74			
Ludington Paint & Glass	Paint	\$ 391.00				\$ 391.00	
Medler Electric	Parts/Supplies	\$ 415.67			\$ 415.67		
Medler Electric	Credit Memo	\$ (331.18)			\$ (331.18)		
Medler Electric	Parts/Supplies	\$ 261.09	\$ 261.09				
Merit Network, Inc	Annual 2026 Broadband Contract	\$ 21,330.00	\$ 4,266.00	\$ 2,133.00	\$ 7,465.50	\$ 2,133.00	\$ 5,332.50
Michigan Finance Authority	State Revolving Fund Semi-Annual Payment	\$ 237,123.01				\$ 237,123.01	
Mika Meyers	Legal Services	\$ 241.50	\$ 241.50				
Mika Meyers	Legal Services	\$ 1,066.50	\$ 1,066.50				
Model Coverall Service	Uniforms/Rugs/Rags	\$ 104.90				\$ 104.90	
MPPA	Purchased Power - 2/24	\$ 11,617.12			\$ 11,617.12		
MPPA	Purchased Power - 3/3	\$ 18,365.20			\$ 18,365.20		
Napa Auto Parts	Auto Parts/Supplies	\$ 28.98			\$ 28.98		
NYE Uniform Company	Uniforms	\$ 179.19	\$ 179.19				
Oceana County Treasurer	Chargebacks 2023 020-739-002-20	\$ 6.00	\$ 6.00				
Oceana County Treasurer	Chargebacks 2024 020-739-002-20	\$ 6.17	\$ 6.17				
Office Machines	Copier Lease Payment - PD	\$ 48.60	\$ 48.60				
Pitney Bowes- Purchase Power	Postage Meter Refill	\$ 502.25	\$ 125.57		\$ 125.56	\$ 125.56	\$ 125.56
Pizana, Skye	Utility Deposit Refund	\$ 45.33			\$ 45.33		
Power Line Supply	Parts/Supplies	\$ 1,092.80			\$ 1,092.80		
Power Line Supply	Uniforms	\$ 190.00			\$ 190.00		
Power Line Supply	Uniforms	\$ 120.00			\$ 120.00		
Power Line Supply	Parts/Supplies	\$ 646.20			\$ 646.20		
Power Line Supply	Parts/Supplies	\$ 5,508.75			\$ 5,508.75		
Power Line Supply	Parts/Supplies	\$ 1,709.28			\$ 1,709.28		
Power Line Supply	Parts/Supplies	\$ 235.00			\$ 235.00		
Power Line Supply	Uniforms	\$ 129.00			\$ 129.00		
Power Line Supply	Parts/Supplies	\$ 1,227.11			\$ 1,227.11		
Republic Services	Garbage Services - Bike Trail	\$ 59.96	\$ 59.96				
Republic Services	Solid Waste Contract	\$ 19,497.99		\$ 19,497.99			
Republic Services	Garbage Services - Washington Lot Dumpster	\$ 143.57		\$ 143.57			
Ricoh USA Inc.	Copier Overage Fees	\$ 128.75	\$ 128.75				
Rivers ACE Hardware	Parts/Supplies	\$ 63.50			\$ 57.19	\$ 6.31	
Syncwave	Internet	\$ 301.71		\$ 91.75		\$ 209.96	
T & R Electric	Single Phase Pole Mounts W/O Taps	\$ 13,578.64			\$ 13,578.64		
T & R Electric	Single Phase Pole Mounts W/O Taps	\$ 8,675.00			\$ 8,675.00		
Tanner Plumbing & Heating	Parts/Supplies	\$ 23.77			\$ 23.77		
Trace Analytical Labs Inc	Water Testing	\$ 61.74				\$ 61.74	
Trinity Health Workplace Health	DOT Physical - S. Kelley	\$ 110.00			\$ 110.00		
Wadels	Snow Hauling	\$ 5,775.00		\$ 5,775.00			
	Sub-total	\$ 494,900.49	\$ 20,052.77	\$ 32,987.71	\$ 161,077.09	\$ 265,422.07	\$ 15,360.85
HAND CHECKS/ACH/EFT							
	Sub-Total Regular Bills/Hand Checks	\$ 494,900.49	\$ 20,052.77	\$ 32,987.71	\$ 161,077.09	\$ 265,422.07	\$ 15,360.85
	Gross Payroll	\$ 82,192.41					
	Gross Payroll						
	Gross Payroll						
	Sub-Total	\$ 82,192.41					
	GRAND TOTAL	\$ 577,092.90	\$ 20,052.77	\$ 32,987.71	\$ 161,077.09	\$ 265,422.07	\$ 15,360.85

**HART AREA PUBLIC LIBRARY
REGULAR BOARD MEETING MINUTES
February 9, 2026**

Minutes taken by Susie Gray, Assistant Director

BUDGET HEARING FY 2026-2027 called to order at 6:07 p.m. Present: Nancy Sterk, Todd Metzler, Amanda Klotz, Mary Sloan, Director Kathleen Rash, Assistant Director Susie Gray.

No members of the public present. Motion to close budget hearing by Metzler. Support by Klotz. Motion carried.

CALL TO ORDER REGULAR MEETING: 6:09 p.m.

ROLL CALL: Nancy Sterk, Todd Metzler, Amanda Klotz, Mary Sloan, Director Kathleen Rash, Assistant Director Susie Gray. Absent: Juan Cortes, Penny Burillo

APPROVAL OF AGENDA: Motion by Sloan to approve the agenda. Support by Klotz. Motion carried.

PUBLIC COMMENT: None

APPROVAL OF MINUTES: Motion by Metzler to approve the minutes of January 12, 2026, as amended to reflect return to open session at 7:00 PM. Support by Klotz. Motion carried.

APPROVAL OF MINUTES OF CLOSED SESSION JANUARY 12: Motion by Metzler to approve minutes of closed session. Support by Klotz. Motion carried.

SECRETARY'S REPORT: No secretary present. No report.

TREASURER'S REPORT: Nothing other than the Director's printed materials.

APPROVAL OF BILLS AND PAYMENTS: Motion by Klotz to approve the bills and payments for January, 2026. Support by Sloan. Motion Carried.

ACCEPT FINANCIAL REPORTS: Motion by Metzler to accept financial reports for January 2026. Support by Klotz. Motion carried.

DIRECTOR'S REPORT: Written report presented.

CITY REPORT: Winterfest went well. Soup Walk winners have not been announced. Main Street will be under construction from March through June in the downtown area. The old IGA building is being developed by West Shore Community College. The Community Foundation has purchased and is renovating a building in the downtown area.

TOWNSHIP REPORT: A deputy to the township supervisor has been appointed. The appointment of Kendra Larios-Mendez to the Library Board is still pending.

UNFINISHED BUSINESS:

1. Proposed FY26/27 Budget: Revised to reflect new contract with Golden Township and adjustment of several line items accordingly. Discussion.

NEW BUSINESS:

1. Resolution 2026-2: Motion by Metzler to adopt the proposed Budget Resolution 2026-2 for the fiscal year 26/27. Support by Klotz. Roll call vote: Sloan-yes, Metzler-yes, Klotz-yes, Sterk-yes. Motion carried.
2. Motion by Klotz to adjust the 25/26 budget to account for the increased income from interest 664 (\$15,000), Golden's contract fee 581.03 (\$4,170), and LCSEA 573 (\$7,867) and to adjust the expense lines accordingly by \$4,000 books 982.01 and electronic resources 982.03 \$3,000 and to increase furniture 728 by \$20,000. Support by Metzler. Roll call vote: Sloan-yes, Metzler-yes, Klotz-yes, Sterk-yes. Motion carried.

The meeting was adjourned at 6:40 p.m.

NEXT MEETING: March 9, 2026 at 6:00 p.m.

Approved at meeting on: _____

Secretary

President



CITY OF HART

407 S. STATE ST.
HART, MI 49420

Hart Heritage Preservation Group

January 14, 2026

1) Call to Order

Andrew called the meeting to order at 2:57 pm.

a) Roll Call

- **Members present:** Scott Beal, Sue Payne, Maria Rosas, Hannah Juhl, Noble Graham-Lattin, Andrew Mullen
- **Members Absent:** Catalina Burillo, Dean Hodges
- **Also Present:** Lindsay Brown, Lloyd Miller, Sharon Hallack, Russ Robbins, Nichole Kleiner

2) **Approval of Agenda** – Motion by Noble, supported by Sue to approve the agenda. Motion carried.

3) **Public Comments** – None

4) **December Minutes** – Per Andrew file as presented.

5) **December Financials** – Per Andrew file as presented. Board to investigate combining both bank accounts with a better interest rate.

6) **Presentation by Lloyd Miller** – Lloyd presented a proposal for the “Hart Heist” escape room and Campus Sustainability Initiative for a future year-round income for the group. Proposal was complete with 3 phases (three-year plan), budget, revenue & staffing model, facility requirements and safety and a recommendation to begin.

7) Action Items –

- After discussion board decided to investigate the analytics of the program first before canceling. Andrew will reach out to company to get log in information to get our data and see what all the program offers for what we pay.

8) Updates/Discussion/ Ongoing Items

a) There is no benefit of name being a district vs a park as far as grants as it is a recreational area. Nichole & Lindsay did find documentation that the Hart Historic District is owned by the City of Hart so any name change request would have to be approved by City Council. Hart Museum District is the name that keeps getting brought up. Now is the time to stop and rebrand. Name change might also help with the confusion people have with getting the Historic District confused with Historical Society. Nichole brought up the word village as well as there is more than one location to tour. The word museum should also be kept in the title somewhere per Scott. The original name was Chippewa Creek Village. Ongoing discussions will keep going until we have a direction on the future of the district.

b) After speaking with city manager, it was recommended we hold off on building inspections until Spring when all power and water is back on. Buildings are currently insured per Nichole. Andrew asked what we were being charged for insurance, Nichole will look at rates. Board discussed leaving museum closed for the summer but leaving the rest open for use. Also discussed bringing in porta potties for the summer for the concerts, asparagus festival and bookings. Lindsay will get quote from Ace 1. We will try and schedule inspection same week as power and water is turned back on. Does board want to be presented with quotes or just go with the lowest since funds were already allocated. Andrew said he would talk to one of the builders he knows to see if he recommends anyone, otherwise check with Blackmer’s. Sue will also look to see if she has anyone. Randy Miller and Paul Erickson also suggested reaching out to about inspectors.

c) Lindsay got a call from Ann Pawli about being interested in being on board. Lindsay will call her back and invite her to the next meeting. Per bylaws board elections are in September. We would like to have volunteers in place to take over the board from the current board to get HEART separate from the HHPG. We will need a lot of volunteers from the community. Gives us time to look over bylaws and grow some committees. All interested

people would form a new committee “reinventing the historic district” that committee would then become the new board in September. Board would like Lindsay to post something on Facebook inviting people to volunteer. More people could be involved after work so it might be better to have the committee meeting later in the day. Give everyone a month to look at calendars and decide on a night at next meeting.

d) Currently on hold. Andrew stated Gwen has some discussion points on this position we could go over.

9) Events

a) Discussed Music on the commons being held at the Historic District this summer due to Streetscape construction. Look into getting a quote for portable bathrooms. June-Aug

b) Hart Heritage Car Show & National Asparagus Festival Saturday June 13th

Member comments – None

9) Next Meeting- Wednesday, February 11th, 3PM

10) Adjournment – Motion by Hannah to adjourn meeting. Support by Noble. Motion carries. Meeting adjourned 4:01 PM by Andrew.

Respectfully Submitted,
Lindsay Brown

City Of Hart

407 S. State St
Hart, Mi 49420
Planning Commission
Thursday, February 5th, 2026
Minutes

MEMBERS PRESENT: Lisa Clark, Jim Cunningham, Jim Evans, Cynitha Fout, Diane LaPorte, Andrew Mullen, and Betty Root

ABSENT:

OTHERS PRESENT: City Manager Nichole Kleiner, and City Clerk – Karla Swihart

- C. Fout called the meeting to order at 4:00 pm.

APPROVAL OF AGENDA:

- A. Mullen motioned to approve the agenda and was supported by B. Root
 - Ayes: 7 Nays: 0 Absent: 0

APPROVAL OF MINUTES:

- D. Laporte motioned to approve the minutes from January 8th, 2025, and was supported by L. Clark
 - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS ON AGENDA ITEMS:

- NONE

ACTION ITEMS:

- None

DISCUSSION ITEMS:

- The Planning Commission broke off into two groups.
 - 1 group was Date Center, Land Use, and Community Impacts

 - 1 group was the Housing Rental Code Ordinance and Enforcement

OTHER BUSINESS and COMMUNICATION FROM COMMISSION MEMBERS:

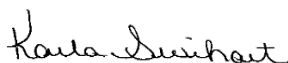
- Feb 7th Winter Fest downtown starting at noon.

PUBLIC COMMENTS GENERAL:

- NONE

ADJOURN:

- There being no further business to come before the Planning Commission, the meeting adjourned upon a motion by L. Clark and supported by A. Mullen. The next meeting scheduled will be held on March 5th, 2026



Karla Swihart
City Clerk



CITY OF HART – ENERGY DEPARTMENT
SPECIAL POWERBOARD At CITY HALL
407 STATE STREET, HART, MICHIGAN
MONDAY FEBRUARY 02, 2026
8:30 am – MINUTES –Draft



Present: Members: Gayle Forner, Dean Hodges, Mike Powers, and Karen Thomson

Absent: Jim Evans, Bill Volpp, and Nick Wadel

Others present: Energy Superintendent – Mike Schiller, City Manager – Nichole Kleiner, City Clerk – Karla Swihart

Call to Order: Mr. Powers called the meeting to order at 8:30 am.

Agenda/Minutes:

- Mrs. Thomas motioned to accept the current agenda, and was supported by Mr. Hodges
- Mrs. Thomson motioned to accept the minutes of December 16th, 2025, and was supported by Mr. Forner

Public Comment, Events, Correspondence:

- None

Superintendent Mike Schiller's Report:

- Updated services at WSCC and Radiant Church
- Looking into the Big three (MFP, Senca, and Lineage) rate design to have them be responsible for their own equipment.
- New Underground peach and orchard.
- Farabee Mechanical is still working at the diesel plant. Both engines are online with just a few minor issues and are still on track to be completed by the deadline.
- The emergency action plan needs to be updated to include how to evacuate people from the Disc golf course.
- Installed new 16ft steel handrail at the Dam.

Action Items:

- None

Discussion Items:

- Starting Block update
Starting block is now paying 100% of all bills as of Jan 1st, 2026. They are going to be at the March City Council meeting to give an updated plan.

Comments from the Power Board:

- Mr. Forner is trying to recruit new members to the Power Board. Will have the City start advertising as well.

Adjournment:

- Mr. Forner has motioned to adjourn the meeting at 8:53 am. All Ayes

Next Meeting:

- March 2nd, 2026, at 8:30 am.

Respectfully Submitted,

Karla Swihart, City Clerk



City of Hart Police Department

407 State Street

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

Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: March 10th, 2026

RECENT EVENTS

From Thursday, February 5th, 2026, through Wednesday, March 4th, 2026, the Hart Police Department received 112 complaints ranging from Warrant Arrests, Motorist Assist, Property Damage Crashes, Larcenies, Suspicious Situations, Medical Assists, Alarms, Vehicle Violations, Assist to Other Agencies, Driving Complaints, Family Troubles and Juvenile Complaints.

On Thursday, February 5th, 2026, the Hart Police Department was dispatched to the 800 block of Griswold Street, referencing a 31-year-old Hart woman who had an active/valid warrant for her arrest out of Mason County. The woman was located and taken into custody without incident. The woman was lodged at the Oceana County Jail.

On Monday, February 9th, 2026, Sgt. Skipski attended the Hart Middle School wrestling meet held at Hart Middle School. D/Sgt. Skipski monitored patrons entering the school, spoke with students and athletes, and reassured them of a safe and secure environment for all those in attendance.

On Thursday, February 12th, 2026, Chief Salazar, Sgt. Skipski and Officer Schoedel attended an online training on Documenting the Death Scene: Murder, Suicide, Accident. The training focused on identifying and properly documenting evidence at a death scene and tips for ensuring that pertinent aspects of the scene are properly documented. Photograph methods were presented, including the proper photography of the scene evidence, injuries, bloodstain evidence, and ballistic evidence, and accurate diagraming and measurements at a crime scene.

On Tuesday, February 17th, 2026, the Hart Police Department was dispatched to the 3000 block of Polk Road, referencing an illegal dumping complaint. A 69-year-old Hart man reported that a large amount of household trash had been dumped in a dumpster in the area. The man was in the process of renovating a building. The officer was able to obtain personal documents from the dumpster along with surveillance footage in the area. A 56-year-old Hart man was later interviewed regarding this complaint. The man admitted to dumping the household items in the dumpster. The man later returned and removed all items left in the dumpster upon the request of the complainant.

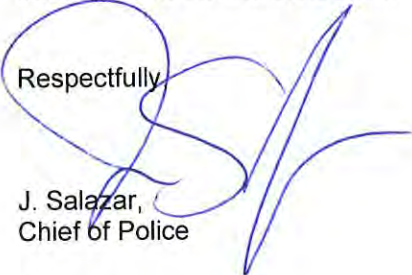
On Wednesday, February 18th, 2026, the Hart Police Department was dispatched to the intersection of Johnson Street near Courtland Street for a Property Damage Crash. A 16-year-old Hart boy had failed to yield for a 58-year-old East Tawas, Michigan woman. The boy was run in LEIN, Law Enforcement Information Network, and returned with an extradition petition out of the State of Texas. Baxter County Sheriff's Office, Texas, requested a hold be placed on the boy due to the boy failing to surrender himself to a detention center. On Thursday, February 19th, 2026, the State of Texas no longer wanted a hold placed on the boy. The boy was later turned over to his parents without incident. The boy was cited Minor in Possession (Marijuana) and Violation of his Restricted Driver's License.

On Friday, February 20th, 2026, the Hart Police Department was dispatched to the 300 block of Johnson Street regarding a hit-and-run crash. A canine search was being completed in a parking lot when the canine received a positive alert to a vehicle. The vehicle driver, a 17-year-old boy, was requested to come to the main office area of the building. The boy ran out of a side door of the building, running to the vehicle. The canine handler was parked directly in front of the boy's vehicle. The boy entered his vehicle and, while going around the canine handler's vehicle, collided with an unoccupied vehicle. The boy was later located, interviewed, and turned over to parents. A report was submitted to the Oceana County Prosecutors' Office, which later authorized a petition for Leaving the Scene of a Property Damage Crash for the boy.

On Saturday, February 28th, 2026, the Hart Police Department was dispatched to the 600 block of Dryden Street, referencing a mental health complaint. It was reported that a 20-year-old man was in a pool of blood with lacerations to his left wrist. The officer arrived on scene and began patient care, applying a tourniquet to the man's arm and applying pressure to the wound until LIFE EMS arrival. The officer spoke with the family, who reported the man had recently been released from a hospital and immediately experienced family-related issues, which led to the man's mental breakdown. The man was transported to Trinity Health Mercy Health Hospital in Muskegon for further evaluation.

Respectfully,

J. Salazar,
Chief of Police





STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

January 12, 2026

**Notice of Intent To
Withhold State Payments**

Municipality Code: 642010
APR Form ID Number: 175950
Report ID Number: 175970

Sent Via Email

Chief Administrative Officer
City of Hart
kswaihart@cityofhart.org

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in [TreasuryWebsite \(Numbered Letter 2016-1\)](#). An additional resource is our [online video library](#) which explains what a deficit elimination plan is, why it is important, and how to file.

The Local Audit and Finance Division received an audit report from your local unit for the fiscal year ending 2025. Your Certified Public Accountant has indicated a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Park	-\$175,841.00
Sewer	-\$7,551.00

If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12 months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis. In addition, for General Fund deficits the Department of Treasury highly recommends the municipality use its [Multi-Year Budget ProjectionTool](#).

Except where indicated “No Plan Necessary,” within 30 days from the date of this letter please upload a deficit elimination plan for all funds listed above and a certified resolution online by visiting Michigan.gov/MunicipalFinance and select Deficit Elimination Plan Upload. Should a plan not be filed within 30 days, we may withhold 25% of the local unit’s State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you would like to speak with a member of our team, please email our office at Treas_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive style with a large initial "H".

Harlan Goodrich, Municipal Finance Manager
Local Audit and Finance Division

RE: **Deficit** Elimination Plan Requested - City of Hart

Sent: Friday, February 06, 2026 2:49 PM

To: Karla Swihart <kswihart@cityofhart.org>

Subject: **Deficit** Elimination Plan Requested - City of Hart

Importance: High



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender GoodrichH@michigan.gov

It has come to our attention that due to an IT glitch this request letter was posted on our document search website but **was never emailed to you**. A response is typically due 30 days after the date of the first request letter. Due to these circumstances your new due date will be March 13, 2026. Any questions or concerns please contact us.

Harlan Goodrich

Municipal Finance Manager

Municipal Finance Section

Michigan Department of Treasury

Michigan.gov/MunicipalFinance

RESOLUTION 2026-09
City Council
City of Hart, Michigan
Oceana County

A RESOLUTION ADOPTING A DEFICIT ELIMINATION PLAN FOR THE PARK FUND AND ACCEPTING THE AMENDED FY 2025–2026 PARK FUND BUDGET

WHEREAS, the City of Hart Park Fund has a deficit fund balance of \$175,841 as of June 30, 2025; and

WHEREAS, Public Act 140 of 1971 requires that a local unit of government formulate and file a Deficit Elimination Plan with the Michigan Department of Treasury when a deficit exists in a fund; and

WHEREAS, the City Council has reviewed the circumstances resulting in the deficit and has determined a plan to eliminate the deficit and restore the Park Fund to financial stability; and

WHEREAS, the City Council is also requested to accept the amended Park Fund budget for Fiscal Year 2025–2026 as presented, which includes a fund balance transfer of \$175,000 from the John Gurney Park checking account to the Park Fund.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Hart hereby accepts the amended Park Fund budget for Fiscal Year 2025–2026 as presented.

BE IT FURTHER RESOLVED, that the City Council of the City of Hart hereby adopts the following as the City of Hart Park Fund Deficit Elimination Plan:

	23-24 Actual	24-25 Actual	25-26 Projected	26-27 Projected	27-28 Projected
DESCRIPTION	Audit	Audit	Def Elim Plan	Def Elim Plan	Def Elim Plan
UNRESTRICTED NET POSITION (DEFICIT)	12,326	(57,306)	(175,842)	23,708	84,308
REVENUE					
Camp Store	4,636	11,243	14,000	15,500	17,000
Site Rentals	165,444	174,634	225,000	280,000	300,000
Miscellaneous	-	45			
Pavillion/Hall Rental			4,000	5,000	6,500
TOTAL REVENUE	170,080	185,922	243,000	300,500	323,500

EXPENDITURES					
Wages (Regular Employee)	24,078	54,322	63,000	66,000	69,000
Wages (Part Time)	8,380	37,241	32,000	28,000	30,000
Wages (Workers from Other Depts)	-	-	-	-	-
Wages (Temporary Help)	3,478	-	-	-	-
Leave Days (Combined)	899	11,264	8,750	9,000	12,000
FICA	7,746	8,697	9,500	11,000	12,500
Combined Fringes (no FICA)	487	23,193	6,600	8,000	9,500
Uniforms	528	1,415	1,000	1,000	1,200
Operating Supplies	29,491	32,057	16,400	17,000	18,500
Tools	-	206	2,000	2,200	2,500
Repairs & Maintenance	10,008	3,597	9,000	10,000	12,500
Professional Services	10,869	43,294	10,000	10,000	11,000
Management Fee	41,078	-	-	-	-
Contractual Services	15,099	45,162	15,000	12,000	15,000
Motor Operations	3,175	4,641	5,000	5,500	6,000
Community Promotions	85	914	2,500	2,750	3,000
Advertising/Promotion	3,072	807	3,000	1,200	1,500
Printing & Publishing	-	289	-	500	600
Property/Liability/Bonding Ins	850	880	900	1,000	1,150
Utilities	36,157	29,387	34,000	36,000	38,500
Telephones/Pagers	3,372	4,085	3,200	3,500	3,800
Conf/Workshops/Training	-	1,977	-	1,500	1,500
Membership Dues	860	1,442	2,000	1,750	1,750
Capital Outlay	40,000	6,556	-	15,000	17,500
Miscellaneous	-	408	-		

TOTAL EXPENDITURES	239,712	311,833	223,850	242,900	269,000
Annual Net Without Deficit Carryover	(69,632)	(125,911)	19,150	57,600	54,500
NON-OPERATING REVENUE					
Transfer from fund balance	-	-	175,000		
Interest on Investments	-	7,375	5,400	3,000	3,000
TOTAL NON-OPERATING REVENUE	-	7,375	180,400	3,000	3,000
UNRESTRICTED NET POSITION (DEFICIT)	(57,306)	(175,842)	23,708	84,308	141,808

Explanation: 2026 fund balance transfer of \$175,000 to eliminate deficit. Camp site rental revenue increase of 29%. 24% increase in store revenue. Increase hall rental 100%. Decrease professional and contractual services (contractual seasonal workers) by 72%.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to submit the City of Hart Park Fund Deficit Elimination Plan to the Michigan Department of Treasury for certification.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

RESOLUTION 2026-10
City Council
City of Hart, Michigan
Oceana County

A RESOLUTION ADOPTING A DEFICIT ELIMINATION PLAN FOR THE SEWER FUND

WHEREAS, the City of Hart Sewer Fund has a deficit fund balance of \$7,551 as of June 30, 2025; and

WHEREAS, Public Act 140 of 1971 requires that a local unit of government formulate and file a Deficit Elimination Plan with the Michigan Department of Treasury when a deficit exists in a fund; and

WHEREAS, the City Council has reviewed the circumstances resulting in the deficit and has determined a plan to eliminate the deficit and restore the Sewer Fund to financial stability; and

BE IT FURTHER RESOLVED, that the City Council of the City of Hart hereby adopts the following as the City of Hart Sewer Fund Deficit Elimination Plan:

	FY25-26 Projected	FY26-27 Projected	FY27-28 Projected	FY28-29 Projected	FY29-30 Projected
	Def Elim Plan	Def Elim Plan	Def Elim Plan	Def Elim Plan	Def Elim Plan
UNRESTRICTED NET POSITION (DEFICIT)	(7,551.00)	12,207.37	(42,601.68)	(23,218.15)	76,762.25
REVENUE					
SEWER TAPS REVENUE	13,500.00	14,310.00	15,168.60	16,078.72	17,043.44
METERED SALES TO GENERAL CUST	570,000.00	604,200.00	640,452.00	678,879.12	719,611.87
METERED SALES TO INDUSTRIAL	1,600,000.00	1,696,000.00	1,797,760.00	1,905,625.60	2,019,963.14
Penalty(After15th)WhenBilled	6,500.00	6,890.00	7,303.40	7,741.60	8,206.10
SaleOfEquipment/Vehicles	0.00	-	-	-	-
MISCELLANEOUS	0.00	-	-	-	-
ReimburseForLabTests	35,000.00	50,000.00	51,500.00	53,045.00	54,636.35
Fm Septage Haulers	60,000.00	61,800.00	63,654.00	65,563.62	67,530.53
HayContractPayments/LandRenta	8,505.00	8,505.00	8,505.00	8,505.00	8,505.00
	2,293,505.00	2,441,705.00	2,584,343.00	2,735,438.66	2,895,496.42

EXPENDITURES					
WAGE (REG EMPLOYEE)	224,400	231,132.00	238,065.96	245,207.94	252,564.18
STANDBY	13,100	13,493.00	13,897.79	14,314.72	14,744.17
OVERTIME	13,500	13,905.00	14,322.15	14,751.81	15,194.37
Leave Days (Combined)	12,000	12,360.00	12,730.80	13,112.72	13,506.11
FICA	31,000	31,930.00	32,887.90	33,874.54	34,890.77
COMBINED FRINGES (NO FICA)	29,905	30,802.15	31,726.21	32,678.00	33,658.34
UNIFORMS	3,600	3,708.00	3,819.24	3,933.82	4,051.83
OPERATING SUPPLIES	19,800	20,394.00	21,005.82	21,635.99	22,285.07
Lab Supplies & Contractual	36,500	37,595.00	38,722.85	39,884.54	41,081.07
Chemicals	35,800	36,874.00	37,980.22	39,119.63	40,293.22
TOOLS	1,000	1,030.00	1,060.90	1,092.73	1,125.51
REPAIRS AND MAINTENANCE	3,500	3,605.00	3,713.15	3,824.54	3,939.28
PROFESSIONAL SERVICES	75,000	77,250.00	79,567.50	81,954.53	84,413.16
Lab Testing Services	11,000	11,330.00	11,669.90	12,020.00	12,380.60
Fees	2,000	2,060.00	2,121.80	2,185.45	2,251.02
License Fees	24,000	24,720.00	25,461.60	26,225.45	27,012.21
CONTRACTURAL SERVICE	2,500	2,575.00	2,652.25	2,731.82	2,813.77
Motor Operations	18,000	18,540.00	19,096.20	19,669.09	20,259.16
UTILITIES(HEAT,WATER,ELECT,SE	4,400	4,532.00	4,667.96	4,808.00	4,952.24
ELECTRICITY	350,000	360,500.00	371,315.00	382,454.45	393,928.08
TELEPHONE/PAGERS	5,000	5,150.00	5,304.50	5,463.64	5,627.54
CONF/WKSHOPS/TRAINING	1,200	1,236.00	1,273.08	1,311.27	1,350.61
Sludge Removal	200000	206,000.00	212,180.00	218,545.40	225,101.76
MISCELLANEOUS	1,500	1,545.00	1,591.35	1,639.09	1,688.26
WAGE (REG EMPLOYEE)	4,800	4,944.00	5,092.32	5,245.09	5,402.44

OVERTIME	1,800	1,854.00	1,909.62	1,966.91	2,025.92
FICA	1,500	1,545.00	1,591.35	1,639.09	1,688.26
COMBINED FRINGES (NO FICA)	2,400	2,472.00	2,546.16	2,622.54	2,701.22
REPAIRS & MAINTENANCE	4,500	4,635.00	4,774.05	4,917.27	5,064.79
CONTRACTURAL SERVICE	25,000	25,750.00	26,522.50	27,318.18	28,137.72
UTILITIES(HEAT,WATER,ELECT,SE	1,400	1,442.00	1,485.26	1,529.82	1,575.71
ELECTRICITY	28,000	28,840.00	29,705.20	30,596.36	31,514.25
TELEPHONE/PAGERS	2,450.00	2,523.50	2,599.21	2,677.18	2,757.50
Capital Outlay	3,150.00	3,244.50	3,341.84	3,442.09	3,545.35
WAGE (REG EMPLOYEE)	6,700.00	6,901.00	7,108.03	7,321.27	7,540.91
OVERTIME	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61
FICA	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61
COMBINED FRINGES (NO FICA)	1,400.00	1,442.00	1,485.26	1,529.82	1,575.71
UNIFORMS	500.00	515.00	530.45	546.36	562.75
OPERATING SUPPLIES	7,500.00	7,725.00	7,956.75	8,195.45	8,441.32
TOOLS	1,950.00	2,008.50	2,068.76	2,130.82	2,194.74
CITY MANAGER	18,950.00	19,518.50	20,104.06	20,707.18	21,328.39
CLERICAL	27,500.00	28,325.00	29,174.75	30,049.99	30,951.49
Leave Days (Combined)	19,000.00	19,570.00	20,157.10	20,761.81	21,384.67
LONGEVITY PAY	2,500.00	2,575.00	2,652.25	2,731.82	2,813.77
FICA	6,580.00	6,777.40	6,980.72	7,190.14	7,405.85
COMBINED FRINGES (NO FICA)	14,500.00	14,935.00	15,383.05	15,844.54	16,319.88
OFFICE SUPPLIES	2,800.00	2,884.00	2,970.52	3,059.64	3,151.42
POSTAGE	3,400.00	3,502.00	3,607.06	3,715.27	3,826.73
OPERATING SUPPLIES	3,500.00	3,605.00	3,713.15	3,824.54	3,939.28
PROFESSIONAL SERVICES	20,000.00	20,600.00	21,218.00	21,854.54	22,510.18

License Fees	4,000.00	4,120.00	4,243.60	4,370.91	4,502.04
PRINTING AND PUBLISHING	400.00	412.00	424.36	437.09	450.20
Property/Liability/BondingIns	15,000.00	15,450.00	15,913.50	16,390.91	16,882.63
TELEPHONE/PAGERS	100.00	103.00	106.09	109.27	112.55
Miss Dig	520.00	535.60	551.67	568.22	585.26
CONF/WKSHOPS/TRAINING	2,200.00	2,266.00	2,333.98	2,404.00	2,476.12
MEMBERSHIPS/DUES	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61
DEPRECIATION EXPENSE	688,000.00	708,640.00	729,899.20	751,796.18	774,350.06
Capital Outlay	3,500.00	3,605.00	3,713.15	3,824.54	3,939.28
ComputerUpgrading/Networking	500.00	2,500.00	2,575.00	2,652.25	2,731.82
SEWERSYSTEMIMPROVEMENTS/SRF REPAYMENT	100,000.00	220,000.00	220,000.00	220,000.00	220,000.00
Tf to Hart Historic District	14,220.00	14,646.60	15,086.00	15,538.58	16,004.74
TF TO CITY HALL FUND	66,370.00	68,361.10	70,411.93	72,524.29	74,700.02
(EXPENSE) PAY IN LIEU OF TAX	65,280.00	67,238.40	69,255.55	71,333.22	73,473.22
Economic/Community Developmen	18,960.00	19,528.80	20,114.66	20,718.10	21,339.65
TOTAL EXPENDITURES	2,313,135.00	2,501,514.05	2,569,959.47	2,640,458.26	2,713,072.00
Annual New Without Deficit Carryover	(19,630.00)	(59,809.05)	14,383.53	94,980.40	182,424.42
NON-OPERATING REVENUE					
Transfer from Fund Balance	0.00	-	-	-	-
Interest of Investments	39,388.37	5,000.00	5,000.00	5,000.00	5,000.00
TOTAL NON-OPERATING REVENUE	39,388.37	5,000.00	5,000.00	5,000.00	5,000.00
UNRESTRICTED NET POSITION (DEFICIT)	12,207.37	(42,601.68)	(23,218.15)	76,762.25	264,186.67

Explanation: Metered sales revenue will increase 6% YOY, lab testing revenue projected to double, sludge removal expense reduced by over 70%, cost of electricity reduce 25% from infrastructure upgrades.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to submit the City of Hart Sewer Fund Deficit Elimination Plan to the Michigan Department of Treasury for certification.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

RESOLUTION 2026-11
City Council
City of Hart, Michigan
Oceana County

APPROVE A FIVE-YEAR INTERNET SERVICE AGREEMENT WITH MERIT NETWORK, INC

WHEREAS, Merit Network, Inc. is a Michigan-based nonprofit organization governed by Michigan’s public universities that provides high-speed internet, network services, and cybersecurity support to public sector organizations including municipalities, schools, libraries, and universities; and

WHEREAS, the City of Hart currently receives internet service through a shared arrangement originally established with the Oceana County Building; and

WHEREAS, the proposed renewal agreement separates the City of Hart into its own account, providing greater control and scalability of services; and

WHEREAS, the proposed agreement provides a five (5) year service term at an annual cost of \$7,950, reduced from the City’s current annual cost of \$15,390, while increasing available bandwidth capacity to up to 100 Gbps; and

WHEREAS, the proposal reflects an annual recurring total of \$7,950 for Merit internet service.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hart approves the five-year Internet Service Agreement with Merit Network, Inc. and authorizes the City Manager to execute the agreement on behalf of the City.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk



Merit Network Proposal

Merit Internet Service - Renewal - 5 Year Term

2/26/2026

Prepared For: Nicole Kleiner

City of Hart
407 State Street
Hart, MI 49420
P: 231-873-2488
E: nkleiner@cityofhart.org

Quote Information

SA#: 20251118-DED-78622-MC-1
Quote #: 1040
Quoted: 2/26/2026
Expiration: 5/26/2026

Prepared By: John Winfrey

Merit Network, Inc.
880 Technology Drive, Suite B
Ann Arbor, MI 48108
P: 734-649-8968
E: johnwin@merit.edu

Within This Proposal

- Cover Page
- Cover Letter
- Service Specifications
- Service Quote
- Billing Details and Signature Page
- Service Agreement

On a Personal Note

Merit Network is a non-profit membership organization committed to providing its members with the highest quality of service. We are committed to providing scalable, adaptable, and dependable solutions to our Members to help them achieve their strategic goals. We foster a collaborative community of organizations like yours to share knowledge and resources to accomplish local or like-minded projects. Merit Members can achieve far more together than they can on their own, which makes their organizations stronger - allowing them to focus on their core competencies and missions.

I will follow up with you to arrange a meeting with you and any of your technical staff to discuss the enclosed proposal and answer any questions you may have. Please contact me if you have any questions or need additional information. For more information about Merit, please refer to the enclosed materials or visit our website at www.merit.edu.

Thank you for your interest in and support of Merit Network.

Sincerely,



Service Specifications

With Merit Internet, you'll receive the fastest, most reliable connection available with flexible pricing options and burstable bandwidth at speeds up to 100Gbps. Merit's fiber infrastructure provides upload speeds equal to download speeds and provides optional redundant connections to ensure the reliability of your connection. As our community's trusted internet service provider, Merit is strongly committed to our Members' privacy. We will never sell your personal information or data to third parties for their advertising or marketing purposes. All internet services can be bundled with Merit Security Services, such as Managed Firewall, DDoS protection and Community CISO consulting services. Merit is also the only provider in Michigan with access to the Internet2 national highspeed research and education network backbone, and serves as a conduit to Internet2's many working groups and initiatives for Michigan institutions. Merit Internet customers become Merit Members, and with Merit Membership comes a host of benefits including Merit Professional Development discounts on courses and events, access to our Communities of Practice and more. Merit Internet Service features:

- High performance with network redundancy
- Uptime and quality of service are unmatched in Michigan
- Caching and national peering relationships improve your performance and experience
- Includes IPv4 and IPv6 addressing, as well as full BGP support

Merit Internet Service - Renewal - 5 Year Term

Service Items	Amount
Network Access	\$2,250.00
Contracted Bandwidth - User-Based Model - 23 Users	\$1,200.00
Network Access	\$1,050.00
Dedicated Additional Attachment: North Collector	\$1,200.00
Network Access	\$1,050.00
Dedicated Additional Attachment: South Collector	\$1,200.00
Non-Recurring Total	\$0.00
Annual Recurring Total	\$7,950.00

Agreement Term

- Upon execution, this agreement begins on the date the service is implemented and expires at the end of the term quoted.


Should you choose to proceed with the Service(s) included in this proposal, please provide the following details:

- Billing Contact Name: _____
- Billing Contact Phone and Email: _____
- Billing Cycle Date: July 1 __, January 1 __, October 1 __, or Other _____
- Billing Frequency: Annual __, Semi-annual __, Quarterly __, or Monthly __ (Non-annual invoice = \$25 ea.)

Your signature below constitutes your agreement to purchase the Service(s) outlined in this proposal, the associated pricing, and the terms and conditions included in the proposal.

Merit Network, Inc.

City of Hart

Signature:  _____

Name: John Winfrey _____

Title: Community Engagement Manager, _____
Western and Southwest Regions _____

Date: 2/26/2026 _____

Signature: _____

Name: _____

Title: _____

Date: _____

ADDITIONAL DETAILS

DDoS Mitigation

- Should you request Merit to mitigate a DDoS attack, a one-time emergency mitigation fee of \$5,000 will be incurred.

User-Based Pricing Model

- The bandwidth pricing provided in this proposal is based on the estimated number of users provided by your organization in writing during the pre-sales process. By signing this proposal for Merit Internet Service, you agree that the estimated user total is accurate to the best of your knowledge. Should the user total increase or decrease by more than 10% during the term of this agreement, you also agree to notify Merit in writing, which may result in a revised proposal for Merit Internet Service.
- **Number of Users = 23**

Pricing Guarantee

- The pricing provided in this proposal is valid through the Expiration Date unless rescinded by Merit.

SERVICE AGREEMENT

Service Agreement # 20251118-DED-78622-MC-1

This Service Agreement (collectively with each Service Schedule, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and City of Hart ("Member").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Member the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Member setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Member Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide, at Member's expense, the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used (if applicable), and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice-grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time-to-time to other Merit Members. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense. Member's Internet access may exceed the provisioned and contractual bandwidth limit ("Bursting") by up to 50% (as capacity allows) - this will result in additional Bursting fees.

Support levels offered as follows:

- i) 1st level support provided 24x7x365 and includes basic troubleshooting and proactive monitoring.
- ii) 2nd level support available between 8:00 a.m. and 5:00 p.m. Eastern Time (ET), Monday through Friday, except holidays, and includes advanced troubleshooting and resolution of most hardware, software, and network issues.
- iii) 3rd level support will be engaged by Merit staff to resolve/escalate issues.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance on the Merit-supplied circuit at Member's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Member premises. Should Merit-owned equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

(f) *Wireless Disaster Recovery Failover Solution (optional).* For an additional fee, Member may elect the Wireless Disaster Recovery Failover Solution option. This Service will include the installation of a secondary device utilizing cellular wireless signals from a third party carrier. Should the primary Merit Internet service be impaired, this Service will automatically failover and act as a temporary Internet connection for the duration of the impairment. This Service is best effort and subject to the availability of the third party carrier cellular service. The estimated capacity of the Service will vary from the primary Merit Internet Service, and is specified in the attached Schedule(s).

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Member shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit. Member shall also pay all applicable federal, state, and local taxes, duties, levies and fees however designated including but not limited to sales and use taxes, as well as fees to recoup any applicable federal, state, and local fees, and cost recovery charges, including without limitation, universal service fees and charges for the sale, installation, use, or provision of the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) *Term.* The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term as defined in attached quote.

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunications carrier, plus (iv) the balance of any remaining fiber access fees or amortized install charges, plus (v) all costs associated with disconnecting Member's service and removing any equipment from Member's site (charged at the then-applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (viii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Member agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Member shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Service Fees to its Non-Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and Obligations of Member

(a) *Member is Responsible to Its Authorized Users.* Member is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Member. By accepting Services from Merit, Member agrees to comply with the AUP located at <https://www.merit.edu/aup.pdf>, and any changes made from time to time thereto. Member also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Member shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Member-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Member or separately purchased by Member will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Members, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available" basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Member is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Member's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's cumulative liability to Member or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Member fees paid by Member to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Force Majeure

Merit shall not be liable for any loss or damage suffered by the Member or its users, directly or indirectly, as a result of Merit's failure to perform, or delay in performing, any of its obligations contained in this Agreement where such failure or delay is caused by circumstances beyond Merit's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, COVID-19 or other pandemics, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances, including manpower or supply chain disruptions caused by any of the above.

11. Data Content

Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

12. Miscellaneous

(a) *Governing Law; Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) Entire Agreement. This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Member may not assign this Agreement without the prior written consent of Merit.

(d) Headings; Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

___ (Optional) Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

RESOLUTION 2026-12
City Council
City of Hart, Michigan
Oceana County

**RESOLUTION FOR STREET ADD CERTIFICATION FOR STATE STREET FROM
POLK TO JOHNSON**

At a regular meeting of the City of Hart, Michigan, held at City Hall on March 10, 2026, the following resolution was offered by member _____ and supported by member _____.

WHEREAS, the City of Hart did on June 15, 2025 acquire title to State Street; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951, as amended.

NOW, THEREFORE, IT IS RESOLVED:

1. That the centerline of said street is described as:
US-31BR/State St, from US-31BR/Polk Rd to Johnson St, a distance of approximately 0.72 miles in Control Section 64016.
2. That said street is located within a city right-of-way and is under the control of the City of Hart.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2025.

Adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

RESOLUTION 2026-13
City Council
City of Hart, Michigan
Oceana County

**RESOLUTION FOR STREET ADD CERTIFICATION FOR COMFORT DRIVE FROM
POLK RD TO ROAD END**

At a regular meeting of the City of Hart, Michigan, held at City Hall on March 10, 2026, the following resolution was offered by member _____ and supported by member _____.

WHEREAS, the City of Hart did, before December 31, 2025, acquire title to Comfort Drive; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951, as amended.

NOW, THEREFORE, IT IS RESOLVED:

1. That the centerline of said street is described as:
Comfort Drive, from US-31BR/Polk Rd to end of road (cul-de-sac), a distance of approximately 2,300 feet.
2. That said street is located within a city right-of-way and is under the control of the City of Hart.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2025.

Adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

City of Hart
Memorandum

To: Mayor and City Council

From: Nichole Kleiner, City Manager

Date: March 10, 2026

Subject: BS&A Cloud Conversion – Follow-Up Information

At the previous meeting, Council requested additional information before proceeding with the BS&A Cloud conversion. Below is a summary of the responses provided by BS&A.

Cost Comparison

- Current annual cost for BS&A (.NET system): approximately \$7,700
- Proposed annual cost for BS&A Cloud: approximately \$25,580

This represents an increase of about \$17,880 annually. According to BS&A, the increase reflects services that would now be included in the platform such as system hosting, server management, cybersecurity protections, backups, system monitoring, and software updates. Moving to the cloud would also eliminate the need for VPN access, remote desktop services, and some internal IT support related to maintaining servers.

The cloud platform also includes additional features such as AI-assisted help tools, invoice scanning, electronic W-2 distribution, and improved dashboards

Backups and System Reliability

BS&A performs backups every 15 minutes, daily differential backups, and weekly full backups. Data is stored in two data centers (Virginia and Arizona). If one center fails, service can be transferred to the other in less than two hours, with data being no more than 15 minutes old.

Transition Process

During conversion from .NET to Cloud, the system would be offline for approximately four days. BS&A typically schedules this Thursday–Monday so staff can train during the transition. All existing data will be migrated into the cloud system.

Funding Assistance

Due to the increased cost, I am currently working with the Michigan Department of Treasury to determine if funding assistance may be available to offset part of the expense. I will bring that information back to Council once I know what we may qualify for.