

*City of Hart, Michigan*  
CITY COUNCIL 1ST AMENDED AGENDA  
**January 27, 2026, 7:30 PM**  
**407 State St. – Council Chamber NOTICE OF**  
**PUBLIC MEETING REGULAR COUNCIL**  
**MEETING**

1. Call to Order
2. Roll Call – Burillo, Cunningham, Hodges, Mullen, Root, Thomson, Klotz
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing.**  
**We ask that you please limit your comments to 3 minutes.**
  - a. Correspondence, Events, Presentations
    - i. *Asset Management & Capital Improvement Plan Presentation by Prein & Newhoff*
6. Consent Agenda:
  - a. Approval of Minutes from January 13, 2026
  - b. Bills, Claims, Payroll
  - c. Reports of Boards, Commissions, and Committees
  - d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
7. Action Items
  - a. Appointments
    - i. *Mayoral re-appointment of Penny Burillo to serve on the Hart Library Board for another 3-year term*
  - b. Contracts, Purchases, Appointments
    - i. *Resolution 2026-04 Power Purchase Commitments with MPPA*
    - ii. *Resolution 2026-05 Approve & Authorize Execution of Easement Agreement for Access to City Water Tower in the Industrial Park*
    - iii. *Authorize Permit Application for Pyrotecnico to launch fireworks display from Veterans Park on July 2, 2026*
8. Discussion Items
9. City Manager Report
10. Correspondence, Events, Presentations
  - a. *Water Rate Study Results – Andy Campbell, CPA*
11. Communications from the Mayor and Council (Including board and committee updates)
12. Adjournment –

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**CITY OF HART**  
**407 S. STATE ST.**  
**HART, MI 49420**  
**REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS**  
**JANUARY 13<sup>th</sup>, 2026**  
**MINUTES – Draft**

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

**ABSENT:** Dean Hodges

**OTHERS PRESENT:** City Manager – Nichole Kleiner, City Clerk/Treasurer – Karla Swihart, BioPure Superintendent – Paul Cutter, Hart Police Chief – Juan Salazar, Deputy Clerk – Lindsay Brown, Sharon Hallack, Christine Juska, Rolando Salgado, and Emily Sigler

**APPROVAL OF AGENDA:**

- A. Mullen motioned to approve the Agenda and was supported by K. Thomson
  - Ayes: 6 Nays: 0 Absent: 1

**PUBLIC COMMENTS:**

- None

**CORRESPONDENCE, EVENTS, PRESENTATIONS:**

- FY 2024-2025 Audit Report – Jordan Smith Maner Costerisan

Maner Costerisan has audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hart (the City), for the year ended June 30<sup>th</sup>, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards, and Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 1, 2025. Professional standards also require that we communicate to you the following information related to our audit.

**SIGNIFICANT AUDIT FINDINGS:**

***Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate account policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 13 to the financial statements, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 101, Compensation Absences, and Statement No. 102, Certain Risk Disclosures, during the year ended June 30, 2025. Accordingly, the cumulative effect of the accounting changes are reported in the applicable financial statements and note disclosures. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's calculation of the accrued compensated absences is based on current hourly rates, historical usage, and policies regarding payment of sick and vacation banks while the current and noncurrent portions of compensated absences were based on an estimate of the percentage of employees' use of compensated absences.

- Management's calculation of depreciation/amortization expense for the current period is based on an estimate of the useful lives of the capital assets.
- Management's calculation of the allowance for uncollectible receivables for the current period is based on the past experience of collections.
- Management's calculation of the net other post-employment benefit liability and related deferrals are estimated based upon actuarial assumptions.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. We did not identify any sensitive disclosures.

The financial statement disclosures are neutral, consistent, and clear.

#### ***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### ***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements: investments, due from other governmental units, capital assets, deferred inflows of resources, long-term debt, intergovernmental revenue, and other post-employment benefits trust activity.

#### ***Disagreements with Management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### ***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated December 31, 2025.

#### ***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. Management did engage an outside expert to review the financial statements on their behalf and to provide the skill, knowledge, and experience to ensure our independence under relevant professional standards. To our knowledge, this was the only such consultation with other accountants.

#### ***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition to our retention.

#### **OTHER MATTERS**

We applied certain limited procedures to the management's discussion and analysis, budgetary comparison information, and OPEB schedules, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide an assurance on the RSI.

We were engaged to report on the other supplementary information, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

#### **RESTRICTION ON USE**

This information is intended solely for the use of the City Council and management of the City of Hart and is not intended to be, and should not be, used by anyone other than these specified parties.

#### **CONSENT AGENDA:**

- Approval of minutes from December 9<sup>th</sup>, 2025, and December 18<sup>th</sup>, 2025
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
  - C. Burillo motioned to approve the Consent Agenda, and was supported by B. Root
    - Ayes: 6 Days: 0 Absent: 1

#### **ACTION ITEMS:**

- **Permit Requests:**

Winterfest Special Event Permit Request – Approved

Find the full schedule of events and registration link at [www.takemetohart.org/winterfest](http://www.takemetohart.org/winterfest)

Winter festivities kick off Saturday, January 31<sup>st</sup>, 2026, with the 4<sup>th</sup> Annual Frozen Tinman Golf Outing.

Winterfest continues Saturday, February 7<sup>th</sup>, 2026, with a full day of events throughout Hart:

- Friends of the Library Book & Bake Sale 9 am-4 pm City of Hart Community Center
- Vintage Snowmobile Show and Swap Meet 8 am-2 pm Oceana County Fairgrounds
- State Street Mile Fun Run/Walk 11 am Start time at the Corner of State Street and Polk Rd, finishing at Hart Commons. Cost is \$10 per participant, with those 12 and under free
- Soup Walk 12 pm – 2 pm at 10 downtown locations. Ticket cost 250-presale are \$7.00 and 50-day-of are \$10.00. Pre-sale tickets go on sale Monday, January 19<sup>th</sup>, at <https://www.zeffy.com/en-US/ticketing/soupwalk--2026>. Pickup will take place at 5 Star – Towne Square Group, 109 E. Main St, from 11 am-1 pm.
- Kids Scavenger Hunt 12 pm – 2 pm held alongside soup walk. Cards can be picked up at 5 Star – Towne Square Group. Kids will receive a special mark at each completed location, and once they are finished, they can return their card to the check-in table located in the parking lot next to La Probadita for a goodie bag filled with fun prizes.
- 2<sup>nd</sup> Annual Winterfest Cornhole Tournament - 2:30 PM start, parking lot next to La Probadita  
Team-based, single-elimination tournament with cash prizes for 1st–3rd place.  
First team to 21 or more points advances.  
Pre-registration required — no same-day signups.  
Cost: \$25 per team  
Register online at:  
<https://www.zeffy.com/en-US/ticketing/winterfest-2026-cornhole-tournament>
- Throughout the day, fire pits will be lit around downtown Hart, and a DJ will keep the party going with music all day long, creating a festive atmosphere for residents and visitors alike.

- With activities for kids, families, and adults, Winterfest 2026 has something for everyone. The City of Hart invites the community to come out, enjoy the winter weather, and celebrate together on Saturday, February 7.
- For more information, you may contact Events Coordinator Lindsay Brown at 231-923-3837 or [lbrown@cityofhart.org](mailto:lbrown@cityofhart.org). You can also follow the City of Hart on Facebook for Winterfest updates or visit [www.takemetohart.org](http://www.takemetohart.org)

▪ Resolution 2026-01 – Authorize Right of Way work at 3 E Main St

WHEREAS, Frontier Communications, through its contractor Pearce Services, has submitted a request for a right-of-way permit to install a fiber service drop to serve the property located at 3 E. Main Street, Hart, Michigan; and

WHEREAS, the proposed scope of work includes directional boring and placement of innerduct and fiber cable within the public right-of-way along W. Main Street and S. Courtland Street, at a minimum depth of forty-eight (48) inches below grade, as detailed in the submitted plans and application materials; and

WHEREAS, the work is proposed to occur entirely within the existing public right-of-way, with no permanent easements required, and with restoration of any disturbed areas upon completion of the work; and

WHEREAS, the City of Hart has reviewed the application, sidewalk permit, and construction plans and finds the proposed work to be consistent with City standards and practices for right-of-way occupancy and utility installation;

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL hereby

Approves a right-of-way permit for Frontier Communications for the installation of a fiber service drop serving 3 E. Main Street, subject to the following conditions:

1. All work shall be performed in accordance with the submitted plans and permit application.
2. All boring, installation and restoration activities shall comply with City standards and applicable local, state, and federal regulations.
3. Any damage to pavement, sidewalk, curb, landscaping, or other public infrastructure shall be restored to City standards at the applicant's expense.
4. Approval of this right-of-way permit does not grant ownership or exclusive rights within the public right-of-way.

BE IT FURTHER RESOLVED THAT THE CITY MANAGER, or her designee, is authorized to execute and administer the right-of-way permit consistent with this resolution

- J. Cunningham motioned to approve Resolution 2026-01 and was supported by A. Mullen

• Ayes: 6 Nays: 0 Absent: 1

▪ Resolution 2026-02 Award Downtown Plaza (Hart Plaza) Construction Contract to Wadel Stabilization, Inc.

WHEREAS, the City of Hart solicited sealed bids for the Downtown Plaza (Hart Plaza) project in accordance with applicable law and City purchasing requirements; and

WHEREAS, bids for the project were received and publicly opened on December 16, 2025, and two (2) bids were submitted; and

WHEREAS, Wadel Stabilization, Inc. of Hart, Michigan, submitted the lowest responsible bid in the amount of \$2,092,242.00; and

WHEREAS, the City's consulting engineer, Prein&Newhof, has reviewed the bids, confirmed bidder qualifications, and recommended award of the contract to Wadel Stabilization, Inc., based on price, experience, and demonstrated ability to complete the project in accordance with the plans and specifications; and

WHEREAS, the City has issued a Notice of Award identifying Wadel Stabilization, Inc. as the successful bidder for the Downtown Plaza project, subject to execution of contract documents, bonds, and insurance;

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

Awards the Downtown Plaza (Hart Plaza) construction to Wadel Stabilization, Inc. in the amount of \$2,092,242.00, subject to the terms and conditions of the bid documents and contract.

BE IT FURTHER RESOLVED THAT THE CITY MANAGER is authorized to execute the construction contract, Notice to Proceed, and related documents, upon receipt and approval of all required bonds, insurance certificates, and contract documents.

- C. Burillo motioned to approve Resolution 2026-02 and was supported by K. Thomson
  - Ayes: 6 Nays: 0 Absent: 1

- Resolution 2026-03 Authorize a Temporary Grading Easement at Hart Cemetery for Safe Routes to School Project

WHEREAS, the City of Hart is undertaking the Safe Routes to School (SRTS) Pathway Project in cooperation with MDOT and Friends of the Pentwater Hart Trail; and

WHEREAS, the project requires a temporary grading easement affecting cemetery property located at 513 Water Street (Tax ID No. 020-350-002-00); and

WHEREAS, the cemetery property is jointly owned by the City of Hart and Hart Township, and the Cemetery Commission does not have authority to convey property interests; and

WHEREAS, a 4,918-square-foot (0.113-acre) Temporary Grading Easement expiring upon project completion or December 31, 2030, whichever occurs first:

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

Approves the Temporary Grading Easement for cemetery property located at 513 Water Street in support of the Safe Routes to School Pathway Project.

BE IT FURTHER RESOLVED THAT THE MAYOR and CITY CLERK are authorized to execute the Temporary Grading Easement and related documents on behalf of the City of Hart, subject to coordination with Hart Township and compliance with the easement terms.

- J. Cunningham motioned to approve Resolution 2026-03 and was supported by K. Thomson
  - Ayes: 6 Nays: 0 Absent: 1

#### **DISCUSSION ITEMS:**

- Annual Council Retreat Date  
Consensus March 7<sup>th</sup>, 2026, would work best for the majority of Council members to attend. City Manager will work to get the agenda and more information at the upcoming meeting.
- Asset Management Capital Improvement Plan, Water Rate Study  
Andy Campbell, along with Prein & Newhof will be at the January 27<sup>th</sup> Meeting to go over the Water Rate Study.

#### **CITY MANAGER'S REPORT:**

##### **Status of ongoing projects:**

- Hart Plaza Streetscape Project – Construction to begin in early April
  - Chalet removal has begun following instructions from the TIFA Board and council to return the entire lot where the tin man is located, to parking.
- Safe Routes to School Trail construction to begin in June after school is out
- Water Tower ATT antenna project – survey has been completed with easement proposal to satisfy AT&T requirements. Waiting to connect with JSJ Corp to discuss easement agreement terms (final step).

##### **Staffing changes, policy updates, internal improvements**

- Economic & Community Development Director Job has been posted. One internal application/interview. Posting closes at the end of January.
- A full-time (Temporary) Police officer position has been posted to offset upcoming staffing shortages.
- Meeting with superintendents this week to discuss and build a job description to replace Andy (shared service position) with the goal of posting the position in February.

**What's New:**

- Recent meetings and discussions to work towards developing a rental housing inspection and code enforcement program for the City.
- Had my first of three onboarding meetings with Double Haul, which was included as part of the recruitment package – gained useful resources & looking forward to the next.
- Attending Michigan Municipal Executive Conference next week
- The cost of utilities for the Starting Block will no longer be the responsibility of the City. The Starting Block Board thanks the council for its years of support and feels confident that their new director can bring new opportunities and growth.
- Farabee Mechanical has begun work on the diesel generation plant to install emission controls to make us eligible for MPPA credits by March 2026.
- We increased the cost of water testing at BioPure from \$20 to \$28 to cover our costs.
- Discussions at the Planning Commission regarding a moratorium on Data Centers, an ordinance for short-term rentals, and a revision of our existing long-term rental ordinance.
- Looking into a MSHDA grant for housing rehab funds in partnership with True North to provide funds for exterior residential improvements. Will provide more info as it comes.
- Working with the Oceana Conservation District to obtain a grant to treat Japanese Knotweed throughout the City. Will look into possible discussion on other invasive species.

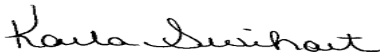
**COMMUNICATIONS FROM THE MAYOR AND COUNCIL:**

- A. Mullen – HEART Board meeting is tomorrow, 01/14/2026, at 2 pm, and following that is the Heritage Preservation Group meeting.
- C. Burillo - Cemetery Board meeting is Monday, 01/19/2026, at 7 pm, located at the Hart Township Hall

**ADJOURN:**

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:15 pm. The next regularly scheduled meeting will be on January 27<sup>th</sup>, 2026, at 7:30 pm.

Respectfully Submitted



Karla Swihart, City Clerk

Payables Date 01.28.2026	Description	Total	General +	DPW	Energy	BPTF	Water
Absopure Water	Water	\$ 76.25			\$ 76.25		
Advanced Steel Fabrication	Fabrication Services -DAM Handrail	\$ 1,600.00			\$ 1,600.00		
AMSOIL	Oil/Filters	\$ 175.19				\$ 175.19	
Arnold's Auto Glass	Snowblower Windshield Repair	\$ 150.00		\$ 150.00			
Blue Cross Blue Shield of Michigan	Reitrees Medical Insurance	\$ 3,709.98	\$ 2,061.10		\$ 1,648.88		
Charter	Internet - Hart Commons	\$ 125.00	\$ 125.00				
Charter	Fax - PD	\$ 22.15	\$ 22.15				
City Web Central	Annual Website Hosting Services	\$ 588.00	\$ 588.00				
Consumers Energy	Utilities	\$ 404.29			\$ 404.29		
Crossroads Mobile Maintenance	Repairs/Maintenance - 2018 Freightliner	\$ 232.50			\$ 232.50		
Crossroads Mobile Maintenance	Repairs/Maintenance - 2023 Freightliner	\$ 486.00			\$ 486.00		
Crossroads Mobile Maintenance	Repairs/Maintenance - 2019 Ford F550	\$ 524.15			\$ 524.15		
Crossroads Mobile Maintenance	Repairs/Maintenance - 1997 Ford AA	\$ 304.50			\$ 304.50		
Dave's Party Store	Fuel - DPW	\$ 2,320.60		\$ 2,320.60			
Dave's Party Store	Fuel - Parks & Rec	\$ 57.38	\$ 57.38				
Election Source	ICP/ICX Annual Maintenance Contracts	\$ 615.00	\$ 615.00				
First Advantage	Drug Screening	\$ 409.98			\$ 409.98		
First Net	Dept Hotspots	\$ 306.18	\$ 43.74		\$ 174.96	\$ 43.74	\$ 43.74
First Net	Police Modems	\$ 89.46	\$ 89.46				
Frontier	Fiber Internet - JGP	\$ 99.99	\$ 99.99				
Great Lakes Energy	Utilities	\$ 98.97				\$ 98.97	
Hart Area Fire Board	2nd QTR (OCT, NOV, DEC) FIRE PROTECTION	\$ 15,000.00	\$ 15,000.00				
Hart Cemetery Commission	2025 Tax Disbursement Batch 13-14 Disp 12	\$ 6.81	\$ 6.81				
Hart Township	Winter 2025 Property Taxes 007-015-400-05	\$ 855.33				\$ 855.33	
Keystone Cooperative	Credit Memo	\$ (994.46)				\$ (994.46)	
Kushner & Company	COBRA Admin Services	\$ 80.00	\$ 40.01		\$ 13.33	\$ 13.33	\$ 13.33
Lawson-Fisher Associates	2025 DAM Licensing Requirements	\$ 2,389.33			\$ 2,389.33		
Lighthouse Car Care	Parts/Supplies/Services	\$ 1,760.00		\$ 110.00	\$ 1,640.00	\$ 10.00	
Louis Gelder & Sons	Cylinder Refills	\$ 148.03		\$ 148.03			
Ludington Daily News	Late Fee	\$ 4.55	\$ 4.55				
Ludington Paint & Glass	Paint/Epoxy	\$ 221.48				\$ 221.48	
Michigan Municipal League	CDL Drivers Fee	\$ 1,200.00		\$ 400.00	\$ 500.00	\$ 300.00	
MIRECS	Load Base Fee/Subscription Fee	\$ 273.09			\$ 273.09		
Miss Dig System	2026 Membership Fees	\$ 2,160.73			\$ 720.24	\$ 720.24	\$ 720.25
MPPA	Jan 2026 Billing Summary	\$ 127,046.45			\$ 127,046.45		
MPPA	Purchased Power - 1/13	\$ 48,434.02			\$ 48,434.02		
MPPA	Purchased Power - 1/20	\$ 25,001.38			\$ 25,001.38		
NCL of Wisconsin	Parts/Supplies	\$ 398.30				\$ 398.30	
Oceana County	Assessing Services - Dec 2025 Jan-Feb 2026	\$ 9,600.00	\$ 9,600.00				
Power Line Supply	Parts/Supplies	\$ 87.87			\$ 87.87		
Power Line Supply	Parts/Supplies	\$ 3,879.30			\$ 3,879.30		
Power Line Supply	Parts/Supplies	\$ 1,929.60			\$ 1,929.60		
Power Line Supply	Credit Memo	\$ (104.20)			\$ (104.20)		
Power Line Supply	Parts/Supplies	\$ 366.98			\$ 366.98		
Power Line Supply	Parts/Supplies	\$ 577.46			\$ 577.46		
Power Line Supply	Parts/Supplies	\$ 1,014.50			\$ 1,014.50		
Prein & Newhof	2250311 DAM Monitoring	\$ 588.45			\$ 588.45		
Prein & Newhof	2200777 Drinking Water Asset Mgmnt	\$ 6,545.75					\$ 6,545.75
Prein & Newhof	2250631 Downtown Streetscape/Placemaking	\$ 9,575.90	\$ 9,575.90				
Prein & Newhof	2221059 BioPure Facility Construction	\$ 5,870.00				\$ 5,870.00	
Prein & Newhof	2200777 Drinking Water Asset Mgmnt	\$ 1,456.50					\$ 1,456.50
Quill	Office/Building Supplies	\$ 118.91	\$ 118.91				

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# 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:** January 27<sup>th</sup>, 2026

## RECENT EVENTS

From Thursday, January 8<sup>th</sup>, 2026, through Wednesday, January 21<sup>st</sup>, 2026, the Hart Police Department received 53 complaints ranging from Vehicle Violations, Harassment Complaints, Property Damage Crash, Breaking & Entering's, Suspicious Situations, assault & Batteries, Juvenile Complaints, Animal Complaints, Larcenies, Medical Assist and Assist to Other Agencies.

On Thursday, January 8<sup>th</sup>, 2026, the Hart Police Department was dispatched to the 1000 block of Industrial Park Drive, referencing a Suspicious Situation. A 26-year-old Shelby man, who is an employee at a local business, had written several comments regarding the shooting in Minneapolis, Minnesota, on a workplace document. An investigation is ongoing.

On Friday, January 9<sup>th</sup>, 2026, the Hart Police Department was dispatched to the 800 block of Griswold Street, regarding a Breaking & Entering – Entering without Owner's Permission complaint. A 33-year-old Hart woman alleges a 35-year-old Hart man entered her home without her permission. The man and woman do have children in common. The man was located, interviewed, and later arrested and lodged at the Oceana County Jail for Breaking & Entering.

On Saturday, January 10<sup>th</sup>, 2026, the Hart Police Department was dispatched to the 20 block of State Street, regarding a Breaking & Entering – Illegal Entry which had occurred on Tuesday, December 30<sup>th</sup>, 2025. A local business owner reported a 35-year-old Hart woman entering the business without permission. At this time, it is uncertain if anything has been taken/stolen from the business. An investigation is ongoing.

On Friday, January 9<sup>th</sup>, 2026, the Hart Police Department was dispatched to the 300 block of Johnson Street, referencing an Assault & Battery. A 12-year-old Hart girl is alleged to have grabbed an 11-year-old Shelby girl by her hair, pulling the girl's hair forcefully, with the girl falling to the ground. The girl was struck several times in the face with a closed fist. This incident was captured on surveillance footage. A report will be submitted to the Oceana County Prosecutor's Office.

On Sunday, January 11<sup>th</sup>, 2026, the Hart Police Department conducted a traffic stop on Polk Road near State Street, referencing a vehicle violation. The operator, a 41-year-old Muskegon woman, was cited for Operating a Motor Vehicle on a Revoked License.

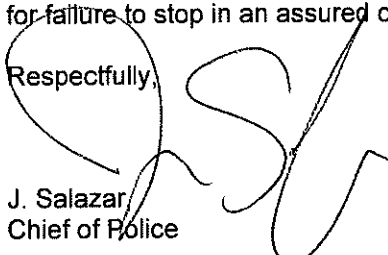
On Tuesday, January 13<sup>th</sup>, 2026, D/Sgt. Skipski presented two separate classes to the Hart High School students, covering topics on sexting, Criminal Sexual Conduct laws, and Cyberbullying. The classes provided information on laws governing the topics, investigation, and penalties. The class was concluded with a question-and-answer session.

On Thursday, January 15th, 2026, the Hart Police Department conducted a traffic stop on Polk Road near Young Road, referencing a vehicle violation. The operator, a 49-year-old Shelby man, was cited for Operating a Motor Vehicle without a License.

On Friday, January 16th, 2026, the Hart Police Department was dispatched to Oceana Drive near East Main Street, regarding a Personal Injury Crash. A 22-year-old Traverse City woman was traveling southbound on Oceana Drive when a 22-year-old Hart woman was unable to stop at the intersection. The Hart woman collided with the Traverse City woman. The Hart woman was cited for failure to stop in an assured clear distance.

Respectfully,

J. Salazar  
Chief of Police

A large, stylized handwritten signature in black ink, likely belonging to J. Salazar, is written over the signature line and extends into the right margin of the document.

**RESOLUTION 2026-04**

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

**AUTHORIZE POWER PURCHASE COMMITMENTS WITH THE MICHIGAN  
PUBLIC POWER AGENCY (MPPA)**

WHEREAS, the City of Hart Energy (the “City”) is a member of the Michigan Public Power Agency (“MPPA”) and is party to an Energy Services Agreement with MPPA; and

WHEREAS, MPPA provides wholesale electric power supply and related energy services to its member communities, including the City of Hart; and

WHEREAS, MPPA has presented a Power Purchase Commitment Authorization dated January 15, 2026, outlining proposed purchases of financially-firm energy with physical delivery to the MISO Michigan Hub in the Day-Ahead Market for future delivery years; and

WHEREAS, the proposed power purchase commitments are intended to hedge a portion of the City’s forecasted electric load and manage long-term price risk while maintaining compliance with MPPA’s volume and dollar approval limits; and

WHEREAS, the proposed transactions collectively represent a maximum not-to-exceed financial commitment of \$1,548,894.20 for energy delivery years 2028 through 2031, as detailed in the authorization; and

WHEREAS, execution of these transactions requires formal authorization by the City’s governing body and the designation of a Member Authorized Representative to execute the Power Purchase Commitment Authorization on behalf of the City.

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hart hereby authorizes MPPA to purchase energy on behalf of the City in accordance with the terms, quantities, delivery periods, and not-to-exceed dollar limits set forth in the January 15, 2026 Power Purchase Commitment Authorization, including but not limited to:

- Financially firm energy with physical delivery to the MISO Michigan Hub;
- Delivery periods covering calendar years 2028, 2029, 2030, and 2031; and
- A total aggregate commitment not to exceed \$1,548,894.20.

BE IT FURTHER RESOLVED that the City Council designates the City Manager (or designee) as the City’s Member Authorized Representative for purposes of executing the Power Purchase Commitment Authorization and any related confirmations or documentation required by MPPA, consistent with this resolution and the Energy Services Agreement.

BE IT FURTHER RESOLVED that this authorization is intended to support prudent long-term power supply planning and price stability for the City's electric utility customers and does not obligate the City beyond the not-to-exceed limits approved herein.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon adoption.

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



January 15, 2026

Subject: **Power Purchase Commitment Authorization**

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

Energy:

Delivery Period	ONPK (5x16)	OFFPK (5x8, 2x24)	ONPK (5x16)	OFFPK (5x8, 2x24)	ATC (7x24)	ATC (7x24)	
Term	2028	2028	2029	2029	2030	2031	Total
Max Monthly Quantity (MW)	2.1	1.6	2.1	1.9	1.0	0.2	
Total Quantity (MWh)	4,873.6	4,211.4	4,560.0	3,973.0	3,537.6	295.2	<b>21,450.8</b>
Total \$ (not to exceed)	\$408,185.60	\$238,880.20	\$394,558.40	\$231,303.60	\$255,372.00	\$20,594.40	<b>\$1,548,894.20</b>
Average Price, \$/MWh	\$83.75	\$56.72	\$86.53	\$58.22	\$72.19	\$69.76	<b>\$72.21</b>
% of Load	18.8%	19.1%	16.5%	17.0%	6.6%	0.6%	
Forecasted Hedge % After Transaction	80.7%	81.2%	71.1%	71.1%	60.4%	54.0%	

The transaction(s) above will be for Financially-Firm Energy with Physical delivery to the MISO Michigan Hub in the Day Ahead Market at or below the annual total dollar not to exceed limits.

The purchase transactions outlined above account for the identified percentages of Hart's forecasted energy requirements in the applicable forward calendar years. The sum of all purchases represents a maximum commitment of \$1,548,894.20.

MPPA will endeavor to wait to execute wholesale power transaction confirmations until it receives PPC Authorization from each Member Authorized Representative ("MAR") unless a delay in execution by an individual MAR would result in power supply price risk that could prevent MPPA from complying with volume and dollar price approval limits.

Member Authorized Representative:

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF HART**  
**COUNTY OF OCEANA, MICHIGAN**

At a regular meeting of the City Council of the City of Hart, held at the City Hall, 407 State Street, within the City, on the \_\_\_\_ day of \_\_\_\_\_, 2026, at 7:30 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_.

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF EASEMENT  
AGREEMENT, ACCEPT EASEMENT IN REAL PROPERTY,  
AND MATTERS RELATED THERETO**

WHEREAS, City of Hart (the “City”) owns, operates and maintains a water tower (the “Water Tower”) as part of the City’s potable water supply system; and

WHEREAS, the Water Tower is located upon lots 6 and 7 of the Industrial Park Plat within the City (the “Property”); and

WHEREAS, the City previously conveyed the Property to JSJ Corporation (the “Property Owner”); and

WHEREAS, it is necessary and in the best interest of the City to obtain a formal easement from the Property Owner on, over, and across the Property for the Water Tower and access to and from the Water Tower; and

WHEREAS, a proposed easement agreement (the “Easement Agreement”) has been prepared in the form on file with the City Clerk to provide the City with access to and rights for the Water Tower.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City hereby determines that it is necessary and in the best interest of the City to enter into the Easement Agreement, in the form on file with the City Clerk, and to accept the grant of the easements to the Property in favor of the City as set forth in the Easement Agreement.

2. The Easement Agreement, in the form on file with the City Clerk, is hereby approved and accepted by the City with such modifications or revisions to the Easement Agreement as are deemed necessary and in the best interests of the City by the City Manager and the City Clerk in consultation with the City Attorney.

3. The City Manager and Clerk are hereby authorized and directed to: (a) execute and deliver the Easement Agreement on behalf of the City, (b) execute and deliver any and all documents on behalf of the City that are necessary to effectuate the Easement Agreement, (c) take such actions, including payment to the Property Owner of any consideration set forth in the Easement Agreement, payment of recording fees, and payment of costs to obtain necessary surveys and legal descriptions for the Easement Agreement as are necessary to facilitate the execution and delivery of the Easement Agreement, and (d) record the executed Easement Agreement with the Oceana County Register of Deeds.

4. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

AYES: Members: \_\_\_\_\_

NAYS: Members: \_\_\_\_\_

ABSTAIN: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

---

Karla Swihart, Clerk  
City of Hart

STATE OF MICHIGAN     )  
  )ss.  
CITY OF HART                 )

I, the undersigned, the duly qualified and acting Clerk/Treasurer of the City of Hart, Oceana County, Michigan (the “City”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a public meeting on \_\_\_\_\_, 2026, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Karla Swihart, City Clerk/Treasurer  
City of Hart

Standard Easement  
Parcel No. 020-390-004-00

## EASEMENT AGREEMENT

JSJ Corporation with an address of 700 Robbins Road, Grand Haven, MI 49417 and its successors and assigns, hereinafter referred to as “Grantor,” for and in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) and other good and valuable consideration by the City of Hart, with an address of 407 State St, Hart, MI 49420, hereinafter referred to as “Grantee,” does hereby convey, grant, warrant and release to the Grantee, its successors and assigns, a non-exclusive permanent easement to enter Grantor’s land located in the City of Hart, and State of Michigan as more particularly described in the attached Exhibit A and to operate, maintain, inspect, survey, replace, reconstruct, improve, remove, relocate, install antennas to, and protect the pipes and water storage tank facility in, on, under, and through a portion of the Grantor’s Land (hereinafter “Water Tank Storage Easement”) described in the attached Exhibit B, together with any structures, associate fixtures, appurtenances, equipment, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and also the right from time to time hereafter to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation and to conduct such other activities within the Water Tank Storage Easement Area as may be reasonably necessary in connection therewith as determined by Grantee.

Grantee and its successors, devisees, or assigns shall have the right to install, operate, maintain radio transmitting and receiving antennas on the water tank storage facility.

The easement granted herein and located on the Property shall also consist of an access and construction easement (the “Construction Easement”) to provide Grantee with unimpaired access to the water tank storage facility, and the right of ingress and egress on, over, and through Grantor’s land for any and all purposes necessary, or incidental to the construction, operation, maintenance, repair and replacement of the water tank storage facility and its piping within the Water Tank Storage Easement.

A legal description and depiction of the Permanent Water Tank Storage Easement is attached as Exhibit B. A legal description and depiction of the Construction Easement on the Property is attached as Exhibit C. Collectively, the Water Tank Storage Easement and the Construction Easement are referred to as the “Easement Area.” A depiction of the Property showing the Easement Area including both the Permanent Water Tank Storage Easement and the Construction Easement is attached as Exhibit D.

Grantor agrees not to plant any trees or other vegetation within the Easement Area without prior written agreement executed by Grantee expressly allowing the aforementioned. Additionally, Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure within 20 feet of the Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Grantee expressly allowing the aforementioned.

This conveyance includes the release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except that the Grantee will restore the surface of the Property to its original condition as near as may be reasonable.

The Grantor hereby agrees to save and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of the Easement Area by the Grantor, its agents, employees, representatives, contractors, successors or assigns.

The Grantor and its successors or assigns agree that if any buildings or other structures are constructed by it, its successors or assigns, near or adjacent to said Permanent Water Tank Storage Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work of constructing, maintaining, replacing and repairing the water tank storage facility within the easement, the Grantor shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. The Grantor and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

The Grantor reserves the right to grant to others additional easement rights in the Easement Area hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld, provided that such proposed use and installation does not interfere with Grantee's use of the Easement Area for the water storage tank facility. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction (other than the original installation) maintenance, repair or replacing of the facilities owned by the Grantee resulting from these additional easements and the presence of gas, electric or telephone structures and lines, shall be assumed by the owners of the structures or lines causing such extra expense.

The terms and provisions of this Easement Agreement shall constitute covenants running with the land.

This Easement Agreement shall be binding on and for the benefit of the parties hereto, their heirs, devisees, representatives, successors and assigns. The rights granted in this Easement Agreement may be assigned by Grantee from time to time in whole or in part.

[This conveyance is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a). – depends on if consideration is less than \$100]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

OWNER:

JSJ Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in Oceana County, Michigan  
My commission expires: \_\_\_\_\_

Accepted by:

City of Hart

By \_\_\_\_\_

Nichole Kleiner

Its: City Manager

By \_\_\_\_\_

Karla Swihart

Its: City Clerk

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OTTAWA )

Acknowledged before me in Ottawa County, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Nichole Kleiner and Karla Swihart, the City of Hart Manager and Clerk.

\* \_\_\_\_\_, Notary Public  
 \_\_\_\_\_ County, Michigan  
 Acting in Oceana County, Michigan  
 My commission expires: \_\_\_\_\_

Prepared By:  
Mark E. Nettleton, Esq.  
Mika Meyers PLC  
900 Monroe Ave., N.W.  
Grand Rapids, MI 49503

After Recording Return To:  
City of Hart  
Attn: City Clerk  
407 State St,  
Hart, MI 49420

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

BFS-417 (Rev 01/24)

Bureau of Fire Services  
P.O. Box 30700  
Lansing, MI 48909  
(517) 241-8847

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
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*This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.*

Issued To Pyrotecnico Fireworks, Inc.		Age (18 or over) Yes
Address 4369 E Summit Woods Dr NE, Rockford, MI 49341		
Name of Organization, Group, Firm, or Corporation City of Hart, MI		
Address 407 State Street, Hart MI 49420		
Number and Types of Fireworks  Approximately 2250 aerial display shells ranging in size from 1 ¼ inches to 5 inches in diameter.		
Exact Location of Display Hart Veterans Park, N State St., Hart MI 49420		
City, Village, Township City of Hart, MI	Date July 2, 2026	Time Approx 10:30 pm
Bond or Insurance Filed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Amount \$10,000,000.00

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026  
(Name of City, Village, Township)

\_\_\_\_\_  
(Signature and Title of Legislative Body Representative)

## Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
  - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
  - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
  - Display Fireworks – 1.3G fireworks for professional use only
  - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
  - Public Display – a fireworks display that is open to all persons for viewing.
  - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011](#), [MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

City of Hart, MI  
Hart Veterans Park, N State St., Hart MI 49420

Pyrotecnico Fireworks, Inc.  
11/9/2022 Michael Falk



Launch Location

Setup area: 50' X 50'

Radius from setup area: 350'



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 216-658-7100 <b>E-MAIL ADDRESS:</b> info@brittongallagher.com	<b>FAX (A/C, No):</b> 216-658-7101
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Constitution Insurance Company		32190
INSURER B : Texas Insurance Company		16543
INSURER C : Continental Indemnity Company		28258
INSURER D : Allianz Global Corporate & Specialty SE		7617
INSURER E : HDI GLOBAL SPECIALTY SE		1340041
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1068739883**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	BESGLPTPA011501_171145_01	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BESCRMNPA011501_171145_01	11/28/2025	11/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	25ABEX0231	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	82-872096-04-44 (MI)	10/14/2025	10/14/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E D E	Excess Liability #2			18HX3645 25ABHX0050 18HX3646	11/28/2025 11/28/2025 11/28/2025	11/28/2026 11/28/2026 11/28/2026	Each Occ/ Aggregate \$3,000,000 Each Occ/Aggregate \$1,000,000 Each Occ/Aggregate \$4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Fireworks Display Date: July 2, 2026  
Location: Hart Veterans Park, North State Street, Hart, MI 49420  
Additional Insured: City of Hart, MI

**CERTIFICATE HOLDER****CANCELLATION**

City of Hart, MI  
407 S State Street  
Hart MI 49420

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Draft 01/23/2026

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

[1] Adjusted per client.

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

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

Draft 01/23/2026

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

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

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

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

Draft 01/23/2026

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

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

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