

City of Hart, Michigan
CITY COUNCIL AGENDA
July 28, 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.**
6. **Consent Agenda:**
 - a. Approval of Minutes from July 14, 2026
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports
7. **Ordinances**
 - a. Second Reading & Adoption, Ordinance 2026-04 *State Cross Connection Rules (language updates to Section 1048.08)*
8. **Action Items**
 - a. Resolution 2026-40 *Authorize Execution of MDOT Contract for Safe Routes to School Project*
 - b. Resolution 2026- 41 *Authorize 3-yr IT Service Agreement with Corporate Technologies*
 - c. Resolution 2026–38 *Public Safety Millage Proposal for Nov 3 Election Ballot*
 - d. Special Event Permit Request – *Hispanic Heritage Celebration September 19th 2-11:30 pm @ Hart Commons, Parking Lot 2 – requesting road closure of State/Main Street*
 - e. *Authorize Cancellation of 8/12/26 City Council Meeting*
9. **Closed Session** to Review Attorney-Client Privileged Communication under Section 8(1)(h) of the Open Meetings Act to consider material that is exempt from disclosure under Section 13(1)(g) of the Michigan Freedom of Information Act
10. **Action Items**
 - a. *Consideration of Appeal of FOIA Response from Trey Choice*
11. **Discussion Items**
12. **City Manager Report**
13. **Communications from the Mayor and Council** (Including board and committee updates)
14. **Adjournment** –

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**CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
July 14th, 2026
MINUTES – Draft**

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

ABSENT: None

OTHERS PRESENT: City Manager – Nichole Kleiner, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, DPW Superintendent – Brad Whitney, Hart Police Chief Juan Salazar, Trey Choice, Shelbie Chophonis, Sharon Hallack and Christine Juska

APPROVAL OF AGENDA:

- A. Mullen motioned to agenda and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- Sharon Hallack please welcome Shelbie Chophonis, Shelbie is a Hart High School graduate who was the editor of the school paper and is new to the Oceana Echo.
Also, there are a few changes with the Echo, it is still going to be free to all, but we all know someone who does not read the paper or does not wish to receive it, so please let the Echo know if you DO NOT wish to receive a paper.
Thank you to the City Council and City support.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- None

CONSENT AGENDA:

- Approval of minutes from June 23rd, 2026
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - B. Root motioned to approve the Consent Agenda, and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

ORDINANCES:

- First Reading, Ordinance 2026-04 State Cross Connection Rules (language updates)
1048.08 State Cross Connection Rules Adopted
(a) The City hereby adopts by reference the Water Supply Cross Connection Rules of the **Michigan Department of Environment, Great Lakes and Energy (EGLE)** being R325.11401 through R325.11407 of the Michigan Administrative Code as it presently exists.
(b) The City of authorized representative shall cause inspections to be made of all properties served by the public water supply where cross connection with the public water supply is deemed possible for the purpose of enforcing this section. The frequency of inspections and re-inspections based on potential health hazards involved shall be established by the City and as approved by **EGLE**.
(c) All testable backflow prevention devices shall be tested, at owner's expense, upon installation, relocation and/or repair to be sure that the device is working properly. Subsequent inspection, testing and/or repair of devices shall be conducted, at owners' expense, on an annual basis or as required by the City and its accordance

with the **Michigan Department of Environment, Great Lakes and Energy** requirements. Only individuals that are approved and a licensed plumber that holds an active ASSE 5110 tester's certification shall be qualified to perform such testing. Individual(s) shall certify the results of his or her testing and forward said results to the City.

(d) On request, the owner, lessee or occupant of any property served by the public water system of the City shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal to access, when requested, shall be prima-facie evidence of the presence of a cross connection.

(e) Upon refusal of access or the unavailability of the owner, lessee or occupant, the City, or authorized representative, may obtain a search warrant through the City Attorney to enter any property served by a connection to the public water system of the City for the purpose of inspecting the piping systems thereof for cross connections. However, a warrant need not be obtained in cases where there is imminent danger of contamination to the public water system.

(f) The City is hereby authorized and directed to discontinue water service, after reasonable notice, to any property wherein any connection in violation of this section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. However, said notice shall inform the owner, lessee or occupant of the property of his or her right, if he or she elects in writing within five days from receipt of said notice to a hearing at the next regularly scheduled City Council meeting to determine whether or not his or her water service should be terminated. Further, water service may be terminated without notice and/or hearing in cases where there is imminent danger to the public water system. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with the provisions of this section.

(g) The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this section and by the State of Michigan Plumbing Code. Any water outlet which could be used for potable or domestic purposes, and which is not supplied by the potable system must be labeled in a conspicuous manner as: "Water Unsafe for Drinking."

(h) This section does not supersede the State of Michigan Plumbing Code or any City ordinance but is supplementary to them.

(i) No person shall violate any of the provisions of this section, or any written order of the City in pursuance thereof.

(j) Any person found guilty of violation of any of the provision of this section or nay written order of the City, in pursuance thereof shall be punished as a civil infraction by a fine of not less than five hundred dollars (\$500.00) nor more than one thousand five hundred dollars (\$1,500) for each violation. Each day upon which a violation of the provisions of this act shall occur shall be deemed a separate and additional violation for the purpose of this section

(Ord. 2005-2. Passed 3-21-05.)

ACTION ITEMS:

- Resolution 2026-34 Employee Handbook Amendments

WHEREAS, the City Council has reviewed proposed amendments to Sections 2.7 and 7.7 of the City of Hart Employee Handbook; and

WHEREAS, the proposed amendments clarify the administration of non-union (exempt) and non-member union employee benefits and remove language that is no longer consistent with the City's personnel practices; and

WHEREAS, the City Council finds it appropriate to authorize the City Manager to make future administrative and non-substantive revisions to the Employee Handbook.

NOW, THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL hereby:

1. *Approves the amendment to Section 2.7 and the removal of Section 7.7 of the Employee Handbook.*
2. *Authorizes the City Manager to make administrative, formatting, legal compliance, and other non-substantive revisions to the Employee Handbook without further Council approval.*

3. *Requires City Council approval for any future revisions affecting employee compensation, benefits, leave, retirement, disciplinary procedures, employee rights, collective bargaining obligations, or matters with a budgetary impact.*

- J. Cunningham motioned to approve Resolution 2026-34 and was supported by A. Mullen

· Ayes: 7 Nays: 0 Absent: 0

■ Resolution 2026-36 Option Agreement for 3 E Main St

WHEREAS, the City of Hart Tax Increment Finance Authority owns property located at 3 East Main Street; and
WHEREAS, the City and the Tax Increment Finance Authority desire to facilitate the potential redevelopment of the property through an Option Agreement with Avannella Development, LLC; and
WHEREAS, the City Council finds it to be in the best interest of the City to authorize execution of the Option Agreement.

NOW, THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL hereby:

Authorizes the City Manager, acting on behalf of the City of Hart and the Hart Tax Increment Finance Authority as appropriate, to execute the Option Agreement with Avannella Development, LLC for the property located at 3 East Main Street, together with such non-substantive modifications as may be approved by the City Attorney.

- C. Burillo motioned to approve Resolution 2026-36 and was supported by A. Mullen

· Ayes: 7 Nays: 0 Absent: 0

■ Resolution 2026-37 Energy Department Safety Program

WHEREAS, the City of Hart solicited proposals for crew observation safety services for the Electric Department; and

WHEREAS, Alpha Omega Utility Services submitted the lowest responsive proposal and provides the City the flexibility of a one-year agreement; and

WHEREAS, the City Council finds it to be in the best interest of the City to accept the proposal.

NOW, THEREFORE BE IT RESOLVED BY THE HART CITY COUNCIL hereby

Accepts the proposal from Alpha Omega Utility Services and authorizes the City Manager to execute the agreement and any related documents necessary to implement the services.

- A. Mullen motioned to approve Resolution 2026-37 and was supported by C. Burillo

· Ayes: 7 Nays: 0 Absent: 0

■ Resolution 2026-38 Public Safety Millage Rate & Ballot Language

WHEREAS, the City Council finds that maintaining effective police protection, fire protection, emergency response, and public safety services is essential to protecting the health, safety, and welfare of the residents on the City of Hart; and

WHEREAS, the City Council has determined that additional dedicated funding is necessary to maintain and improve public safety personnel, emergency response capabilities, equipment, vehicles, apparatus, facilities, technology, training, capital improvements, and related operational needs; and

WHEREAS, the City Council desires to submit to the qualified electors of the City of Hart a proposal for a new additional public safety millage at the November 3, 2026, General Election.

NOW, THEREFORE BE IT RESOLVED, THAT THE HART CITY COUNCIL hereby:

Section 1. Ballot Proposal

The Following proposal shall be submitted to the qualified electors of the City of Hart at the November 3, 2026, General Election:

Public Safety Millage Proposal

Shall the City of Hart be authorized to levy up to _____ mills (\$_____ per \$1,000 of taxable value) for a period of ten (10) years, beginning with the 2027 tax levy and continuing through the 2036 tax levy, inclusive, for the purpose of providing funds for police protection, fire protection, emergency response services, public safety

personnel, training, vehicles, apparatus, equipment, facilities, technology, capital improvements, and related public safety operational expenses?

The estimated revenue to be collected by the City of Hart if the millage is approved and levied in the first year is approximately \$_____.

☐

Yes

☐

No

Section 2. Certification

The City Clerk is hereby authorized and directed to certify this ballot proposal to the Oceana County Clerk and to take all actions necessary to place the proposal on the November 3, 2026, General Election ballot in accordance with applicable law:

Section 3. Administrative Revisions

The City Clerk, City Manager and City Attorney are authorized to make any non-substantive revisions to the ballot language or election documents required by the Oceana County Clerk or the Michigan Bureau of Elections, provided such revisions do not alter the internet or substance of this Resolution.

- Upon Discussion B. Root motioned to table Resolution 2026-38 and discuss different millage rates, options and was supported by C. Burillo

· Ayes: 7 Nays: 0 Absent: 0

■ Resolution 2026-39 Water Tower Easement Agreement – EIP Holdings IV

WHEREAS, the City of Hart is the owner of the municipal water tower property located at 3701 Spencer Farm Road, Hart Michigan; and

EIP Holdings IV, LLC has offered to purchase certain easement rights associated with the property for the purpose of managing and leasing wireless communications facilities; and

WHEREAS, under the proposed transaction, the City will receive **Seven Hundred Thousand Dollars (\$700,000)** at closing together with the opportunity to receive ongoing revenue sharing from future wireless

communications tenants as Provided in the Letter Agreement; and

WHEREAS, the City Council has reviewed the proposed Letter Agreement and Easement Agreement and finds that entering into the transaction is in the best interests of the City.

NOW, THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL hereby,

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute the Letter Agreement and Easement Agreement between the City of Hart and **EIP Holdings IV, LLC, substantially in the form presented to the City Council**, together with such non-substantive revisions and modifications as may be approved by the City Attorney.

Section 2. The Mayor and City Clerk, City Manager and other appropriate City officials are further authorized to execute any additional closing documents, certifications, affidavits, or other instruments necessary to complete the transaction consistent with this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

- A. Mullen motioned to approve Resolution 2026-39 and was supported by J. Cunningham

· Ayes: 7 Nays: 0 Absent: 0

SPECIAL EVENTS PERMIT REQUESTS:

- Hart Girls Basketball Drive, requesting use of Polk/State intersection for collection fundraiser
 - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Seneca Fire Suppression Project Update

Brad Whitney, Public Works Superintendent and Nichole Kleiner City Manager recently met with Dirk Williams, General Manager of Seneca Foods, to discuss the fire suppression solution Seneca has selected.

The proposed project would extend a 16-inch water main from the City's water tower to Oceana Drive, connect it to the existing 12-inch main from Polk Road, and replace the existing 8-inch line serving Seneca's U Warehouse with a new 12-inch line. The project would also create a looped water system and add a fire hydrant along Oceana Drive.

The estimated project cost is \$495,582, including \$361,922 for City water system improvements, \$91,460 for Seneca's improvements and \$42,200 for engineering services.

This project aligns with one of the City's highest-priority water system capital improvements while also addressing Seneca's fire suppression needs. Seneca has indicated a willingness to consider a long-term repayment arrangement for the City's share of the project.

This memo is for informational purposes only. Staff will continue reviewing budget projections, consulting with our engineers and City Attorney, and will return to Council with recommendations for a funding and partnership approach that supports both Seneca's needs and the City's long-term infrastructure goals.

- IT Services Proposals

Just wanted to keep on the radar as our current IT Contract is up in September so along with our current provider's proposal, the City has obtained 2 more.

CITY MANAGER'S REPORT:

- Hart Sparks had a huge turnout with fireworks going off just before the rainfall.
- Cross connection inspection letters from HydroCorp will be going out to residents soon.
- Celebrated ribbon cuttings at Radiant Church & Merchantpunk Trading Co.
- Enforcement proceedings at 109 Union St (fire damaged blacksmith shop) have begun.

Events:

- Thursday's @ 6:30 – Music on the Commons
- Friday's @ 7:00 – Hart Historic District's Music Series
- 08/06/2026 – BioPure and Hart Commons Ribbon Cutting Celebration – 1pm

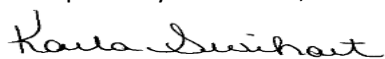
COMMUNICATION FROM MAYOR AND COUNCIL:

- Mayor Klotz has been attending the Fire Authority meetings. Next meeting is Tuesday July 21st.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:05pm. The next regularly scheduled meeting will be on July 28th, 2026, at 7:30 pm.

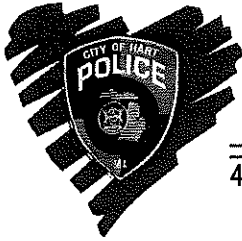
Respectfully Submitted,



Karla Swihart, City Clerk

Payables Date 07.29.2026	Description	Total	General +	DPW	Energy	BPTF	Water
A & L Great Lakes Lab, Inc.	Lab Testing Services	\$ 86.00				\$ 86.00	
Absopure Water	Water	\$ 57.39			\$ 57.39		
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				
ASCAP	License Renewal - Public Music	\$ 465.58			\$ 465.58		
Blue Cross Blue Shield of Michigan	Retirees Medical Insurance	\$ 4,122.20	\$ 2,061.10		\$ 2,061.10		
Cedar Crest Dairy	Ice Cream - JGP Campstore	\$ 221.81	\$ 221.81				
Charter	Internet - Hart Commons	\$ 125.00	\$ 125.00				
CR Meyer and Sons	DAM Inspection/Leak Repair	\$ 14,422.40			\$ 14,422.40		
Environmental Systems Research Inst.	Annual GIS Maintenance Contract	\$ 810.00			\$ 810.00		
First Net	Dept. Hotspots	\$ 306.18	\$ 43.74		\$ 174.96	\$ 43.74	\$ 43.74
First Net	Police Modems	\$ 89.46	\$ 89.46				
Fourth Line Power Engineering LLC	Powers Substation Transformer	\$ 2,720.00			\$ 2,720.00		
Frontier	Internet - JGP	\$ 99.99	\$ 99.99				
Gillison's Variety Fabrication	Parts/Supplies	\$ 95.42				\$ 95.42	
Great Lakes Energy	Utilities	\$ 80.14				\$ 80.14	
Hallack Contracting	Road Gravel	\$ 273.00		\$ 273.00			
Hart Area Fire Board	4th QTR Contribution	\$ 15,000.00	\$ 15,000.00				
Huntington Bank	Credit Card Statement - June 2026	\$ 10,630.80	\$ 3,908.34	\$ 3,740.80	\$ 2,594.55	\$ 387.11	
Hydrocorp LLC	Annual Cross Connection Program (Residential)	\$ 9,472.81					\$ 9,472.81
IDEXX	Lab Supplies/Chemicals	\$ 5,055.73				\$ 5,055.73	
Interstate Billing Service	Conduit	\$ 23,366.00			\$ 23,366.00		
Keystone Cooperative	Fuel	\$ 1,064.70				\$ 1,064.70	
KISM, LLC	2025-2026 Annual SCADA Monitoring (past due)	\$ 17,968.00				\$ 17,968.00	
KISM, LLC	2026-2027 Annual SCADA Monitoring (current)	\$ 17,968.00				\$ 17,968.00	
Lawson-Fisher Associates	DAM Licensing	\$ 1,057.97			\$ 1,057.97		
Lawson-Fisher Associates	DAM PSP Update	\$ 1,200.00			\$ 1,200.00		
Lawson-Fisher Associates	DAM WQ Monitoring	\$ 8,112.91			\$ 8,112.91		
Maner Costerisan	Chart of Accounts	\$ 260.00	\$ 260.00				
Medler Electric	Parts/Supplies	\$ 14.10			\$ 14.10		
Michigan Electric Transmission Co	O&M Agreement Flatcost 2025 Charge	\$ 63.70			\$ 63.70		
MPPA	Purchased Power - 7/14	\$ 56,768.29			\$ 56,768.29		
MPPA	Billing Summary - July 2026	\$ 126,714.81			\$ 126,714.81		
MPPA	Purchased Power - 7/21	\$ 6,076.42			\$ 6,076.42		
Offie Machines Co.	Copier Lease -PD	\$ 52.49	\$ 52.49				
Peerless Midwest	Annual Well & Pump Testing 2026	\$ 2,000.00					\$ 2,000.00
Permission Base	City Website Deposits	\$ 10,000.00	\$ 6,250.00		\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
Pitney Bowes	Postage	\$ 502.25	\$ 125.57		\$ 125.56	\$ 125.56	\$ 125.56
Power Line Supply	Parts/Supplies	\$ 54.20			\$ 54.20		
Power Line Supply	Tools	\$ 147.75			\$ 147.75		
Power Line Supply	Parts/Supplies	\$ 159.04			\$ 159.04		
Power Line Supply	Parts/Supplies	\$ 881.76			\$ 881.76		
Power Line Supply	Parts/Supplies	\$ 349.34			\$ 349.34		
Power Line Supply	Parts/Supplies	\$ 138.00			\$ 138.00		
Power Line Supply	Parts/Supplies	\$ 654.06			\$ 654.06		
Prein & Newhof	2221057 Wastewater Improvements	\$ 1,550.00				\$ 1,550.00	
Prein & Newhof	2221070 Dryden & Wood St Reconstruction	\$ 621.50		\$ 621.50			
Prein & Newhof	2250992 State St Reconstruction	\$ 6,682.25		\$ 6,682.25			
Prein & Newhof	2221059 BioPure Facility Construction	\$ 10,898.25				\$ 10,898.25	
Prein & Newhof	2250631 Downtown Streetscape	\$ 24,019.56		\$ 24,019.56			
Quill	Office Supplies	\$ 115.56				\$ 115.56	
Republic Services	Garbage Services - JGP	\$ 2,357.66	\$ 2,357.66				
Republic Services	Garbage Services - Bike Trail	\$ 73.76	\$ 73.76				

[illegible]



City of Hart Police Department

407 State Street

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

Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: July 28th, 2026

RECENT EVENTS

From Thursday, July 9th, 2026, through Wednesday, July 22nd, 2026, the Hart Police Department received 70 complaints ranging from Fraud Complaints, Trespassing Complaints, Assist to Other Agencies, Motorist Assists, Property Damage Crashes, Medical Assists, Suspicious Situations, Animal Complaints, Juvenile Complaints, Traffic Hazards, Well-Being Checks, and Larceny Complaints.

On Thursday, July 9th, 2026, the Hart Police Department was dispatched to the 200 block of Oceana Drive regarding a Fraud Complaint. A local business reported that a 52-year-old Hart woman filed a dispute with her credit card company after receiving services to her vehicle in excess of \$500.00 in May 2026. The woman was successful in her dispute, and the funds were returned. An investigation is ongoing.

On Friday, July 10th, 2026, the Hart Police Department was dispatched to the 600 block of Water Street, referencing a Larceny Complaint. A 29-year-old Hart man reported his e-bicycles stolen in June 2026. The man believed at the time he had located his stolen e-bicycle, which was being sold via a social media website in Ravenna, Michigan. The officer contacted law enforcement in Muskegon County, who contacted the Hart man. It was determined the e-bicycle the man located on the social media website was not his stolen e-bicycle.

On Saturday, July 11th, 2026, the Hart Police Department was dispatched to the 100 block of Peach Street, regarding a Juvenile Complaint. A 40-year-old Hart woman reported her 17-year-old son, who is autistic, was out of control and destroying property. The woman explained that her son, who was seated in a vehicle, was hitting himself, along with damaging items around him, and also damaging (smashing) the rear driver-side window of the vehicle. The woman's son was noted to have injuries to his wrists. The woman's son eventually was able to calm down, exiting the vehicle and entering the home. LIFE EMS also responded to the scene and tended to the woman's son's injuries. The woman later explained that law enforcement was no longer needed and would contact law enforcement if her son again began harming himself. The boy was turned over to the woman without incident.

On Friday, July 10th, 2026, the Hart Police Department was dispatched to the 100 block of Hart Street, referencing a suspected child abuse. A 28-year-old Hart woman is alleged to have struck, with a shoe, a 3-year-old boy on the upper right thigh, leaving an obvious bruise. An investigation is ongoing with the State of Michigan Department of Health and Human Services Child Protective Services Division.

Tuesday, July 14th, 2026, the Hart Police Department was dispatched to the 10 block of Water Street, regarding a juvenile in possession of marijuana. A 40-year-old Hart woman reported locating marijuana in her son's, a 15-year-old boy's, bedroom. The woman also located several Vape products in the boy's bedroom. The boy admitted to the responding officer that the items were indeed marijuana. The boy was cited for possession of marijuana. The boy was turned over to the woman without incident.

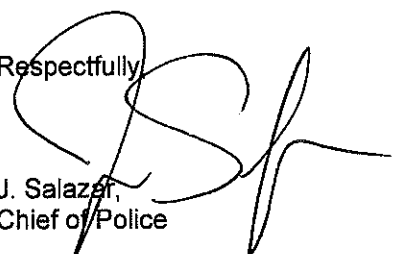
On Saturday, July 18th, 2026, the Hart Police Department was dispatched to the 600 block of Griswold Street, regarding an active breaking and entering of a vehicle. A 23-year-old Hart woman reported seeing an individual within her unlocked vehicle in her driveway. The woman exited her home, yelling at the individual, who exited the vehicle, running west away from the home. The officer searched the area and was unable to locate the individual. An investigation is ongoing.

On Wednesday, July 22nd, 2026, the Hart Police Department was dispatched to the 4000 block of Polk Road, referencing a Disturbance. A 46-year-old Hart woman entered the business, causing a disturbance, yelling at staff regarding a payroll check for a family member who had just quit the business the same day, a 23-year-old Hart woman. The woman was advised several times to leave the establishment but refused. The woman was located and served with a No Trespass Order, prohibiting the woman from returning to the business. A report will be submitted to the Oceana County Prosecutor's Office.

On Wednesday, July 22nd, 2026, the Hart Police Department was dispatched to a Suspicious Vehicle parked in the 400 block of Griswold Street. An 81-year-old Hart man reported a motorcycle, a 2014 Yamaha Star, to be parked in a parking lot for 1-2 weeks. The officer ran the VIN (Vehicle Identification Number) on the vehicle in LEIN (Law Enforcement Information Network) as the motorcycle did not display a registration plate. The motorcycle was returned as stolen out of the Ottawa County Sheriff's Office as of June 26th, 2026. An investigation is ongoing.

Respectfully,

J. Salazar,
Chief of Police



1048.08 STATE CROSS CONNECTION RULES ADOPTED.

- (a) The City hereby adopts by reference the Water Supply Cross Connection Rules of the Michigan Department of ~~Environmental Quality~~, Environment, Great Lakes and Energy (EGLE) being R325.11401 through R325.11407 of the Michigan Administrative Code as it presently exists.
- (b) The City or authorized representative shall cause inspections to be made of all properties served by the public water supply where cross connection with the public water supply is deemed possible for the purpose of enforcing this section. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the City and as approved by ~~the Michigan Department of Environmental Quality~~, EGLE
- (c) All testable backflow prevention devices shall be tested, at owner's expense, upon installation, relocation and/or repair to be sure that the device is working properly. Subsequent inspection, testing and/or repair of devices shall be conducted, at owner's expense, on an annual basis or as required by the City and in accordance with the Michigan Department of Environmental ~~Quality~~, Greatlakes and Energy requirements. Only individuals that are approved and ~~State of Michigan certified-a licensed plumber that holds an active ASSE 5110 tester's certification~~ shall be qualified to perform such testing. Individual(s) shall certify the results of his or her testing and forward said results to the City.
- (d) On request, the owner, lessee or occupant of any property served by the public water system of the City shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal to access, when requested, shall be prima-facie evidence of the presence of a cross connection.
- (e) Upon refusal of access or the unavailability of the owner, lessee or occupant, the City, or authorized representative, may obtain a search warrant through the City Attorney to enter any property served by a connection to the public water system of the City for the purpose of inspecting the piping systems thereof for cross connections. However, a warrant need not be obtained in cases where there is imminent danger of contamination to the public water system.
- (f) The City is hereby authorized and directed to discontinue water service, after reasonable notice, to any property wherein any connection in violation of this section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. However, said notice shall inform the owner, lessee or occupant of the property of his or her right, if he or she so elects in writing within five days from receipt of said notice, to a hearing at the next regularly scheduled City Council meeting to determine whether or not his or her water service should be terminated. Further, water service may be terminated without notice and/or hearing in cases where there is imminent danger to the public water system. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with the provisions of this section.
- (g) The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this section and by the State of Michigan Plumbing Code. Any water outlet which could be used for potable or domestic purposes and which

is not supplied by the potable system must be labeled in a conspicuous manner as: "Water Unsafe for Drinking."

(h) This section does not supersede the State of Michigan Plumbing Code or any City ordinance, but is supplementary to them.

(i) No person shall violate any of the provisions of this section, or any written order of the City in pursuance thereof.

(j) Any person found guilty of violating any of the provision of this section or any written order of the City, in pursuance thereof shall be punished as a civil infraction by a fine of not less than five hundred dollars (\$500.00) nor more than one thousand five hundred dollars (\$1,500) for each violation. Each day upon which a violation of the provisions of this act shall occur shall be deemed a separate and additional violation for the purpose of this section.

(Ord. 2005-2. Passed 3-21-05.)

RESOLUTION 2026-40

***City Council
City of Hart, Michigan
Oceana County***

**AUTHORIZE EXECUTION OF MDOT CONTRACT FOR THE SAFE ROUTES TO
SCHOOL PROJECT**

WHEREAS, the Michigan Department of Transportation ("MDOT") has prepared Contract No. 26-5298 for the construction of a Safe Routes to School non-motorized pathway project within the City of Hart under the Transportation Alternatives Program; and

WHEREAS, the project includes construction of a shared use path and associated pedestrian improvements along portions of Water Street, Johnson Street, Peach Avenue, Plum Street, and Main Street/Tyler Road, together with related improvements;

WHEREAS, the estimated construction cost of the project is \$1,196,300, with Federal Transportation Alternatives Program funding not to exceed \$888,861, representing approximately 81.85% of eligible project costs, leaving an estimated City local share of \$307,439, subject to final project costs;

WHEREAS, the City is required to execute the MDOT contract, provide its local share of eligible costs, and assume responsibility for future maintenance and operation of the completed improvements as provided in the contract; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hart, Oceana County, Michigan, as follows:

- 1. The City Council hereby approves MDOT Contract No. 26-5298 for the Safe Routes to School (Transportation Alternatives Program) Project.*
- 2. The City of Hart agrees to participate in the project by providing the required local share of eligible project costs, together with any project costs that are the responsibility of the City under the terms of the agreement.*
- 3. The City acknowledges and accepts responsibility for the future operation and maintenance of the completed project improvements as required by the contract.*
- 4. The Mayor and City Clerk are hereby authorized and directed to execute MDOT Contract No. 26-5298 and any other documents necessary to carry out the intent of this resolution.*
- 5. The City Clerk is authorized to certify this resolution and transmit a certified copy to the Michigan Department of Transportation as required by the contract.*

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

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

TAP

DA

Control Section	TAL 64000
Job Number	213283CON
Project	26A0737
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	26-5298

PART 1

THIS CONTRACT, consisting of PART 1 and PART 2 (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF HART, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Hart, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "1", dated July 9, 2026, attached hereto and made a part hereof:

Hot mix asphalt shared use path along the west side of Water Street from Wood Street to Johnson Street, along the south side of Johnson Street from Water Street to Peach Avenue, along the west side of Peach Avenue from Johnson Street heading northerly and westerly to the west side of Plum Street to Main Street, and along the north side of Main Street/Tyler Road from Plum Street to Spencer Road, including crossing improvements at Main Street, Plum Street, 72nd Avenue, Tyler Road, at trail near Wood Street/Water Street intersection, at Water Street/Johnson Street intersection, at Peach Avenue, Riverside Drive, and midblock between Orchard Avenue and Riverside Drive, including archeological monitoring, clearing and stump removal, grading, subbase and aggregate base, drainage, retaining wall, concrete curb and gutter, sidewalk, curb ramps, fencing, delineators, rectangular rapid flashing beacons, pedestrian pushbuttons, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART 1 and PART 2 refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART 2, Section 2 of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:
 - A. At no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.

- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$888,861 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(l) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART 2 that are applicable to a Federally funded project.

In the event of any discrepancies between PART 1 and PART 2 of this contract, the provisions of PART 1 shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any

hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with EGLE and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in

accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY

highway as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF HART

By
Title:

By
Title

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
for Department Director MDOT



EXHIBIT 1

July 9, 2026

CONTROL SECTION	TAL 64000
JOB NUMBER	213283CON
PROJECT	26A0737

ESTIMATED COST

Contracted Work	\$1,196,300
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ESTIMATED COST PARTICIPATION

Less Federal Surface Transportation Funds*	\$888,861
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BALANCE (REQUESTING PARTY'S SHARE)	\$307,439
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*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

DOT
BUREAU OF DEVELOPMENT
10-03-25

PART 2

STANDARD AGREEMENT PROVISIONS

SECTION 1 COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION 2 PROJECT ADMINISTRATION AND SUPERVISION

SECTION 3 ACCOUNTING AND BILLING

SECTION 4 MAINTENANCE AND OPERATION

SECTION 5 SPECIAL PROGRAM AND PROJECT CONDITIONS

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at Michigan.gov/MDOT-ADA.

10-06-25

SECTION 1
COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements set forth in the sections of Title 2, Title 23, Title 29 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. 23 CFR 172: Procurement, Management, and Administration of Engineering and Design Related Service Contracts
 - b. 23 CFR 635 Subpart A: Contract Procedures
 - c. 29 CFR 97: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. Construction
 - a. 2 CFR 184: Buy America Preferences for Infrastructure Projects
 - b. 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - c. 23 CFR 140 Subpart E: Administrative Settlement Costs-Contract Claims
 - d. 23 CFR 635 Subpart A: Contract Procedures
 - e. 23 CFR 635 Subpart B: Force Account Construction
 - f. 23 CFR 645 Subpart A: Utility Relocations, Adjustments and Reimbursement
 - g. 23 CFR 645 Subpart B: Accommodation of Utilities
 - h. 23 CFR 655 Subpart F: Traffic Control Devices on Federal-Aid and Other Streets and Highways
 - i. 29 CFR 97 Subpart C: Post Award Requirements
 - 3. Modification or Construction of Railroad Facilities
 - a. 23 CFR 140 Subpart I: Reimbursement for Railroad Work

b. 23 CFR 646 Subpart B: Railroad-Highway Projects

- C. The political subdivisions party to this contract on those Federally funded projects which exceed a total cost of One Hundred Thousand Dollars (\$100,000.00) stipulate the following with respect to their specific jurisdictions:
1. That any facility to be utilized in performance under or to benefit from this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended including Public Law 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Public Law 100-4), Executive Order 11738, and regulations in implementation thereof, is not listed on the date of the contract award, on the U.S. Environmental Protection Agency (EPA) Enforcement and Compliance History Online Database or Watch List.
 2. That they each agree to comply with all of the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines issued thereunder.
 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT and the U.S. EPA, Assistance Administrator for Enforcement, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA Enforcement and Compliance History Online Database or Watch List.
 4. That they each agree to include or cause to be included the requirements of the preceding three (3) paragraphs, in every nonexempt contract.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION 2
PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate. Therefore, if such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing to cancel the PROJECT, within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit, if applicable, less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.
- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for

reimbursement shall be in accordance with clearly defined cost criteria such as 48 CFR Part 31, 23 CFR Part 140, 2 CFR 200, as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for preliminary engineering and/or construction engineering inspection and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" 23 CFR 172, which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, The Office of Rail of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of Public Act 299 of 1980, Section 339.2001, as well as in accordance with the provisions of policies of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those

instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION 3 ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall:

- a. Respond in writing to the Bureau responsible or the DEPARTMENT indicating whether or not it concurs with the audit report.
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense.
- c. Submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE".

The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no

opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

Agencies expending a total of One Million Dollar (\$1,000,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The One Million Dollar (\$1,000,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.

Agencies expending less than One Million Dollars (\$1,000,000.00) in FEDERAL funds must submit a letter to the DEPARTMENT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of FEDERAL funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to:

Michigan Department of Transportation
Financial Operations Division Budget,
Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website www.fac.gov.

Agencies must also comply with applicable STATE laws and regulations relative to audit requirements.

Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.

All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

The DEPARTMENT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the requirements described in this section for all subcontracted work.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FHWA Guidelines.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHWA Guidelines and the procedures of the DEPARTMENT.
 - a. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than One Thousand Dollars (\$1,000.00) shall be submitted to the DEPARTMENT unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".
 - b. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

4. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the Michigan Transportation Fund (MTF) and any applicable working capital deposit required by the REQUESTING PARTY. Receipt of progress payments from the REQUESTING PARTY of Federal Funds, State Local Bridge Funds, and Transportation Economic Development Funds will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than One Thousand Dollars (\$1,000.00) will be made unless it is a final billing or combined with other REQUESTING PARTY projects. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit as applicable.
2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefore as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days of notification, the DEPARTMENT, is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.
3. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in 2 CFR Part 200 requirements.
4. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION 4 MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to 23 CFR 645 Part B: Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

- C. On projects involving the mobility of bicyclists, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facilities constructed as the PROJECT except those for maintenance purposes or mobility for persons with disabilities.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION 5
SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information, as may be required, under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 252-253 as amended, being Title 42 U.S.C. Sections 1981 and 2000d-2000d42 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at Michigan.gov/MDOT-ADA.

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Michigan Department
of Transportation
3971 (02/2026)

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised February 2026

APPENDIX B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- o withholding payments to the contractor under the contract until the contractor complies; and/or
 - o cancelling, terminating, or suspending a contract, in whole or in part.
- Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant 64 thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Revised September 2025

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:
 - o The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
 - o The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

MEMORANDUM

To: Mayor and City Council

From: Nichole Kleiner, City Manager

Date: July 28, 2026

Subject: Managed Information Technology Services Agreement

The City's current information technology (IT) support agreement with GraCon expires on July 31, 2026. To ensure uninterrupted IT services, staff solicited proposals from multiple managed service providers and evaluated each based on services offered, cost, and the City's operational needs.

The City's IT costs with GraCon increased from approximately **\$837 per month in 2025** to **\$1,504 per month in 2026** due to the purchase of additional support hours (this does not include hours associated with the cyber incident). Both Corporate Technologies and Catchmark Technologies propose comprehensive managed IT services for a fixed monthly fee, including unlimited help desk support, onsite service, server and workstation management, network monitoring, security updates, and backup monitoring. Corporate Technologies also includes a one-time onboarding fee of **\$1,575**.

Staff contacted neighboring municipalities currently using each provider. The City of Montague reported a positive experience with Corporate Technologies, while the City of Whitehall reported a positive experience with Catchmark Technologies. Based on those references and the proposals received, staff believes either provider would meet the City's technology needs.

Service	GraCon (Current Provider)	Corporate Technologies	Catchmark Technologies
Estimated Annual Cost	\$18,048	\$18,900*	\$20,640
Estimated Monthly Cost	\$1,504	\$1,575	\$1,720
Pricing Model	Monthly + additional hourly labor	Fixed monthly	Fixed monthly
Unlimited Help Desk Support	No	✓	✓
Unlimited Onsite Support	No	✓	✓
24/7 System Monitoring	Limited	✓	✓
Desktop & Server Management	Limited	✓	✓
Network Management	Limited	✓	✓

Service	GraCon (Current Provider)	Corporate Technologies	Catchmark Technologies
Microsoft 365 Administration	Limited	✓	✓
Security Updates & Patch Management	Limited	✓	✓
Backup Monitoring & Management	Limited	✓	✓
Predictable Monthly Cost	No	✓	✓
Local Office	Grand Haven	Grand Rapids	Whitehall

*Plus a one-time onboarding fee of \$1,575.

Staff Recommendation: Both proposals represent a significant improvement over the City's current IT support model. Staff recommends Corporate Technologies based on its comparable level of service and lower annual cost. However, Council may also wish to consider Catchmark Technologies, which maintains a local office in Whitehall.

Recommended Action: Approve the attached resolution authorizing the City Manager to execute a Managed Information Technology Services Agreement with either **Corporate Technologies** or **Catchmark Technologies**, as directed by City Council.



MANAGED IT SERVICES AGREEMENT

CITY OF HART

6/25/2026

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OVERVIEW

CatchMark Technologies (“CMT”) is pleased to present this Managed IT Services Agreement to City of Hart (“Client”). This document provides a comprehensive overview of our Managed IT Services and expectations.

COST MODEL

CMT’s Managed IT Services utilizes a transparent, consumption-based support model. Each service is priced individually and measured by the number of devices, users, applications, or other supported assets, as applicable. The total monthly service cost is calculated based on the quantity of supported assets and the associated service rates outlined in this Agreement.

The initial supported asset counts, provided by the Client or identified by CMT during onboarding, serve as the basis for the initial agreement. Supported asset counts are reviewed at least quarterly to ensure service quantities and billing remain aligned with the Client's environment. Service fees may be adjusted based on changes identified during these reviews.

CMT reserves the right to adjust service quantities and associated fees outside of the standard quarterly review cycle when material changes occur within the Client environment. Material changes may include, but are not limited to, significant increases or decreases in users, devices, locations, applications, services, licensing requirements, or other supported systems.

Third-party licensing, subscriptions, cloud services, hardware, software, and usage-based vendor charges are billed separately from Managed Services fees unless otherwise stated in writing.

CLIENT REQUIREMENTS

- PCs, servers, network equipment, and other supported infrastructure should generally be less than five (5) years old. Systems approaching or exceeding five (5) years of age may be identified for replacement, remediation, or lifecycle planning as part of the ongoing support relationship.
- Systems older than five (5) years may be considered unsupported, conditionally supported, or subject to additional remediation requirements, project work, replacement recommendations, or additional service charges at CMT's discretion. Support limitations may apply to aging hardware that no longer meets vendor support requirements, security standards, performance expectations, or best operational practices.
- If equipment exceeding the recommended lifecycle experiences failure, replacement, restoration, migration, or recovery activities may be billed separately from the monthly Managed Services fees.

ENVIRONMENT DOCUMENTATION & SECURITY

CMT utilizes the IT Glue documentation platform to document the Client environment as systems, devices, software, and services are identified throughout the support relationship. Documentation may include PCs, servers, applications, routers, switches, firewalls, wireless access points, cloud services, and other hardware or software components present within the environment.

CMT understands the importance of maintaining the security and confidentiality of the Client's systems, data, and technology environment. Access to Client systems and information is restricted to authorized personnel and secured through password-protected systems and multi-factor authentication (MFA) where supported.

CMT utilizes secure cloud-based and software-as-a-service (SaaS) platforms to manage and support Client environments. These systems are designed to provide additional layers of operational and access security while limiting unnecessary onsite exposure or localized storage of sensitive information.

Client access to documentation or managed systems may be provided upon request and limited to authorized representatives.

SERVICE LEVELS

Standard support hours are Monday to Friday, 7:00 AM to 5:00 PM EST, excluding public holidays. Support services outside of the scope of this agreement will be provided at the following rates:

Rate Type	Description	Rate	Billing Requirements
Standard Support Hours	Services performed between 7:00 AM to 5:00 PM EST	\$140/hour	Quarter-hour
Weekday After Hours	Services performed before 7:00 AM EST and after 5:00 PM EST on normal business days	\$180/hour	Hour
Weekend / Holiday Hours	Services performed on Sat/Sun or a Holiday	\$220/hour	Hour

Issues are prioritized according to their severity, as determined by the support specialist. CMT categorizes each request and acts based on priority. The following service levels represent operational targets and objectives. Actual response and resolution times may vary.

Severity Descriptions

Priority	Impact	Example
Emergency	Mission critical problem affecting many users. It has a crippling effect on the client's business.	A production server has failed. Multiple users cannot access the servers. The performance of the servers has degraded to an unusable level. Data is unrecoverable, corrupted, or lost.
High	Problem affecting a few users with no workaround available.	Slow application response time, session timeouts, some application functionality is broken.

Medium	Impact on a small number of users or impact on many users but a workaround exists.	Users running a supported browser are affected but can use an alternate browser. Some minor application functionality is broken but the service is still usable.
Low	No impact on users.	A request for a new feature or a question about how to use an existing feature.

Response Times

Severity	Response Time	%Met	Communication Frequency	Resolution Target	%Met
Emergency	15 Minutes	90%	Hourly	2 Hours	85%
High	2 Hours	90%	4 Hours	4 Hours	85%
Medium	4 Hours	90%	12 Hours	3 Business Days	85%
Low	8 Hours	90%	2 Business Days	5 Business Days	85%

SERVICES

CatchMark Technologies provides the following services:

- **Application, Cloud, and SaaS Products** (Measured - Per Item) Administration and end-user support for cloud platforms and SaaS applications such as Microsoft 365, Google Workspace, CRMs, project management tools, and more. Includes provisioning, license management, troubleshooting, and integration support.
- **Desktop Support** (Measured - Per Device) Support for the day-to-day technology people rely on, including desktops, laptops, smartphones, and tablets. Services focus on troubleshooting, updates, security, and helping users stay productive. Including OS patching and updates, Antivirus/EDR management, hardware monitoring, remote support, software troubleshooting, and backup verification.
- **Desktop Security** (Measured – Per Device) Advanced endpoint protection that goes beyond traditional antivirus. Included with Desktop Support where selected. Our solution uses next-generation threat detection, behavioral monitoring, and real-time response capabilities to stop malware, ransomware, and zero-day attacks.
- **Network Devices** (Measured - Per Device) Support for the hardware that keeps businesses connected, including firewalls, switches, routers, and wireless access points. Services include monitoring, firmware updates, configuration management, and security enforcement.
- **Servers and Infrastructure** (Measured – Per Device) Management and support of physical and virtual servers, storage systems, and backup appliances. Ensure reliable performance, patching, monitoring, and disaster recovery readiness.
- **Specialty / Business Devices** (Measured – Per Device) Support for industry-specific or business-critical devices such as POS systems, VoIP phones, video conferencing equipment, security cameras, and IoT devices. Ensures uptime, vendor coordination, and smooth day-to-day operation.

- *User Support* (Measured – Per User) Help desk access during business hours for all technology-related questions, remote troubleshooting and resolution of user-reported issues, Assistance with email, calendar, and productivity applications (Microsoft 365, Google Workspace, etc.), account and access management, including password resets and, guidance on connectivity issues such as Wi-Fi, VPN, and printers, support for standard business applications.

ONBOARDING

CMT ensures a smooth and comprehensive onboarding process that documents the client's tech environment, ensures compliance, and sets the stage for ongoing, proactive support. This is done by following these steps:

- Documentation of the Tech Environment
- Compliance and Upgrades
- Installation of Management Tools
- Training and Orientation
- Final Review and Adjustments

The onboarding process is billed as a one-time onboarding fee equal to one month of estimated Managed Services costs.

THIRD-PARTY LICENSING AND SUBSCRIPTION SERVICES

Third-party software licensing, subscriptions, cloud services, and backup services are not included in the Managed Services fees outlined in this Agreement unless specifically stated otherwise. Examples include, but are not limited to, Microsoft 365, Google Workspace, cloud infrastructure, and other vendor-provided software or services.

As part of onboarding, CatchMark Technologies (“CMT”) will work with the Client and any outgoing service providers to transfer administrative ownership and management of applicable licenses and subscriptions to CMT where possible. Existing environments will initially be onboarded in their current state. Following onboarding, CMT may provide recommendations regarding licensing, security, compliance, backup configuration, or platform standardization.

All third-party licensing and subscription services are billed separately from Managed Services fees and are considered pass-through charges. The Client will be billed monthly based on actual usage, quantities, storage consumption, or active subscriptions using standard vendor pricing.

Certain services included within the Managed Services offering may utilize vendor-provided licensing or software components, including endpoint protection, antivirus, anti-malware, and email filtering solutions. These components are included only where specifically identified within the applicable service description.

Any additions, removals, upgrades, or changes to third-party licensing or subscriptions require Client approval prior to implementation, except where immediate action may be necessary to maintain service continuity or security protection.

The Client remains responsible for compliance with all vendor licensing terms and conditions. If unsupported, unlicensed, or non-compliant software or systems are identified during onboarding or ongoing support, CMT will notify the Client and may recommend remediation. Support limitations may apply to systems that remain unsupported or non-compliant.

TERMS AND CONDITIONS

- *Confidential Information:* Each Party agrees to keep confidential all information disclosed by the other Party that is marked as confidential or reasonably understood to be confidential. Exceptions include information that is publicly known, received from a third party without restriction, independently developed, or required to be disclosed by law.
- *Non-Solicitation:* Both Parties agree not to solicit or hire each other's employees or contractors during the term of this agreement and for 12 months after its termination.
- *Force Majeure:* Neither Party shall be liable for failure or delay in performance due to circumstances beyond its reasonable control, including acts of God, pandemics, wars, labor disputes, etc.
- *Remote Access:* CMT will make its best efforts to provide remote support but is not responsible for inadequacies in home or alternative networks.
- *Amendments:* CMT may propose changes or additional terms with 30 days' advance written notice. If the Client does not object, they will take effect. If there are objections, the parties will negotiate.
- *Invoicing and Payment:* CMT will invoice the Client monthly, and the Client shall pay each invoice within 30 days. Collection costs and attorney fees will be borne by the Client in case of collection processes.
- *Onboarding Fee:* The onboarding fee, as outlined in the Onboarding section of this Agreement, will be included on the Client's first invoice.
- *Fee Increases:* Fees are subject to an increase of up to 5% per year with 60 days' advance notice.
- *Dispute Resolution:* All claims and disputes are to be settled by binding arbitration, except those eligible for small claims court. Arbitration will be conducted in the home city of CMT, and fees will be paid by the losing party.
- *Term and Termination:* This Agreement shall remain in effect for a period of thirty-six (36) months from the Effective Date unless terminated in accordance with the terms outlined below.
 - *By Client:*
 - Except as otherwise provided under the Service Performance and Accountability section below, the Client may terminate this Agreement after the first twelve (12) months by providing thirty (30) days written notice. Early termination shall be subject to a termination fee equal to fifty percent (50%) of the remaining recurring service fees due under the Agreement, in addition to any outstanding balances, project fees, licensing costs, hardware costs, or other incurred charges.
 - *By CMT:*
 - CMT may terminate this Agreement with thirty (30) days written notice if the Client fails to make timely payments, materially breaches the terms of this Agreement, refuses to implement critical security recommendations, or otherwise prevents CMT from reasonably performing the contracted services.
 - *Service Performance and Accountability*

- CMT is committed to delivering the services outlined in this Agreement in accordance with the defined scope, service expectations, and support standards set forth herein.
 - In the event the Client believes CMT has materially failed to provide the contracted services, the Client shall provide written notice identifying the specific service deficiencies in reasonable detail.
 - CMT shall have thirty (30) days from receipt of written notice containing reasonable details of the alleged material service deficiency to investigate and use commercially reasonable efforts to cure the identified deficiency.
 - If CMT does not materially cure the identified deficiency through commercially reasonable efforts within the thirty (30) day cure period, the Client may terminate this Agreement without early termination penalty upon written notice.
 - Client must not be in default of its own obligations under the Agreement, including payment obligations, cooperation, access, approvals, and implementation of required recommendations.
- For clarity, termination rights under this section apply only to material failure to deliver contracted services and shall not apply to:
 - Issues caused by third-party vendors, internet service providers, software publishers, or utility providers
 - Client delays, non-responsiveness, or failure to follow recommended actions
 - Unsupported, end-of-life, or non-standard systems not covered under this Agreement
 - Isolated service interruptions, outages, or individual support incidents that do not represent ongoing material service failure
 - Strategic disagreements, technology recommendations, or general dissatisfaction unrelated to contracted service delivery
 - Any onboarding fees, project fees, hardware purchases, software licensing, third-party services, and previously incurred charges remain non-refundable and payable in full.
- *Service Termination and Transition Assistance*
 - The Client may terminate services by providing thirty (30) days' written notice in accordance with the terms of this Agreement.
 - During the active service period, CatchMark Technologies will continue to provide contracted services in accordance with this Agreement and will not knowingly impair the Client's ability to conduct normal business operations. Transition assistance and transition-related materials, however, are separate from ongoing service delivery and are subject to the conditions outlined below.
 - Provided the Client is current on all outstanding invoices, fees, charges, and contractual obligations, CatchMark Technologies will cooperate in the orderly transition of services to the Client or the Client's designated service provider during the thirty (30) day notice period. Transition assistance may include reasonable knowledge transfer, administrative credential transfer packages related to transition or successor-provider handoff, documentation review, configuration information, inventory information, reasonable vendor coordination, and clarification of environment-related questions.
 - Transition documentation may include information maintained within designated customer documentation platforms, system inventories, configuration details,

administrative credentials, and other information reasonably necessary to support the transfer of services.

- As a condition of receiving transition assistance or transition-related materials, including administrative credential transfer packages related to transition or successor-provider handoff, documentation exports, configuration information, inventory information, reasonable vendor coordination, knowledge transfer, successor-provider support, or other offboarding assistance, the Client must be current on all outstanding invoices, fees, charges, and contractual obligations. CatchMark Technologies reserves the right to withhold transition assistance and transition-related materials until all outstanding balances are paid in full.
- CatchMark Technologies maintains operational documentation, ticketing systems, service records, workflows, internal notes, troubleshooting history, and other business records as part of its proprietary internal business systems. These records remain the property of CatchMark Technologies and are not provided as part of the offboarding process. This includes ticket history exports, service desk exports, internal notes, workflow records, troubleshooting history, service records, and other internal operational records.

AGREEMENT

CatchMark Technologies will provide the Managed Services outlined in the attached estimate and described throughout this Agreement. The initial term of this Agreement is thirty-six (36) months beginning August 1, 2026.

This Agreement will automatically renew for successive twelve (12) month terms unless, at least thirty (30) days prior to the expiration of the then-current term, either party provides written notice of non-renewal to the other party. Following completion of the initial thirty-six (36) month term, either party may terminate this Agreement at any time with at least thirty (30) days' prior written notice.

The Client agrees to the terms outlined in this Agreement and the monthly fees detailed in the attached estimate.

By signing below, the parties acknowledge and agree to the terms outlined in this Managed IT Services Agreement.

CITY OF HART

Name: _____

Signature: _____

Date: _____

CATCHMARK TECHNOLOGIES

Name: _____

Signature: _____

Date: _____

ESTIMATE

Catchmark Technologies
112 E. Colby St
Whitehall, MI 49461

it@catchmarkit.com
+1 (616) 384-4616
www.catchmarkit.com



Bill to
Nichole Kleiner
City of Hart

Estimate details

Estimate no.: COH - IT
Estimate date: 06/25/2026
Expiration date: 07/25/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Productivity Suites	Microsoft 365 (Outlook, Teams, SharePoint, OneDrive, Office apps)	1	\$250.00	\$250.00
2.	User Support	Services Include: Help desk access during business hours for all technology-related questions. Remote troubleshooting and resolution of user-reported issues. Assistance with email, calendar, and productivity applications (Microsoft 365, Google Workspace, etc.) Account and access management, including password resets and MFA setup. Guidance on connectivity issues, including Wi-Fi, VPN, and printer setup. Support for standard business applications approved by CatchMark. "How-to" support for everyday tasks to improve user efficiency. Escalation to advanced technical resources when needed. Clear communication of status, resolution steps, and follow-up	11	\$25.00	\$275.00
3.	Desktops / Laptops	Services include OS patching and updates, Antivirus/EDR management, hardware monitoring and remote support, software troubleshooting, and backup verification.	11	\$40.00	\$440.00
4.	Physical Servers	Services include OS patching, updates, and firmware management, monitoring of CPU, memory, and disk health, backup and disaster recovery support, and 24/7 monitoring and alert response.	1	\$150.00	\$150.00
5.	Virtual Servers	Services include OS patching, updates, and firmware management, monitoring of CPU, memory, and disk health, backup	3	\$150.00	\$450.00

monitoring and alert response.

6.	Routers / Firewalls	Services include configuration management and firmware updates, security monitoring with rule and policy adjustments, and 24/7 uptime monitoring.	1	\$50.00	\$50.00
7.	Switches	Services include firmware updates, port monitoring, VLAN configuration, and uptime monitoring.	3	\$25.00	\$75.00
8.	Wireless Access Points	Services include firmware updates, SSID and access configuration, and performance and uptime monitoring.	3	\$10.00	\$30.00

Total

\$1,720.00

Expiry
date

07/25/2026

Accepted date

Accepted by



EXHIBIT I

Statement of Work – City of Hart

ANNUAL SUPPORT AGREEMENT

I. DEFINITIONS

- A. Products shall mean the licensed software and product(s) listed on Table One (1) attached hereto.
- B. Electronic access shall mean a remote dial-in (or remote access) facility using the necessary GSI-recommended software and hardware at Customer's location. Customer shall be completely responsible for the remote dial-in facility and for telephone charges, if any, relating to the remote dial-in access. All electronic accesses are to be approved by Customer prior to installation and use. An alternative Internet access will suffice providing it has sufficient security per Customer's security policy.
- C. Licensed product(s) shall mean Manufacturer's License Product(s) (MLP), also known as Network Operating System (NOS) software.
- D. The GSI Principal Period of Service (P.P.S.) is defined as 8:00 AM to 5:00 PM Eastern Standard Time (EST), Monday through Friday, excluding GSI and Government Holidays.
- E. A 48-hour notice of an appointment cancellation is required, or a 2-hour charge will be assessed.

II. THE SOFTWARE SERVICES

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

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

- B. GSI will provide technical assistance for error correction and to counsel and advise Customer on the use and maintenance of the Manufacturer's Licensed Product(s).
- C. GSI's obligations under this Agreement will be carried out only during GSI's P.P.S. Service Hours. Services provided by GSI outside these hours shall be billed to Customer at one and one-half (1.5) times GSI's currently hourly rates.
- D. Program Maintenance outside the scope of the Agreement, including services outside scheduled times will be furnished subject to GSI's staff availability and GSI's then current rates (Exhibit II.)
- E. The Software Services portion of this Agreement shall not include: (a) any Hardware service, upgrades or enhancements; (b) any Software that is not specifically stated coverage in Table One (1); or (c) any corrections intended for hardware not of the type installed at the Customer's site at the time of this Agreement. The Customer understands that if they have technologically inferior and/or non-Manufacturer certified hardware, that they will normally have considerably more problems with their software operation.

III. TRAINING

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

IV. LAN EXTRA CARE HOURS

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

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

V. ACCESS

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



MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this 1st day of August, 2026 by and between the City of Hart, 407 S. State Street, Hart, MI 49420 (hereinafter referred to as "Customer") and Gracon Services, Inc., a corporation also referred to as "GSI" existing under the laws of the State of Michigan with offices at 3681 Okemos Road, Suite 200, Okemos, Michigan 48864 (hereinafter referred to as "Consultant".)

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

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

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

1. Services and Scope of Work

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

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

2. Consultant Personnel

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

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

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

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

3. Project Management

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

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

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

4. Fees, Expenses, Records and Taxes

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

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

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

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

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

5. Indemnity and Insurance

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

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

6. Confidentiality and Proprietary Rights

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

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

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

7. Warranties

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

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

8. General

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

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

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

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

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

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

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

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

8.6. Notices. Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by mail at the address specified below: if to Customer at 407 S. State Street, Hart, MI 49420-1259; if to Consultant at 3681 Okemos Road - Suite 200, Okemos, MI 48864-3285, or such other address as either party may, in the future, specify to the party.

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

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

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

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

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

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

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

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

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

Gracon Services, Inc.
3681 Okemos Road, Suite 200
Okemos, MI 48864-3285

**SIGN
HERE**

Authorized Signature

Authorized Signature

Type or Print Name

Michael K. Grady
Type or Print Name

Title

Chairman
Title

Date

July 21, 2026
Date



3681 Okemos Road – Suite 200
Okemos, MI 48864
517-349-4900
www.gracon.com

ACADEMIC-GOVERNMENT PRICING – EXHIBIT II

ANNUAL SUPPORT AGREEMENT SIGNATURE REQUIRED PAGE 1
TECHNICAL SERVICES AGREEMENT SIGNATURE REQUIRED PAGE 2

ANNUAL SUPPORT AGREEMENT

Multiple Server Environment:	
- First Server (Network Operating System)	\$2,293.50
- Two Servers (Same NOS) +\$1,193.50	\$3,487.00
- Each Additional Server (Same NOS) +\$748.00	\$748.00
Single Server Environment:	
- One Site/One Single Server Operating System Coverage	\$1,743.50
LAN Extra Care Hours	
- 16-hour minimum @ \$118.00 per hour	\$1,888.00
- Available only with signed Annual Support Agreement	

ADDITIONAL SUPPORT OPTIONS

Management Consulting (Hourly)	\$325.00
Network Consulting – \$240.00 Hourly/ \$480.00 Initial Charge--No Agreement (On-site Consulting: 2-Hour Minimum Charge)	\$480.00

ANNUAL SUPPORT AGREEMENT BENEFITS

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

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

NOTICES

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

EFFECTIVE: 01/01/2026

SIGN HERE ➡

1 of 2

Client Initials: _____



ACADEMIC-GOVERNMENT PRICING – EXHIBIT II

3681 Okemos Road – Suite 200
Okemos, MI 48864
517-349-4900
www.gracon.com

TECHNICAL SERVICE AGREEMENT

Technical Service Hours

- | | |
|--|------------|
| - 24 Hour Minimum Purchase @151.00 per hour | |
| - Available only with signed Technical Service Agreement | \$3,630.00 |

ADDITIONAL SUPPORT OPTIONS

Management Consulting (Hourly)	\$325.00
Network Consulting – \$240.00 Hourly/ \$480.00 Initial Charge--No Agreement (On-site Consulting: 2 Hour Minimum Charge)	\$480.00

TECHNICAL SERVICE AGREEMENT BENEFITS

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

NOTICES

Travel will be charged one-way, port-to-port, at the applicable hourly billable rate.

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

Out-of-pocket expenses, such as travel, lodging, etc., will be billed separately.

Time logs are sent electronically every other week if there are any charges against your hourly agreement.

EFFECTIVE: 01/01/2026

Client Initials: _____



ANNUAL NETWORK SUPPORT SERVICES AGREEMENT

Table One (1) - PRODUCTS

CUSTOMER: City of Hart

QTY	SERVER DESCRIPTION	NOS INFORMATION	COVERAGE PERIOD	TOTAL AMOUNT
<u>Multi-Server Environment – 2 Different NOS</u>				
1	Server Name: HARTSRV Serial No.: N/A Warranty Expires: N/A	Virtual	August 1, 2026 - July 31, 2027	\$2,293.50
1	Server Name: SMTP-RELAY Serial No.: N/A Warranty Expires: N/A	Linux	August 1, 2026 - July 31, 2027	\$2,293.50
TOTAL DUE				\$4,587.00

Dated: _____, 20____

**SIGN
HERE**

Customer Initials: _____

GSI Initials: *[Signature]*



Total Advantage

Quote # 049426 Version 1

Prepared for:
City of Hart

Prepared by:
Jim Miars
Account Executive

Total Advantage

Description	Recurring	Qty	Ext. Recurring
Total Advantage Desktop Total Advantage Includes: • Escalated Support • Unlimited Onsite Support • Unlimited 24/7 Help Desk • Monitoring & Remote Maintenance • Enhanced Network Monitoring • Monthly Reporting on Contracted Devices • Security Patches & Updates • IT Asset Inventory	\$80.00	11	\$880.00
Total Advantage Server Total Advantage Includes: • Escalated Support • Unlimited Onsite Support • Unlimited 24/7 Help Desk • Monitoring & Remote Maintenance • Enhanced Network Monitoring • Monthly Reporting on Contracted Devices • Security Patches & Updates • IT Asset Inventory	\$165.00	3	\$495.00
Monthly Subtotal:			\$1,375.00

Managed Network

Description	Recurring	Qty	Ext. Recurring
Managed Network (1 Per Location) Managed Network Includes: • Managing and Monitoring ○ Switches ○ Firewall ○ Wireless Access Points ○ Troubleshooting Printers • Monitoring of ISP connection • Monitoring of your Site to Site VPN • Networking Diagram	\$0.00	1	\$0.00
Monthly Subtotal:			\$0.00

Backup Monthly Services

Description	Recurring	Qty	Ext. Recurring
Server Backup (1-20 users up to 1TB of data)  * Monthly Protect Server Backups* • Appliance for Local Backups • Local Onsite Backups • Offsite Backups • Bare-Metal Restore Capabilities • Monitoring and Remote Resolution of Backups	\$200.00	1	\$200.00
Monthly Subtotal:			\$200.00

Installation Fee (One-Time Charge)

Description	Price	Qty	Ext. Price
Installation/Onboarding One Time Fee	\$1,575.00	1	\$1,575.00
Subtotal:			\$1,575.00

Total Advantage



Prepared by:

Corporate Technologies

Jim Miars
(616) 464-9726
jim.miars@gocorptech.com

Prepared for:

City of Hart

407 S State St
#1
Hart, Michigan 49420
Nichole Kleiner
(231) 873-3546
nkleiner@cityofhart.org

Quote Information:

Quote #: 049426

Version: 1
Delivery Date: 07/24/2026
Expiration Date: 08/20/2026

Monthly Expenses Summary

Description	Amount
Total Advantage	\$1,375.00
Managed Network	\$0.00
Backup Monthly Services	\$200.00
Monthly Total:	\$1,575.00

Quote Summary

Description	Amount
Installation Fee (One-Time Charge)	\$1,575.00
Total:	\$1,575.00

WITH SIGNATURE, CUSTOMER AGREES TO A CREDIT CHECK. CUSTOMER WILL PROVIDE ADDITIONAL INFORMATION IF NECESSARY. INSTALLATION FEE EQUIVALENT TO THE FIRST FULL MONTH FEE. MINIMUM MONTHLY SERVICE AND INSTALLATION FEE IS TWO HUNDRED FIFTY DOLLARS. The term of the service program selected is thirty-six months from the first day of the month following the month of effective date. Effective Date is the date on which service installation occurs or services begin to be provided – whichever comes first. Customer agrees to pay Corporate Technologies the service fees set forth in the order form, plus any applicable taxes, in advance of any services performed for each of the programs it subscribes to that are described herein. The services purchased are billed to the customer per device on a monthly basis. Technology Advantage is a service offering under which Corporate Technologies provides service and support to the customer under a three-year contract program as described in the Program Terms. Corporate Technologies can provide its services under this agreement for workstations, servers or network devices. With Technology Advantage, Customer receives 30 minutes of free allotted (Onsite and Remote Tier 2 Support) hours per month with each device added to the agreement – excluding managed network. The free allowed hours do not apply to Senior Architect time as set forth in the Program Terms. Additional hours requested will be billed at one hundred sixty - five dollars per hour, subject to use as provided in the Program Terms. These charges will be in addition to your monthly charges for the Technology Advantage, Backup or other services provided by Corporate Technologies under this Agreement or otherwise. All services provided pursuant to Technology Advantage® and Related Service Offering Program Terms and Conditions and Standard Terms and Conditions, which are available online at www.gocorptech.com/resources/tc/. With signature, Customer acknowledges these terms have been read and accepted. Help Desk Connect is a service offering under which Corporate Technologies provides service and support to the customer under a three-year contract program as described in the Program Terms as Help Desk Connect. Help Desk Connect does not include any free allotted hours in the monthly fee. Additional hours requested will be billed at one hundred sixty - five dollars per hour, subject to use as provided in the Program

Terms. These charges will be in addition to your monthly charges for the Technology Advantage, Backup or other services provided by Corporate Technologies under this Agreement or otherwise. Secure Advantage is a service offering under which Corporate Technologies provides service and support to the customer under a three-year contract program as described in the Program Terms as Secure Advantage. Secure Advantage does not include any free allotted hours in the monthly fee. Additional hours requested will be billed at one hundred sixty - five dollars per hour, subject to use as provided in the Program Terms. These charges will be in addition to your monthly charges for the Technology Advantage, Backup or other services provided by Corporate Technologies under this Agreement or otherwise.

Corporate Technologies

Signature: 
Name: Jim Miars
Title: Account Executive
Date: 07/24/2026
Sales Rep: Jim Miars

City of Hart

Signature: 
Name: Nichole Kleiner
Initials: nlk
Date: 7/24/2026 3:18:08 PM
IP Address: 207.74.53.42
Email Address: nkleiner@cityofhart.org

RESOLUTION 2026-41

***City Council
City of Hart, Michigan
Oceana County***

AUTHORIZE THREE-YEAR IT SERVICE AGREEMENT

WHEREAS, the City of Hart's current information technology services agreement expires on July 31, 2026; and

WHEREAS, the City solicited and reviewed proposals for managed information technology services to ensure the continued operation, maintenance, and security of the City's technology infrastructure; and

WHEREAS, after evaluating the proposals received, the City Council finds that _____ **[IT COMPANY]** provides the best overall value and is qualified to provide comprehensive managed information technology services for the City; and

WHEREAS, the proposed agreement provides for a term of three (3) years, commencing August 1, 2026, subject to the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED, that the Hart City Council hereby authorizes the City Manager to execute a Managed Information Technology Services Agreement with _____ **[IT COMPANY]**, substantially in the form presented to Council, for a three-year term commencing August 1, 2026.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute any non-substantive documents necessary to implement the agreement.

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

PROPOSED PUBLIC SAFETY MILLAGE

November 2026 Ballot Proposal Discussion

Purpose

The City of Hart is considering a dedicated **Public Safety Millage** to provide stable funding for police protection, fire protection, emergency response services, personnel, equipment, facilities, training, technology, capital improvements, and related public safety operations.

City Taxable Value: \$64,797,900

Millage Rate Estimated Annual Revenue

2.0 Mills	\$129,596
2.5 Mills	\$161,995
3.0 Mills	\$194,394
3.5 Mills	\$226,793
4.0 Mills	\$259,192
4.5 Mills	\$291,591
5.0 Mills	\$323,990

Estimated Impact on Property Owners

Home Taxable Value	2.0 Mills	2.5 Mills	3.0 Mills	3.5 Mills	4.0 Mills	4.5 Mills	5.0 Mills
\$50,000	\$100/yr (\$8.33/mo)	\$125/yr (\$10.42/mo)	\$150/yr (\$12.50/mo)	\$175/yr (\$14.58/mo)	\$200/yr (\$16.67/mo)	\$225/yr (\$18.75/mo)	\$250/yr (\$20.83/mo)
\$75,000	\$150/yr (\$12.50/mo)	\$187.50/yr (\$15.63/mo)	\$225/yr (\$18.75/mo)	\$262.50/yr (\$21.88/mo)	\$300/yr (\$25.00/mo)	\$337.50/yr (\$28.13/mo)	\$375/yr (\$31.25/mo)
\$100,000	\$200/yr (\$16.67/mo)	\$250/yr (\$20.83/mo)	\$300/yr (\$25.00/mo)	\$350/yr (\$29.17/mo)	\$400/yr (\$33.33/mo)	\$450/yr (\$37.50/mo)	\$500/yr (\$41.67/mo)
\$125,000	\$250/yr (\$20.83/mo)	\$312.50/yr (\$26.04/mo)	\$375/yr (\$31.25/mo)	\$437.50/yr (\$36.46/mo)	\$500/yr (\$41.67/mo)	\$562.50/yr (\$46.88/mo)	\$625/yr (\$52.08/mo)
\$150,000	\$300/yr (\$25.00/mo)	\$375/yr (\$31.25/mo)	\$450/yr (\$37.50/mo)	\$525/yr (\$43.75/mo)	\$600/yr (\$50.00/mo)	\$675/yr (\$56.25/mo)	\$750/yr (\$62.50/mo)
\$200,000	\$400/yr (\$33.33/mo)	\$500/yr (\$41.67/mo)	\$600/yr (\$50.00/mo)	\$700/yr (\$58.33/mo)	\$800/yr (\$66.67/mo)	\$900/yr (\$75.00/mo)	\$1,000/yr (\$83.33/mo)

RESOLUTION 2026-38

***City Council
City of Hart, Michigan
Oceana County***

**A RESOLUTION TO PLACE A PUBLIC SAFETY MILLAGE PROPOSAL ON THE
NOVEMBER 3, 2026 GENERAL ELECTION BALLOT**

WHEREAS, the City Council finds that maintaining effective police protection, fire protection, emergency response, and public safety services is essential to protecting the health, safety, and welfare of the residents of the City of Hart; and

WHEREAS, the City Council has determined that additional dedicated funding is necessary to maintain and improve public safety personnel, emergency response capabilities, equipment, vehicles, apparatus, facilities, technology, training, capital improvements, and related operational needs; and

WHEREAS, the City Council desires to submit to the qualified electors of the City of Hart a proposal for a new additional public safety millage at the November 3, 2026 General Election.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hart, Michigan, as follows:

Section 1. Ballot Proposal

The following public safety millage proposal shall be placed on the ballot for the November 3, 2026 General Election

PUBLIC SAFETY MILLAGE PROPOSAL

Shall the City of Hart be authorized to levy up to _____ mills (\$_____ per \$1,000 of taxable value) for a period of ten (10) years, beginning with the 2027 tax levy and continuing through the _____ (year) tax levy, inclusive, for the purpose of providing funds for police protection, fire protection, emergency response services, public safety personnel, training, vehicles, apparatus, equipment, facilities, technology, capital improvements, and related public safety operational expenses?

The estimated revenue to be collected by the City of Hart if the millage is approved and levied in the first year is approximately \$_____.

☐ YES

☐ NO

Section 2. Certification

The City Clerk is hereby authorized and directed to certify this ballot proposal to the Oceana County Clerk and to take all actions necessary to place the proposal on the November 3, 2026 General Election ballot in accordance with applicable law.

Section 3. Administrative Revisions

The City Clerk, City Manager, and City Attorney are authorized to make any non-substantive revisions to the ballot language or election documents required by the Oceana County Clerk or the Michigan Bureau of Elections, provided such revisions do not alter the intent or substance of this Resolution.

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
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: July 22, 2026

NAME OF EVENT: Hispanic Heritage Celebration 2026

DATE OF EVENT: Saturday - September 19, 2026 TIME: 2:00pm TO 11:30pm

RAIN DATE OF EVENT: **MUST PROVIDE** Saturday - September 26, 2026

LOCATION AND/OR ROUTE OF EVENT: Hart Commons - corner parking area on the north side of La Probadita, and the diagonal crossway to Hart Commons from Main and State Streets.

DESCRIPTION OF EVENT: Celebration of Hispanic Heritage Month - will include entertainment and fireworks at event closing. Fireworks will be co-sponsored by City of Hart same as last year.

SPECIAL NEEDS: 8 street barriers/sand bags to close the corner of Main and State Streets (diagonal crossway); 6 orange cones to close parking area; electrical access at Hart Commons

NAME OF ORGANIZATION OR SPONSOR: Oceana Hispanic Center

ADDRESS: 11 Washington Street, Hart, MI 49420

CONTACT PERSON: Irma Hinojosa - Oceana Hispanic Center Chair

PHONE: 231-742-2264 Daytime# 231-843-5862 FAX: NONE

EMAIL: ihinojosa@westshore.edu

X 
SIGNATURE OF EVENT COORDINATOR/SPONSOR

DATE 7/22/2026

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: