

City of Hart, Michigan
CITY COUNCIL AGENDA - 1st
Amendment **April 14, 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 March 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. *Resolution 2026-09 (Revision 1) – Deficit Elimination Plan for Park Fund*
 - b. *Resolution 2026-14 Adopt Water Rate Increase Schedule*
 - c. *Resolution 2026-15 Approve/Deny/Modify Hart Area Fire Department Funding Request*
 - d. *Resolution 2026-16 Authorize Five-Year Agreements with HydroCorp Cross-Connection Control Program*
 - e. *Resolution 2026-17 Opposing House Bills on Zoning Changes*
 - f. *Resolution 2026-18 Accept TIFA Recommendation for 3 E Main Street Redevelopment*
 - g. Permit Requests
 - i. Special Event Permit Request – Zumba Fitness Classes – John Gurney Park
 - ii. Sidewalk Display Permit Request – Five Star Real Estate, 109 E Main St, Ongoing Use of Sidewalk for an ATM Machine
8. Discussion Items
 - a. Planning Commission moving to public hearing to 1) Place a moratorium on data centers 2) implement new language to landscaping ordinance to comply with redevelopment ready requirements for green infrastructure, 3) opting out of Land Division mandates
 - b. Hart Hills Bike Race
 - c. Hart Rotary Brick Pavers
 - d. Safe Routes to School Update
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates)
11. Adjournment –



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

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

ABSENT: Jim Cunningham, and Dean Hodges

OTHERS PRESENT: City Manager – Nichole Kleiner, City Clerk/Treasurer – Karla Swihart, BioPure Superintendent – Paul Cutter, DPW Superintendent – Brad Whitney, Energy Superintendent – Mike Schiller, Hart Police Chief – Juan Salazar, Christine Juska, Claire Marshall, Rolando Salgado and Emily Sigler

APPROVAL OF AGENDA:

- B. Root motioned to approve the agenda and was supported by K. Thomson
 - Ayes: 5 Nays: 0 Absent: 2

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Paul Cutter, BioPure Superintendent – Department Quartley Update
Overview on all the work that has happened out at the Wastewater Treatment plant these past 2.5 years
BioPure has three full time employees, Superintendent Paul Cutter, along with Chris Kies and Thomas Stoneman
Top industry users are Michigan Freeze Pakc and Senca Foods.
Septage users are Swihart Septic, Malberg Septic and Ace1
Anyone anytime who would like to come and take a tour of the plant is welcome. Lots of cool behind the scene stuff Paul loves to show off.

CONSENT AGENDA:

- Approval of minutes from March 10th, 2026
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - A. Mullen motioned to approve the Consent Agenda, and was supported by B. Root
 - Ayes: 5 Nays: 0 Absent: 2

ACTION ITEMS:

- None

DISCUSSION ITEMS:

- Plum Street RFP's
Notice to Bidders
Sealed bids will be received by the City of Hart at City Hall, 407 S State Street, Hart Michigan 49420 until **10:00AM on April 15th, 2026**, at which time bids will be publicly opened and read aloud.
Bids must be submitted in a sealed envelope marked **"2026 South Plum Street Road Realignment Bid."**
The City reserves the right to reject any or all bids and waive informalities in the best interest of the City.
Notice to Bidders Issue Date: March 16th, 2026
Bid Opening Date: April 15th, 2026, at 10:00AM
Anticipated Council Award: April 21st, 2026

PROJECT DESCRIPTION

The City of Hart is requesting bids from qualified contractors to realign a portion of South Plum Street within the public right-of-way between Gilmore Street and Beagle Street.

The roadway will be shifted approximately **20 feet east** to align with the future Safe Routes to School (SRTS) trail corridor shown on the attached concept plan.

Project limits extend from **Gilmore Street to approximately 100-feet south to Beagle Street**, totaling approximately **700 feet**.

SCOPE OF WORK

Work includes removal of trees, sod, sand, and portions of the existing roadway; grading; reuse of existing gravel where suitable; construction of a new gravel roadway; drainage grading; and restoration.

*Full bid packet specifications available at cityofhart.org/connect.

- 3 E Main Street Update

March 31st, 2026, TIFA Special meeting Council Chambers, Developer Presentations 5-6 Pm

- Frontier Notice of Violation

NOTICE OF VIOLATION AND DEMAND FOR CORRECTIVE ACTION

Public right-of-way – Communications Infrastructure

Date March 20th, 2026

To: Frontier Communications

Re: Unsafe, Unmarked, and Noncompliant Communications Facilities within City of Hart Right-of-Way
Frontier Communications,

Pursuant to the City of Hart’s authority to regulate and protect the public right-of-way, this letter serves as formal notice of multiple violations associated with communications infrastructure throughout the City.

City staff have completed a field review identifying widespread safety hazards, clearance violations, unmaintained facilities, and improperly abandoned infrastructure. In addition, communication lines throughout the City are not properly identified or labeled by provider, which is unacceptable and creates operational and public safety risks.

As a provider operating within the City’s right-of-way, Frontier is responsible for ensuring its facilities and properly installed, maintained clearly identified, and compliant with all applicable safety standards, including but not limited to the National Electrical Safety Code (NESC) and local ordinances.

REQUIRED ACTIONS (CITY WIDE)

Frontier is hereby directed to complete the following:

1. System Identification
 - Inspect all communication lines within the City of Hart.
 - Clearly mark and label all Frontier-owned facilities (aerial and underground)
 - Provide written confirmation identifying ownership of all facilities listed below.
2. Immediate Hazard Mitigation
 - Correct all downed lines, low-hanging wires, and roadway obstructions immediately.
 - Secure or remove any cut, abandoned, or hanging lines.
3. Repairs and Compliance
 - Bring all facilities into compliance with NESC clearance requirements.
 - Remove abandoned infrastructure and unused attachments.
 - Complete all required pole transfers where infrastructure has not been properly relocated.
4. Restoration and Maintenance
 - Repair any damage to poles, guying, and attachments.
 - Address vegetation conflicts and ensure proper clearances.
5. Reporting Requirements
 - Within 10 business days, provided the City with:
 - A corrective action plan
 - A timeline for completion
 - A designated point of contact

IDENTIFIED VIOLATIONS

The following locations have been identified and must be inspected, marked, and corrected:

1. **Critical Safety Hazards (immediate Attention Required)**
 - 12 Courtland – Broken pole affecting services
 - 22 cable – lines on ground (multiple spans)
 - 215 Lake St. – lines on ground
 - Intersection of Plum & W. Main – Service drops on ground
 - W. Main (intersection area) – Line in roadway
 - 416 Water – Line laying on ground
 - 1201/1261 Parmington – Lines on ground
 - 391 W. Polk – Lines cut and across roadway
 - 2377 72nd Ave – Multiple loose and hanging lines
 - McDonald's area – Broken guy/dead-end pole
2. **Dryden Street Area**
 - 620 Dryden – Cut and hanging communication lines; transfer/removal required
 - Across from 312 Dryden – Hanging wires; abandoned attachment suspected
3. **Lincoln Street Area**
 - 303 Lincoln – Mid-span hanging wire
 - 501 Lincoln – Dead-end pole with cut lines; removal required
 - 403 Lincoln – Hart St Side – Low clearance line near sidewalk
4. **State Street / Johnson St**
 - 314 S State – Cut and hanging lines
 - 510 Johnson – Coiled communications wire on pole
5. **Jefferson Street Area**
 - 409 Jefferson – Improper attachment wire on pole
 - 415 Jefferson – Cut and hanging lines
6. **Wigton Street**
 - 104 Wigton – Hanging or cut lines
7. **Griswold Street Area**
 - Near 304 Griswold (pole #181) – Hanging wire
 - 507 Griswold – Hanging wire
 - 513 Griswold (pole #718) – Hanging wire; additional issue at adjacent pole
 - Griswold yard area – Low wires across private property
8. **Church / Hart Street Area**
 - 522 Church – Coiled/hanging wire
 - 316 Church (Hart St. pole # 754) – Cut and hanging lines
9. **Hart Street**
 - 114 Hart – Low clearance across roadway
 - 412 Hart – Multiple poles with cut/hanging lines
 - 419 Hart – Missing guy wire; vegetation conflict
10. **Additional Systemic Issues**

(Multiple locations requiring full communication transfer to new poles, including but not limited to;)

 - 170 W. Main, Orchard (multiple), Riverside, Gwen, Peach, Lake St., Apple, Plum, Courtland, Water, Jefferson, and N. Oceana Dr.
11. **Additional Systemic Issues**
 - Repeated low or hanging service drops
 - Improperly secured underground drops

- Lines installed below acceptable clearance in yards and roadways
- Widespread lack of facility identifications

DEADLINES

- Immediate (24-72 hours): Address all critical safety hazards
- 10 Business Days: Submit corrective action plan and ownership identification
- 30 Days: Complete repairs, labeling, and compliance work unless otherwise approved

▪ **ENFORCEMENT**

Failure to comply may result in:

- Municipal civil infractions
- Stop-work orders and permit restrictions
- Cost recovery for City-performed corrective actions
- Referral to the City Attorney for further enforcement

The City expects prompt professional action to bring your system into compliance. The current condition of communications infrastructure within the City is unacceptable and must be corrected.

CITY MANAGER'S REPORT:

Status of ongoing projects:

- Hart Plaza Streetscape Project – Rotary brick sales are now live – fundraising to contribute towards the fireplace
- Safe Routes to School Trail – No Change
- Water Tower ATT antenna project – no change – still pursuing signature on easement.
- Ceres Solution Request for Proposals
March 31, 2026, TIFA Special Meeting @ City Council Chambers, Developer Presentations 5-6pm. TIFA on recommendation to Council.
April 14, 2026, Preferred Developer Selection @ Regular Council Meeting

What's New:

- Hart Area Fire Department is requesting the City of Hart, Weare Township, Hart Township, and Golden Township increase their contribution from approx. .9 mil to 1.25 mil to offset the cost of equipment repairs and new blacktop. The City of Hart does not collect a millage for fire, so the increase comes from our general fund.

CITY OF HART CONTRIBUTION TO HFD SUMMARY:

- FY 25/26 Budgeted \$52,000 Actual \$60,000
- FY 26/27 Requested \$90,148
- Impact on general fund: \$38,148

- Dark Water Coffee would like to proceed with purchasing a log in the industrial park
- Starting Block interviews for a new director are ongoing
- Union Negotiations have begun – looking to schedule a meeting with personnel and finance end of next week to review proposals
- City Council budgeting workshop proposed from 6-7:30pm prior to the next two (April) council meetings. General fund FY 26/27 projections attached for review.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- A. Mullen – HEART meeting and Hart Heritage Preservation Group. Lots of cool things in the works can't wait to share final vision. Right now working with a building inspector to look over the buildings at the Historic District. Also excited to have new members join the board.
- C. Burillo – It would be cool if the Council would shadow younger kids to help get interest in government as the get older.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:29 pm. The next regularly scheduled meeting will be on April 14th, 2026, at 7:30 pm.

Respectfully Submitted,

Payables Date 04.15.2026	Description	Total	General +	DPW	Energy	BPTF	Water
Absopure	Water	\$ 37.63			\$ 37.63		
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	Audit/Accounting Services	\$ 260.00	\$ 65.00		\$ 65.00	\$ 65.00	\$ 65.00
Charter	Fax Line - PD	\$ 45.19	\$ 45.19				
Charter	Internet	\$ 124.25			\$ 124.25		
City of Hart	Utilities	\$ 35,539.61	\$ 1,002.40	\$ 1,117.18	\$ 665.90	\$ 29,806.60	\$ 2,947.53
Cofer, Holly	Utility Deposit Refund	\$ 20.44			\$ 20.44		
Consumers Energy	Utilities	\$ 317.64			\$ 317.64		
Controlled Forece, Inc.	Instructor Certification (PD-CPED Grant)	\$ 870.00	\$ 870.00				
Custom Tree Service	Tree Removal/Trimming	\$ 4,950.00			\$ 4,950.00		
Dacott	Power Purchase Report	\$ 650.00			\$ 650.00		
Dave's Party Store	March 2026 Fuel - Parks & Rec	\$ 244.31	\$ 244.31				
Dave's Party Store	March 2026 Fuel - DPW	\$ 921.78		\$ 921.78			
DHD #10 Finance	JGP Annual Inspection 2026	\$ 200.00	\$ 200.00				
DTE Energy	Utilities	\$ 4,182.34	\$ 867.65	\$ 700.69	\$ 726.69	\$ 1,716.81	\$ 170.50
ENK Transporting	Hauled Chalets to JGP	\$ 2,125.00	\$ 2,125.00				
Farabee Mechanical Inc	Diesel Plant Contract - 4th Payment	\$ 75,000.00			\$ 75,000.00		
First Net	Police Modems	\$ 89.46	\$ 89.46				
Fischer LP Gas	Propane	\$ 681.90			\$ 681.90		
Fish Window Cleaning	Window Cleaning - CH	\$ 105.00	\$ 105.00				
Frontier	Phone Service - DAM	\$ 148.09			\$ 148.09		
Frontier	Fiber Internet - JGP	\$ 99.99	\$ 99.99				
GALLS, Inc.	Training Supplies (PD-CPED Grant)	\$ 81.25	\$ 81.25				
GALLS, Inc.	Training Supplies (PD-CPED Grant)	\$ 141.02	\$ 141.02				
GALLS, Inc.	Training Supplies (PD-CPED Grant)	\$ 147.18	\$ 147.18				
Gracon Services	LAN Care Hours 4 Blocks (64 Hours)	\$ 7,040.00	\$ 2,346.67	\$ 1,173.33	\$ 1,173.34	\$ 1,173.33	\$ 1,173.33
Hart Cemetery Commission	1st & 2nd Qtr. Contributions	\$ 8,500.00		\$ 8,500.00			
Huntington National Bank	March 2026 CC Statement - All Depts	\$ 7,616.34	\$ 2,717.19	\$ 826.34	\$ 1,461.82	\$ 1,780.99	\$ 830.00
Hydrocorp	Cross Connection Program	\$ 764.00					\$ 764.00
IDEXX	Lab Supplies	\$ 1,628.25				\$ 1,628.25	
Keystone Cooperative	Fuel	\$ 783.35				\$ 783.35	
Klotz Auto Parts	Auto Parts/Supplies	\$ 1,416.76		\$ 98.65	\$ 397.38	\$ 920.73	
Kushner & Company	COBRA Admin Services	\$ 84.00	\$ 33.60		\$ 16.80	\$ 16.80	\$ 16.80
Lara	LIEAF Payment	\$ 1,342.50			\$ 1,342.50		
Larson's ACE Hardware	Parts/Supplies March 2026 Statement	\$ 953.49	\$ 128.28	\$ 258.22	\$ 93.83	\$ 473.16	
Lawson-Fisher Associates	2026 DAM Licensing Requirements	\$ 4,024.11			\$ 4,024.11		
Lawson-Fisher Associates	2025 DAM Licensing Requirements	\$ 267.15			\$ 267.15		
LEAF	Police Copier	\$ 49.61	\$ 49.61				
Maner Costerisan	COA & Budget Allocation Review	\$ 8,000.00	\$ 8,000.00				
Mason-Lake CD	Hazardous Waste Collection Payment	\$ 893.70		\$ 893.70			
MML Workmans Comp Fund	Payroll Audit 7/1/24-7/1/25	\$ 9,029.00	\$ 3,701.89		\$ 3,340.73	\$ 1,534.93	\$ 451.45
Model Coverall Service	Uniforms/Rugs	\$ 104.90				\$ 104.90	
Motorola Solutions, Inc.	Operating Supplies - PD	\$ 360.00	\$ 360.00				
MPPA	Purchased Power - 3/24	\$ 26,868.84			\$ 26,868.84		
MPPA	Purchased Power - 3/31	\$ 25,970.52			\$ 25,970.52		
MPPA	Purchased Power - 4/7	\$ 22,714.89			\$ 22,714.89		
Napa Auto Parts	Auto Parts/Supplies	\$ 193.94	\$ 25.03	\$ 62.93		\$ 105.98	
NYE Uniform Company	Uniforms	\$ 159.34	\$ 159.34				
NYE Uniform Company	Credit Memo	\$ (179.19)	\$ (179.19)				
Office Machines Co.	Copier Lease Payment	\$ 48.60	\$ 48.60				
Pixel Grafix	Utility Envelopes	\$ 1,200.00			\$ 780.00	\$ 360.00	\$ 60.00
Power Line Supply	Parts/Supplies	\$ 150.00			\$ 150.00		
Power Line Supply	Uniforms	\$ 292.00			\$ 292.00		
Power Line Supply	Uniforms	\$ 243.00			\$ 243.00		
Power Line Supply	Parts/Supplies	\$ 197.50			\$ 197.50		
Quill	Lab Stickers	\$ 352.50				\$ 352.50	
Republic Services	Garbage Services - Washington Lot Dumpster	\$ 143.57		\$ 143.57			
Republic Services	Garbage Services- Bike Trail	\$ 59.96	\$ 59.96				
Republic Services	Solid Waste Contract	\$ 19,497.99		\$ 19,497.99			
Republic Services	City Wide Clean Up	\$ 12,978.72		\$ 12,978.72			
Republic Services	Bulk Item Stickers	\$ 500.00		\$ 500.00			
Ricoh	Copier Overage Fees	\$ 163.40	\$ 163.40				
Silver Lake Area Chamber	2026 SLSLD Visitor Guide AD	\$ 2,200.00	\$ 2,200.00				
Steve's Auto & Truck	Oil Change - PD	\$ 79.93	\$ 79.93				
Synowave	Internet	\$ 301.71		\$ 91.75		\$ 209.96	
T & R Electric	Credit Memo	\$ (4,440.00)			\$ (4,440.00)		
T & R Electric	Single Phase Pole Mount W/O Taps	\$ 1,765.75			\$ 1,765.75		
Tate, Rebecca	Utility Deposit Refund	\$ 5.30			\$ 5.30		
Theka Associates Engineering Inc	Temp Meters/Troubleshooting/Testing - Diesel	\$ 6,261.80			\$ 6,261.80		
Wadels	Water Main Break - Chatauqua St	\$ 375.00					\$ 375.00
Wadels	Main Water Break Repair	\$ 500.00					\$ 500.00
Wadels	Church St Water Service	\$ 6,450.00					\$ 6,450.00
Wadels	Oil - Diesel Plant	\$ 8,408.46			\$ 8,408.46		
	Sub-total	\$ 313,577.77	\$ 26,077.76	\$ 47,764.85	\$ 184,898.26	\$ 41,033.29	\$ 13,803.61
HAND CHECKS/ACH/EFT							
	Sub-Total Regular Bills/Hand Checks	\$ 313,577.77	\$ 26,077.76	\$ 47,764.85	\$ 184,898.26	\$ 41,033.29	\$ 13,803.61
Gross Payroll	PR 259	\$ 86,003.79					
Gross Payroll	PR 260	\$ 83,230.53					
Gross Payroll							
	Sub-Total	\$ 169,234.32					
	GRAND TOTAL	\$ 482,812.09	\$ 26,077.76	\$ 47,764.85	\$ 184,898.26	\$ 41,033.29	\$ 13,803.61

RESOLUTION 2026-09 – Revision I

*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)	(173,911)	(87,845)
REVENUE					
Camp Store	4,636	11,243	10,000	14,000	14,420
Site Rentals	165,444	174,634	242,850	287,775	296,408
Miscellaneous (storage, RV rentals, laundry)	-	45	10,920	11,220	11,557
Pavillion/Hall Rental			2,000	4,000	4,120
TOTAL REVENUE	170,080	185,922	265,770	316,995	326,505
EXPENDITUES					

Wages (Regular Employee)	24,078	54,322	44,100	45,423	46,786
Wages (Part Time)	8,380	37,241	35,000	28,000	28,840
Wages (Workers from Other Depts)	-	-	-	-	-
Wages (Temporary Help)	3,478	-	-	-	-
Leave Days (Combined)	899	11,264	8,750	9,000	9,270
FICA	7,746	8,697	9,500	11,000	11,330
Combined Fringes (no FICA)	487	23,193	23,889	24,606	25,344
Uniforms	528	1,415	1,000	1,000	1,030
Operating Supplies	29,491	32,057	16,400	17,000	17,510
Tools	-	206	2,000	2,200	2,266
Repairs & Maintenance	10,008	3,597	9,000	10,000	10,300
Professional Services	10,869	43,294	14,000	10,000	10,300
Management Fee	41,078	-	-	-	-
Contractual Services	15,099	45,162	55,000	12,000	12,360
Motor Operations	3,175	4,641	5,000	5,500	5,665
Community Promotions	85	914	2,500	2,750	2,833
Advertizing/Promotion	3,072	807	3,000	1,200	1,236
Printing & Publishing	-	289	-	500	515
Property/Liability/Bonding/Ins	850	880	900	1,000	1,030
Utilities	36,157	29,387	34,000	36,000	37,080
Telephones/Pagers	3,372	4,085	3,200	3,500	3,605
Conf/Workshops/Training	-	1,977	-	1,500	1,545
Membership Dues	860	1,442	2,000	1,750	1,803
Capital Outlay	40,000	6,556	-	10,000	10,000
Miscellaneous	-	408	-	-	-
TOTAL EXPENDITURES	239,712	311,833	269,239	233,929	240,646

Annual Net Without Deficit Carryover	(69,632)	(125,911)	(3,469)	83,066	85,858
NON-OPERATING REVENUE					
Interest on Investments	-	7,375	5,400	3,000	3,000
TOTAL NON-OPERATING REVENUE	-	7,375	5,400	3,000	3,000
UNRESTRICTED NET POSITION (DEFICIT) DEC 31	(57,306)	(175,842)	(173,911)	(87,845)	1,014

Explanation: Camp site rental revenue increase of 29%. New misc. revenue projected from winter storage, dump station, laundry increase. Increase hall rental 100%. Decrease professional and contractual services (contractual seasonal workers) by 72%. Decrease wages in park fund by moving 30% of wages to recreation fund in general fund where the superintendent assists in the winter.

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 2026-14
City Council
City of Hart, Michigan
Oceana County

ADOPT WATER RATE INCREASE SCHEDULE

WHEREAS, the City of Hart operates a municipal water system that must remain financially sustainable to support ongoing operations, maintenance, and infrastructure investment; and

WHEREAS, the City completed a Water Rate Study dated January 23, 2026, which identifies capital improvement needs of approximately \$21,109,400 over the next ten (10) years;

WHEREAS, the study recommends a multi-year rate adjustment strategy to generate sufficient revenue to support operating costs, capital improvements, and associated debt service obligations; and

WHEREAS, the proposed rate schedule includes phased increases to both the base monthly rate and commodity (usage) rates, structured as follows:

- FY 2026/2027: 25% increase
- FY 2027/2028: 25% increase
- FY 2028/2029: 25% increase
- FY 2029/2030 and annually thereafter: 5% increase per year;

WHEREAS, this phased approach is intended to gradually align revenues with system costs while minimizing sudden rate impacts and ensuring long-term financial stability of the water fund;

NOW, THEREFORE, BE IT RESOLVED that the Hart City Council hereby adopts the water rate increase schedule as presented in the January 23, 2026 Water Rate Study, specifically as outlined on page 3 to begin July 1, 2026; and

BE IT FURTHER RESOLVED that City staff is authorized to implement the updated rate structure, including adjustments to base rates and commodity rates for all customer classes, and to make all necessary billing and administrative changes.

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

CITY OF HART
COUNTY OF OCEANA, STATE OF MICHIGAN
Operating & Maintenance Expenses - Water

Draft 01/23/2026

	Fiscal Year Ended				Forecasted	
	6/30/2023	6/30/2024	6/30/2025	6/30/2026	Test Year	Inflationary Increases
	Actuals	Actuals	Actuals	Budget		
(-----Per Client-----)						
Department 547.100: Production						
702.800 Wage (reg employee)	\$10,482	\$9,061	\$8,624	\$11,500	\$11,500	4.00%
702.900 Overtime	87	516	189	520	520	4.00%
715.000 FICA	939	791	668	1,000	1,000	4.00%
715.900 Combined Fringes (No FICA)	2,899	1,093	1,172	1,400	1,400	4.00%
716.000 Uniforms	-	-	9	-	-	0.00%
740.000 Operating Supplies	6,366	4,575	4,564	5,000	5,000	4.00%
740.800 Repairs & Maintenance	-	7,250	790	5,000	5,000	4.00%
801.000 Professional Services	1,122	105,648	(127)	2,500	2,500	4.00%
801.100 License Fees	1,522	-	1,617	1,522	1,522	4.00%
818.000 Contractual Service	4,813	3,963	1,071	4,500	4,500	4.00%
920.200 Electricity	47,345	41,931	37,504	43,940	43,940	4.00%
Total Production Expenses	<u>75,575</u>	<u>174,827</u>	<u>56,082</u>	<u>76,882</u>	<u>76,882</u>	
Department 547.300: Transmission/Distribution						
702.800 Wage (reg employee)	16,121	22,230	9,549	16,000	16,000	4.00%
702.900 Overtime	2,204	2,291	804	1,800	1,800	4.00%
715.000 FICA	3,176	4,354	781	1,800	1,800	4.00%
715.900 Combined Fringes (No FICA)	1,498	512	2,057	2,100	2,100	4.00%
740.000 Operating Supplies	(1,181)	178,869	10,203	2,500	2,500	4.00%
740.800 Repairs & Maintenance	-	-	591	-	-	0.00%
801.000 Professional Services	9,434	6,250	42,800	9,500	9,500	4.00%
818.000 Contractual Service	15,990	6,788	17,031	51,000 [1]	15,000	4.00%
920.000 Utilities	1,568	1,279	2,070	1,950	1,950	4.00%
920.200 Electricity	2,822	3,423	2,192	2,700	2,700	4.00%
970.000 Capital Outlay	-	-	27,000	-	-	0.00%
Total Transmission/Distribution Expenses	<u>51,632</u>	<u>225,996</u>	<u>115,077</u>	<u>89,350</u>	<u>53,350</u>	
Department 547.400						
702.200 City Manager	18,150	18,087	17,363	19,500	19,500	4.00%
702.300 Clerical	25,357	25,479	28,327	26,000	26,000	4.00%
702.350 Meter Reading	1,513	2,056	1,211	2,500	2,500	4.00%
715.000 FICA	7,939	8,543	3,963	8,600	8,600	4.00%
715.900 Combined Fringes	6,824	1,649	12,707	11,100	11,100	4.00%
727.000 Office Supplies	-	93	262	-	-	0.00%
727.100 Postage	1,540	1,444	1,889	1,650	1,650	4.00%
740.000 Operating Supplies	7,767	2,568	-	-	-	0.00%
801.000 Professional Services	27,497	20,724	21,984	22,000	22,000	4.00%
801.002 Drinking Water Asset	-	-	-	- [1]	-	0.00%
818.000 Contractual Service	150	16,708	11,894	2,750	2,750	4.00%
910.800 Property/Liability/Bonding Ins	6,419	6,799	7,039	7,200	7,200	4.00%
920.000 Utilities	885	1,336	605	1,400	1,400	4.00%
920.500 Telephone/Pagers	3,533	21	7,577	7,500	7,500	4.00%
920.800 Miss Dis	483	441	491	500	500	4.00%
956.100 Conf/Workshops/Training	2,366	780	2,286	2,500	2,500	4.00%
956.200 Membership/Dues	3,813	(103)	3,531	3,200	3,200	4.00%
968.110 Funded Depreciation	-	-	-	- [2]	-	0.00%
998.702 TF to Hart Historic District	2,450	2,450	2,450	2,450	2,450	0.00%
999.600 TF to City Hall Fund	11,410	11,410	11,410	11,410	11,410	0.00%
999.700 Pay in Lieu of Tax	15,490	15,490	15,490	15,490	15,490	0.00%
999.860 Economic/Community Development	3,260	3,260	3,260	3,260	3,260	0.00%
Total Operating Expense	<u>146,846</u>	<u>139,235</u>	<u>153,740</u>	<u>149,010</u>	<u>149,010</u>	
Department 970.000: Capital Outlay						
970.595 Meter Reading Technology	-	-	13,303	2,500	2,500	3.00%
Total Water O&M Expenses	<u>\$274,053</u>	<u>\$540,058</u>	<u>\$338,203</u>	<u>\$317,742</u>	<u>\$281,742</u>	

[1] Adjusted per client.

[2] Depreciation Expense is removed from this report as it is performed on the cash basis.

CITY OF HART
COUNTY OF OCEANA, STATE OF MICHIGAN
Schedule of Estimated Capital Improvements - Water

Draft 01/23/2026

<u>Project</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>	<u>2030/31</u>	<u>2031/32</u>	<u>2032/33</u>	<u>2033/34</u>	<u>2034/35</u>	<u>2035/36</u>	<u>Total</u>
Replace Ford F-250 Pickup (33% owned by water system)	\$12,400			\$14,800							\$27,200
Replace Ford Dumb Truck	21,200										21,200
Replace Case Back Hoe	21,200										21,200
Replace Chevy 2500 Pickup (33% owned by water system)		\$13,200								\$20,900	34,100
Construction Replacement Well for Flood Well			\$1,518,600								1,518,600
Rehabilitate Old City Elevated Tank			312,100								312,100
Rehabilitate Industrial Park Elevated Tank			315,700								315,700
Rehabilitate North Valley Wellhouse					\$360,000						360,000
Replace Sterling Dump Truck					26,800						26,800
Rehabilitate South Valley Wellhouse							\$386,500				386,500
Rehabilitate Rossiter Wellhouse										437,000	437,000
Watermain Replacements	212,000	976,500		2,741,600	3,273,400	\$1,442,700	696,200	\$1,138,100	\$1,086,400	293,700	11,860,600
Lead Service Line Replacements	21,200	213,500	643,200		722,700	766,100	812,000	860,700	912,400	967,100	5,918,900
Hydrant, Valve & Meter Replacements	21,200	22,600	24,000	25,400	26,800	28,400	30,200	32,000	33,800	36,000	280,400
Total Capital Improvements:	\$309,200	\$1,225,800	\$2,813,600	\$2,781,800	\$4,409,700	\$2,237,200	\$1,924,900	\$2,030,800	\$2,032,600	\$1,754,700	\$21,520,300
Cash-Funded:	\$76,000	\$35,800	\$24,000	\$40,200	\$53,600	\$28,400	\$30,200	\$32,000	\$33,800	\$56,900	\$410,900
Debt-Funded:		\$6,954,400			\$8,459,600			\$5,695,400			\$21,109,400

<u>Project</u>	<u>2036/37</u>	<u>2037/38</u>	<u>2038/39</u>	<u>2039/40</u>	<u>2040/41</u>	<u>2041/42</u>	<u>2042/43</u>	<u>2043/44</u>	<u>2044/45</u>	<u>Total</u>
Update CRUISE SCADA system			\$138,700							\$138,700
Rehabilitate City Wellhouse					\$584,800					584,800
Construct new DPW Building					1,278,200					1,278,200
Replace Chevy 2500 Pickup (33% owned by water system)					28,000					28,000
Rehabilitate Polk Booster Station									\$605,200	605,200
Watermain Replacements	\$1,399,100	\$827,100	405,300	\$601,500		\$1,056,800	\$1,354,500	\$1,256,000	2,671,700	9,572,000
Lead Service Line Replacements	1,025,100	1,086,600								2,111,700
Hydrant, Valve & Meter Replacements	38,000	40,400	42,800	70,300	74,400	79,000	83,700	88,600	93,900	611,100
Total Capital Improvements:	\$2,462,200	\$1,954,100	\$586,800	\$671,800	\$1,965,400	\$1,135,800	\$1,438,200	\$1,344,600	\$3,370,800	\$14,929,700
Cash-Funded:	\$38,000	\$40,400	\$42,800	\$70,300	\$102,400	\$79,000	\$83,700	\$88,600	\$93,900	\$639,100
Debt-Funded:	\$4,881,900			\$3,521,300			\$5,887,400			\$14,290,600

Note: Includes 6% inflation per year, per Prein & Newhof.

CITY OF HART
COUNTY OF OCEANA, STATE OF MICHIGAN
Cash Flow - Water

Draft 01/23/2026

	2025/26	Three-Step Increases	2026/27	2027/28	2028/29	Increases Per Year	2029/30	2030/31	2031/32
Rates:									
Meter Equivalents	1,063		1,063	1,063	1,063		1,063	1,063	1,063
Base Rate (monthly)	\$6.44	25.00%	\$8.05	\$10.06	\$12.58	5.00%	\$13.21	\$13.87	\$14.56
Inside City:									
Billable Flow	357		357	357	357		357	357	357
Commodity Rate (per 1,000 gals) (0-13,000 gals)	\$1.34	25.00%	\$1.68	\$2.09	\$2.62	5.00%	\$2.75	\$2.89	\$3.03
Billable Flow	281,704		281,704	281,704	281,704		281,704	281,704	281,704
Commodity Rate (per 1,000 gals) (13,000+ gals)	\$1.15	25.00%	\$1.44	\$1.80	\$2.25	5.00%	\$2.36	\$2.48	\$2.60
Outside City:									
Billable Flow	2,675		2,675	2,675	2,675		2,675	2,675	2,675
Commodity Rate (per 1,000 gals) (0-13,000 gals)	\$2.68		\$3.35	\$4.19	\$5.23		\$5.50	\$5.77	\$6.06
Billable Flow	3,800		3,800	3,800	3,800		3,800	3,800	3,800
Commodity Rate (per 1,000 gals) (13,000+ gals)	\$2.30		\$2.88	\$3.59	\$4.49		\$4.72	\$4.95	\$5.20
<i>Typical homeowner's monthly bill (assumes 4,500 gallons/monthly)</i>	\$12.47		\$15.59	\$19.48	\$24.36		\$25.57	\$26.85	\$28.19
Revenues:									
Base Rate Revenue	\$82,150		\$102,688	\$128,360	\$160,450		\$168,472	\$176,896	\$185,741
Inside City:									
Commodity Rate Revenue (1-13,000 gals)	478		598	748	935		981	1,030	1,082
Commodity Rate Revenue (1-13,000 gals)	323,960		404,950	506,187	632,734		664,371	697,589	732,469
Outside City:									
Commodity Rate Revenue (1-13,000 gals)	7,169		8,961	11,202	14,002		14,702	15,437	16,209
Commodity Rate Revenue (1-13,000 gals)	8,740		10,925	13,656	17,070		17,924	18,820	19,761
Water Tower Lease Revenues									
Other Revenues	7,600		7,600	7,600	7,600		7,600	7,600	7,600
Total Revenues	430,098		535,722	667,753	832,791		874,050	917,373	962,861
Less: Total Operating Expenditures	(317,742)		(291,682)	(302,019)	(312,769)		(323,948)	(335,574)	(347,663)
Net Operating Revenue	112,356		244,040	365,733	520,021		550,102	581,799	615,198
Less: Estimated Cash-Funded Capital Improvements	-		(76,000)	(35,800)	(24,000)		(40,200)	(53,600)	(28,400)
Estimated Debt Service #1: 2027 Open Market Bonds [1]	-		-	(200,000)	(475,000)		(475,000)	(475,000)	(475,000)
Estimated Debt Service #2: 2030 USDA Bonds [2]	-		-	-	-		-	(180,000)	(440,000)
Net Cash Flow	\$112,356		\$168,040	\$129,933	\$21,021		\$34,902	(\$126,801)	(\$328,202)
Cash & Investments	\$557,000	\$444,644	\$725,040	\$854,973	\$875,994		\$910,896	\$784,095	\$455,893

[1] Estimated debt service payments based on a \$6,954,400 30-year open market bond issue at an estimated interest rate.

[2] Estimated debt service payments based on a \$8,459,600 40-year USDA bond issue at an estimated interest rate.

RESOLUTION 2026-15

City Council

City of Hart, Michigan

Oceana County

HART AREA FIRE DEPARTMENT FUNDING REQUEST

WHEREAS, the City of Hart contracts with and financially supports the Hart Area Fire Department to provide fire protection and emergency response services to City residents; and

WHEREAS, the City has received a funding request from the Hart Area Fire Department, attached hereto for Council's consideration;

WHEREAS, the City's recent contributions to the Fire Department have been as follows:

- 2023: \$49,992
- 2024: \$51,582
- 2025: \$54,406
- 2026 (budgeted): \$58,000; and

WHEREAS, Council has reviewed the request in the context of prior funding levels, current budget constraints, and the operational needs of the Fire Department;

NOW, THEREFORE, BE IT RESOLVED that the Hart City Council hereby [approves / denies / modifies] the Fire Department funding request as presented; and

BE IT FURTHER RESOLVED that, if approved, the City Manager and City Treasurer are authorized to take all necessary actions to implement the funding adjustment and amend the budget accordingly.

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



HART AREA FIRE DEPARTMENT

808 S. STATE STREET
P.O. BOX 125
HART, MI 49420
PH. (231) 873-3378
FAX (231) 301-8150

WWW.HARTFIREDEPARTMENT.ORG

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

FROM: Hart Area Administrative Board

DATE: March 26, 2026

SUBJECTS: Budget for the 2026/2027 year

At the Hart Area Fire Administrative Board meeting held on March 26, 2026 the Budget request for the 2026/2027 year was discussed.

The requested amount from each of the member entities is at 1 mil. Our total overall budget amount is \$576,896.00 which includes interest income and money from other areas including rescue calls. The amount going into Capital Improvements represent 26.5% of the overall budget and Payroll including payroll expence, Fire and Administrative wages represent 28% of the budget. The department will be looking into expendurties for new SCBA units which our current ones will no longer be able to be used by the fire service. A truck replacement will also be looked into but no plans have been made to make a purchase yet. The following is the mount due for each of the member entities for the ficisal year July 1, 2026 to June 30, 2027

City of Hart	\$64,797.00
Golden Township	\$262,829.00
Hart Township	\$109,336.00
Weare Township	\$68,884.00

Please advise the Hart Area Fire Administrative Board via correspondence, that this amount has been approved by your entity.

Please contact Chairman Gary Beggs at 231-742-1136, if there are any questions.

Sincerely,

Daniel Leimback
Sec/Treasurer

RESOLUTION 2026-16

City Council

City of Hart, Michigan

Oceana County

**AUTHORIZING FIVE-YEAR AGREEMENTS WITH HYDROCORP FOR CROSS-
CONNECTION CONTROL PROGRAM SERVICES**

WHEREAS, the City of Hart is required to comply with EGLE Cross-Connection Control Rules to protect the public water supply; and

WHEREAS, the City does not have sufficient staff capacity to administer and perform the required inspections and compliance tracking; and

WHEREAS, HydroCorp has successfully provided commercial inspection services to the City and has demonstrated reliable service and strong customer support; and

WHEREAS, HydroCorp has submitted proposals for:

Commercial Program Renewal (5-Year Total: \$51,642):

- Year 1: \$9,534.50
- Year 2: \$9,916.00
- Year 3: \$10,312.50
- Year 4: \$10,725.00
- Year 5: \$11,154.00

New Residential Program (5-Year Total: \$51,307.78):

- Year 1: \$9,472.81
- Year 2: \$9,851.72
- Year 3: \$10,245.79
- Year 4: \$10,655.62
- Year 5: \$11,081.84

WHEREAS, these services include inspections, compliance tracking, reporting, and program administration necessary to meet EGLE requirements;

NOW, THEREFORE, BE IT RESOLVED that the Hart City Council hereby authorizes the City Manager to execute the attached five-year agreements with HydroCorp for commercial program renewal and implementation of a residential inspection program; and

BE IT FURTHER RESOLVED that City staff is authorized to implement the agreements and budget for the associated annual costs.

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



RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Brad Whitney
City of Hart, MI

407 S State Street
Hart, MI, 49420

4/6/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646



info@hydrocorpinc.com



hydrocorpinc.com



Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City of Hart, MI (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Hart, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Hart, MI and HydroCorp, you may expect completion of the following elements within a 60 month period. The continued components of the project include:

1.1. **Program Review and Program Start-up Meeting.** Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. **Inspections.** Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. **Inspection Schedule.** Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. **Program Data.** Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. **Account Listing Information.** Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City of Hart, MI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 250.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$206.57. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

COMMERCIAL RENEWAL

The above services will be provided for:

Year	Annual Amount
Year 1	\$9,534.50
Year 2	\$9,916.00
Year 3	\$10,312.50
Year 4	\$10,725.00
Year 5	\$11,154.00
Contract Total	\$51,642.00

Contract Amount is based upon a 60 Month term and shall renew upon mutual agreement for a mutually agreed upon term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Annually Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2026.

City of Hart, MI

HydroCorp



By: Nichole Kleiner
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this **Section 4** shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this **Section 4**. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in **Section 5(c)**, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Each Party shall defend, indemnify, and hold harmless the Other Party and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of the Defaulting Party; or (b) Each Party's breach of any representation, warranty, or obligation of the Other Party in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THREE (3) TIMES THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each subsequent Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal,

and the applicable Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this

Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



SERVICE AGREEMENT

DEVELOPED FOR

Brad Whitney
City of Hart, MI

407 S State Street
Hart, MI, 49420

4/6/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

info@hydrocorpinc.com



hydrocorpinc.com



Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City of Hart, MI (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Hart, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Hart, MI and HydroCorp, you may expect completion of the following elements within a 60 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Residential Homes)
- Review/establish procedure for vacant homes.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City of Hart, MI to provide accurate account listing of active non-residential water customers with known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)

i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: Single Family and Duplex Homes

1.10. Inspection Terms. Company will perform a maximum of 430.00 inspections over the Initial Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$119.32. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

NEW RESIDENTIAL

The above services will be provided for:

Year	Annual Amount
Year 1	\$9,472.81
Year 2	\$9,851.72
Year 3	\$10,245.79
Year 4	\$10,655.62
Year 5	\$11,081.84
Contract Total	\$51,307.78

Contract Amount is based upon a 60 Month term and shall renew upon mutual agreement for a mutually agreed upon term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Annually Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 7/1/2026.

City of Hart, MI

HydroCorp



By: Nichole Kleiner
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this **Section 4** shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this **Section 4**. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in **Section 5(c)**, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Each Party shall defend, indemnify, and hold harmless the Other Party and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of the Defaulting Party; or (b) Each Party's breach of any representation, warranty, or obligation of the Other Party in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THREE (3) TIMES THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each subsequent Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal,

and the applicable Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this

Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

RESOLUTION 2026-17

City Council

City of Hart, Michigan

Oceana County

OPPOSE HOUSE BILLS 5529–5532 AND 5581–5585

WHEREAS, local governments in Michigan are granted authority under state law to plan and regulate land use in a manner that reflects the unique needs, infrastructure, and character of their communities; and

WHEREAS, local officials are best positioned to balance housing needs with infrastructure capacity, public safety, environmental considerations, and long-term community planning goals; and

WHEREAS, House Bills 5529–5532 and 5581–5585, currently under consideration in the Michigan Legislature, would impose statewide zoning mandates that preempt local authority on matters including, but not limited to, duplexes, accessory dwelling units (ADUs), minimum lot sizes, setbacks, and minimum dwelling sizes; and

WHEREAS, these bills would limit the City’s ability to implement zoning standards tailored to local conditions and infrastructure capacity; and

WHEREAS, while the City of Hart supports efforts to address housing availability and affordability, effective solutions require collaboration with local governments and recognition of community-specific needs; and

WHEREAS, one-size-fits-all mandates risk undermining thoughtful local planning efforts, infrastructure investments, and community-supported development strategies.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Hart hereby opposes House Bills 5529–5532 and 5581–5585 and any similar legislation that would preempt local zoning authority.

The City of Hart urges the Michigan Legislature to work collaboratively with local governments to develop housing solutions that respect local planning and infrastructure realities.

The City of Hart reaffirms its commitment to supporting housing solutions that are locally driven, balanced, and responsive to community needs.

The City Clerk is directed to transmit a copy of this resolution to the Governor, State Representative Curt VanderWall, State Senator Jon Bumstead, and the Michigan Municipal League.

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

Legislative Bill Package

- **HB 5529 (Grant) Land Division Act Lot Size:** Prohibits local ordinances from requiring a minimum parcel or lot size greater than 1,500 square feet for detached single-family residence where the subdivision is accessible and will be served by public water and sewer. *Hart's current minimum = 6,000 SF*
- **HB 5530 (Wortz) Lot Size:** Prohibits a minimum parcel size greater than 1,500 square feet for detached single-family residence where the parcel is accessible and will be served by public water and sewer.
- **HB 5531 (Neeley) Study Requirements:** Allows local units of government to require reasonably necessary studies in reviewing a site plan application. Limits circumstances of when additional information can be required for the same application after initial approval. Creates a 60-day decision shot clock after receipt of a site plan for a local unit of government.
- **HB 5532 (Aragona) Protest Petitions:** Expands the qualifying petition area to 300 ft and sets a 60% signature threshold.
- **HB 5581 (Kunse) Dwelling Size:** Prohibits a minimum area requirement greater than 500 square feet for a dwelling. *Hart = 720 SF min*
- **HB 5582 (Grant) Parking Requirements:** Mandates parking requirements at no more than one space per dwelling unit for multifamily residential use of property. Allows mobile homes in any residential zone. *Hart = 2 spaces for 1st dwelling unit + 1 space for each additional dwelling unit*
 - **"Mobile home"** means a structure that is transportable in 1 or more sections, built on a chassis, and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. *THIS IS SAME AS HART'S DEFINITION*
- **HB 5583 (Longjohn) Setback Requirements:** Mandates setback requirements at 15 feet or less from the front property line and five feet from the side or rear for dwellings or outbuildings if the local unit of government is located in whole or part within a metropolitan statistical area (MSA) or is located adjacent to a MSA area. *We say 25-ft < OK on jr streets* *We say 15' + 5' (20-ft total)*
- **HB 5584 (Andrews) Duplex by Right:** Creates a statewide definition of "duplex." Mandates duplexes are a permitted use in any district where single family residences are allowed and not subject to any procedures different from a single-family residence. *OK allowed in Hart*

- **HB 5585 (Meerman) Accessory Dwelling Units:** Creates a statewide definition of “accessory dwelling unit” (ADU). Mandates ADUs are permitted by right in residential zoning districts and not subject to a public hearing. ADUs are prohibited from density calculations, additional parking requirements, and owner occupancy requirements. Allows mobile homes in any residential zone. !

not allowed currently



CITY OF HART
 407 S. State St., Hart, MI 49420
 Ph: 231-873-2488 Fax: 231-873-0100
SIDEWALK DISPLAY PERMIT



DATE OF APPLICATION:

4-6-26

NAME OF BUSINESS:

Five Star Real Estate

109 E Main St. Hart MI 49420

DATE USE COMMENCE:

April 2026

TIME OPEN:

TO

DATE OF USE TERMINATION:

LOCATION

East Side Building (Parking lot side)

DESCRIPTION OF SIDEWALK USE:

Items for resale

ATM machine

To service shoppers, diners, vacationers

SPECIAL NEEDS:

NAME OF OWNER/RESPONSIBLE PARTY:

Rich Lantz (Building owner)

ADDRESS:

Chris Wenk (ATM Business owner)

CONTACT PERSON:

Rich Lantz

PHONE:

231-750-7724

FAX:

EMAIL:

Rich Lantz Real Estate@gmail.com

X

Rich Lantz

SIGNATURE OF OWNER/RESPONSIBLE PARTY

DATE

4-6-26

I am a Five Star Real Estate Agent + Building owner of 109 E Main St. Hart. (Rich Lantz) Chris Wenk is a Five Star Real Estate Agent + Business owner of the ATM Business, we want to place his ATM machine on the parking lot side of my building. Thanks Rich

PERMIT NUMBER:

APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL:

YES

OR

NO

CONDITIONS: See above referenced limitations - sidewalk use during business hours only

CITY REPRESENTATIVE'S SIGNATURE:



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: 03/23/26

NAME OF EVENT: Zumba Fitness class

DATE OF EVENT: April 20 - Sep 21 Mon - Thur TIME: 6:00 pm TO 7:00 pm

RAIN DATE OF EVENT: **MUST PROVIDE** Wheater permit from April 20 to Sep

LOCATION AND/OR ROUTE OF EVENT: John Gurney Park Hart

DESCRIPTION OF EVENT: Fitness class

SPECIAL NEEDS: No

NAME OF ORGANIZATION OR SPONSOR: Super Fitness (Rosario Mendoza)

ADDRESS:

CONTACT PERSON: Rosario Mendoza

PHONE: 231 760 39 44 FAX:

EMAIL: charlasrock@yahoo.com

X [Signature]

SIGNATURE OF EVENT COORDINATOR/SPONSOR

DATE

ALL CURRENT COVID-19 STATE MANDATED RESTRICTIONS MUST BE ADHERED TO. IT IS YOUR RESPONSIBILITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED IF YOUR APPROVED PERMIT INDICATES THAT A MEETING IS NEEDED. PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE: