City of Hart, Michigan
CITY COUNCIL AGENDA
March 11, 2025, 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. Correspondence: Open Meetings Act Training, April 24, 2025 – MSU Extension
        ii. Presentation: Rob Splane - Administrative Consent Order Historical Review
        iii. Presentation: Rick Buteyn, Progressive Companies – Hart Lake Water Quality Improvement Plan
6. Consent Agenda:
    a. Approval of Minutes from February 25, 2025
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
7. Action Items
    a. Resolution 2025-07 Accept Proposal for Professional Water Quality Sampling and Reporting and Recommendations Services for Hart Lake Water Quality Improvement Plan
8. Discussion Items
    a. Redevelopment Ready Community Review
    b. Special Event Permit – Zumba Class, Super Fitness Rosario Mendoza
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates.)
11. Adjournment –

Access is provided through the Michigan Relay Service for individuals with speech or hearing impairments. *https://hamiltonrelay.com/michigan/index.html*

With advance notice of seven calendar days, the City will provide interpreter services at all public meetings, including language translation and signage for the hearing impaired. Call 231-873-2488. La Ciudad proporcionará servicio de intérprete para esta reunión pública si se pide con siete días de anticipación, lo cual incluye la traducción de idioma y letreros para los con una discapacidad auditiva. Llame al 231-873-2488.

MICHIGAN STATE UNIVERSITY | Extension



Open Meetings Act Training

Description

Keeping governmental decision-making transparent and accessible to the public is central to the Michigan Open Meetings Act (OMA). Participants will learn the basic requirements of the Act and common questions that arise around mistakes, use of social media, chance gatherings, and remote participation. In addition to lecture, participants will receive reference materials and engage in scenario discussions.

Date/Time: Thursday, April 24, 6:30-8:00 PM
Location: Oceana County Services Building, 844 S. Griswold, Hart
Cost: This program is offered at no cost, with support from the Oceana County Planning Commission.
Instructor: Mary Reilly, AICP, MSU Extension

Who should attend?

Members of government bodies engaged in decision-making and administrative professionals responsible for creating meeting notices. Boards subject to OMA include elected boards and appointed boards such as a Planning Commission, Zoning Board of Appeals, Board of Review, Council on Aging, and many other boards and committees who have been delegated authority to make governmental decisions.

Register for the training

To register, contact Brittany Bostrom, Oceana County Administrator's office by phone (231)873-6703 or email bbostrom@oceana.mi.us

Accommodations for persons with disabilities may be requested by contacting Mary Reilly by April 12 at 231-889-4277. Requests received after this date will be honored whenever possible.

Questions?

Contact:

Brittany Bostrom, Oceana County Administrator's office, 231-873-6703
bbostrom@oceana.mi.us

or Mary Reilly, MSU Extension
reillym8@msu.edu
231-889-4277

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Thursday, April 24, 6:30-8:00 PM, 844 S. Griswold, Hart

CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
February 25th, 2025
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 – Rob Splane City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, DPW Superintendent – Brad Whitney, Economic Director – Nichole Kleiner, Sharon Hallack, Christina Juska, Rolando Salgado, Emily Sigler, and Mike Stevens

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- New residents to the City of Hart whom retired to here last summer have enjoyed discovering the City of Hart, and thankful for a Two page flier they picked up when visiting City Hall, while we visited Hart City Hall Office a couple of times and were warmly greeted and received helpful explanations to our questions also holds true for our nearly weekly visits to the Hart Library. We are glad to be Hart and appericate the kindness and helpfulness we have recived by City of Hart Staff.

CONSENT AGENDA:

- Approval of minutes from February 11th, 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 Consent Agenda and supported by K. Thomson
    - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2025-06 Adopt Poverty Exemption Guidelines and Policy.
  This Policy was written in accordance with and governed by MCL 211.7u, as amended.
  In order to be eligible for the poverty exemption, the claimant **MUST** do all of the following *on an annual basis:*
  1. Own and occupy as your principal residence, as defined in Section 7dd of the General Property Tax Act, the property for which the exemption is requested:
  2. File a claim with the Board of Review after January 1st, but before the day prior to the last day of the Board of Review, on a form approved by the State Tax Commission (STC):
  3. Provide federal and state income tax returns for all persons residing in the principal residence (also referred to as "household" or "Homestead") These income tax returns are those filed in the current year or in the immediately preceding year. If you did not file a Tax Return, then you **MUST** get a statement of benefits paid from the Social Security Administration or Michigan Department of Social Services and/or file an affidavit to affirm you were not required to file a Federal or State Tax Return.
  4. Produce a valid driver's license or other forms of identification.
  5. Produce a dee, land contract, or other evidence of ownership of the property for which the exemption is being requested.
  6. Meet the federal poverty income guidelines for the household, which are updated annually in the federal register by the United States Department of Health and Human Services; and
  7. Meet the ***claimant and total household asset*** levels set by the City of Hart.

INCOME & ASSET GUIDELINES
FOR POVERTY EXEMPTIONS

If your income exceeds the amounts shown or your assets exceed the amounts shown, you are NOT eligible for a Poverty Exemption.

Income Eligibility Updated Annually by the State Tax Commission

(income levels are updated annually**)**

SIZE OF FAMILY UNIT	POVERTY GUIDELINES
1	
2	
3	SET ANNUALLY BY STC BULLENTIN
4	
5	
6	
7	
8	
FOR EACH ADDITIONAL PERSON	

Applicants shall not have more than **$25,000** in assets to be eligible for consideration and no more cash than an amount equal to one month's gross household income. Assets do not include primary residence. Assets do not include 1 automobile per licensed driver residing in the primary residence.

GUIDELINES BY WHICH
POVERTY EXEMPTIONS ARE DETERMINED

Completed application form and all required documents and attachments MUST be filed with the Assessor's Office after January first and before the final meeting of the Board of Review in December.
Sign the form when you return it to the Assessor's Office
NOTE: The filing of a claim constitutes an appearance before the Board of Review. Also, the dates for filing will be updated annually in accordance with the State of Michigan Property Tax Calendar.

1. The Board of Review determines if Income Standards have been met.
2. The Board of Review determines if Asset Limits have been met.
3. The Board of Review has a right to inspect the property. If needed
4. The Board of Review will consider all revenue and non-revenue producing assets of the owner, co-owner and all members of the household. Any attempt to hide and/or shift assets to another person, business or corporation shall be grounds for denial.
5. Applications must be filed every year. If granted, the exemption is for one year only.
6. Applications will be reviewed by the Board of Review. The Board may ask applicants, or their authorized agents, to be physically present to answer questions. Teleconferencing for the purpose of asking questions of the applicant is allowable if the applicant is not able to attend.
7. Applicants, or their authorized agents, may have to answer questions regarding such subject as financial affairs, health and/or the status of people living in the principal residence at a meeting that is open to the public.
8. All applications will be evaluated based on data and statements given to the Board by the applicant. The Board may also use information gathered from any other source.
9. The Board of Review shall follow the policy and guidelines established herein when granting or denying an exemption.
10. Household income limits are adjusted annually to comply with the Federal Poverty Guidelines.
11. Applicants may appeal to the Board of Review decision to the Michigan Tax Tribunal Appeal information will be included with the Board of Review decision.

    - C. Burillo motioned to approve Resolution 2025-06 with $25,000 in assets and supported by J. Cunningham

- Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- MDOT Turn-Back Roadway, MDOT would like the City of Hart to take over State Street from Johnson to Polk. In doing that MDOT offered the City of Hart 1.75ml for repairs to be done. Look for more information to come March.
- AT&T Tower Lease, As mentioned in prior meeting, will offer option 2: Lump Sum Rent Payment Option: Provide a one-time lump sum payment of $625,500. In return, you will grant a **Forty (40)** year easement.
- Special Event Permit: - Pentwater-Hart- Montague Trail Celebrate Trails Day Event **(APPROVED)**
- Special Event Permit – Sauna Cold Plunge Cycling **(APPROVED)**
- Special Event Permit – Hart Mills Bike Race **(APPROVED)**
- Special Event Permit – Easter Sunrise Service **(APPROVED)**

CITY MANAGER'S REPORT:

Updates:

- Cyber-attacks: The City of Hart, OCCOA, Visitors Bureau, and others were subject to a unique malware email. As far as IT forensic investigators have found, no critical data was lost and no breach of security has been discovered. In the news: 24% increase in attacks in the last 2 months – 25 new malware variants are created every hour up to 200% over last year – Government Entities, utility infrastructure, and elected officials are at high risk of targeted phishing. *What are we doing?*
    - IronScales – Budgeted purchase currently being implemented (already set-up to scan all cityofhart.org emails, today it scanned 640 emails of which 286 were spam and 6 were targeted phishing emails).
        - Integrated cloud email security
        - Automated threat remediation
        - Built-in simulation testing and training program
    - Network Penetration testing – Budgeted purchase, testing in progress
        - Will result in action item report
    - New Firewall was installed in 2024
- The Safe Routes to Schools Project may see some forward movement. The MDOT archeology department will allow the use of cadaver dogs to screen for graves in the right-of-way. If no graves are found, the project will be green lit for construction in 2026
- City of Hart Clean-up Day March 25th – guidelines are on the City's website.

Legacy Topics:

- Safe Routes to School trail project – work with MDOT is on-going [meeting scheduled for Wednesday February 12 with MDOT]

Upcoming Topics:

- Redevelopment Ready Community re-certification in 2025
  Adoption of 5-year Park and Rec Master Plan
  Reaffirmation of the City Master plan
  TIFA By-Laws
  Zoning Drawings – add to ordinances
  Adopt Zoning Board of Appeals By-Laws
  Review proposal to have council members serve as ZBA
- Council review of rental inspection policies, procedures, and implementation.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- None

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:20pm. The next regularly scheduled meeting will be on March 11th, 2025, at 7:30 pm.

Respectfully Submitted

Kayla Swinhart

Karla Swihart, City Clerk

Payables Date 03.12.2025	Description	Total	General +	DPW	Energy	BPTF	Water
ACE 1 Port-A-Potties	Portable Restroom - Hydro Disc Golf	$ 100.00			$ 100.00		
ACE 1 Port-A-Potties	Portable Restroom - JGP Boat Launch	$ 100.00	$ 100.00				
Alta Construction Equipment	Equipment Renal 1/21/25-2/17/25	$ 1,836.00		$ 1,836.00			
Bishop, Marlies	Utility Deposit Refund	$ 14.92			$ 14.92		
Bryan, John	Utility Deposit Refund	$ 85.41			$ 85.41		
Charter	Internet	$ 80.00			$ 80.00		
City of Hart	Utility Bills	$ 26,784.29	$ 1,014.49	$ 1,106.51	$ 2,258.71	$ 19,093.84	$ 3,310.74
Consumers Energy	Utilities	$ 412.16			$ 412.16		
Crossroads Mobile Maintenance	2023 Freightliner Buckets	$ 4,403.73			$ 4,403.73		
Dacott	Power Purcahse Report	$ 650.00			$ 650.00		
Detroit Pump & Mfg Co.	Parts/Supplies	$ 1,478.78				$ 1,478.78	
DTE Energy	Natural Gas - All Depts	$ 7,699.51	$ 1,681.86	$ 1,665.38	$ 2,643.28	$ 1,297.64	$ 411.35
First Net	Police Modems	$ 88.46	$ 88.46				
Fish Window Cleaning	Window Cleaning - City Hall	$ 175.00	$ 175.00				
Gracon Services	Ironscales: 1 Year	$ 2,016.00	$ 672.00	$ 336.00	$ 336.00	$ 336.00	$ 336.00
Gracon Services	Add On - Ironscales: 1 Year	$ 504.00	$ 168.00	$ 84.00	$ 84.00	$ 84.00	$ 84.00
Hydrocorp	Cross Connection Control Program	$ 764.00					$ 764.00
Klotz Auto Parts	Auto Parts/Supplies	$ 554.39		$ 259.07	$ 107.53	$ 187.79	
Larson's Ace Hardware	Feb 2025 Statement - All Depts	$ 953.88	$ 234.76	$ 113.76	$ 264.32	$ 341.04	
LEAF	Copier Lease Fee - Police Dept	$ 49.61	$ 49.61				
Maner Costerisan	2024 Audit Expenses	$ 23,347.50	$ 5,836.89		$ 5,836.87	$ 5,836.87	$ 5,836.87
Michigan Finance Authority	State Revolving Fund- SemiAnnual Payment	$ 194,581.41				$ 194,581.41	
Model Coverall Service	Uniforms	$ 188.53			$ 88.60	$ 101.93	
MPPA	Purchased Power	$ 13,589.96			$ 13,589.96		
MPPA	Purchased Power	$ 21,449.72			$ 21,449.72		
NYE Uniform Company	Uniforms - Police Dept	$ 19.61	$ 19.61				
Pitney Bowes	Postage Meter - Lease Payment	$ 162.00	$ 40.50		$ 40.50	$ 40.50	$ 40.50
Pitney Bowes	Postage Meter Postage Refill 1/29/25	$ 502.25	$ 125.56		$ 125.57	$ 125.56	$ 125.56
Power Line Supply	Parts/Supplies	$ 139.00			$ 139.00		
Power Line Supply	Parts/Supplies	$ 1,075.25			$ 1,075.25		
Power Line Supply	Parts/Supplies	$ 5,766.92			$ 5,766.92		
Quill	Office Supplies - BioPure	$ 64.99				$ 64.99	
R.A. Dinkel & Associates	TEAM Program - Sports Bags	$ 657.19	$ 657.19				
Republic Services	Garbage Services - Starting Block	$ 195.53			$ 195.53		
Republic Services	Garbage Services - Washigton Parking Lot Dumpster	$ 113.52		$ 113.52			
Republic Services	Garbage Services - City Hall	$ 211.65	$ 211.65				
Republic Services	Garbage Services - BioPure Dumpster	$ 138.81				$ 138.81	
Republic Services	Garbage Services - Bike Trail	$ 50.00	$ 50.00				
Republic Services	Garbage Services - Historic District Dumpster	$ 211.62	$ 211.62				
Republic Services	Garbage Services - Solid Waste Contract	$ 18,567.80		$ 18,567.80			
Ricoh	Copier Overage Fees - City Hall	$ 110.09	$ 110.09				
Rotary Club of Hart	Quarter 3 Dues - R. Splane	$ 195.00	$ 195.00				
State of Michigan	Boiler Inspection	$ 160.00		$ 160.00			
Swihart's Septic Service	Pump Out - DPW Building	$ 350.00		$ 350.00			
Syncwave	Internet Hosting	$ 468.14	$ 107.66	$ 84.27	$ 84.27	$ 191.94	
T & R Electric	Parts/Supplies	$ 15,029.04			$ 15,029.04		
USA Bluebook	Parts/Supplies	$ 180.00				$ 180.00	
Wadel Stabilization	Trailer Pump Repair	$ 1,804.87				$ 1,804.87	
Wadel Stabilization	Wastewater System Improvements - Application 1	$ 1,817,188.92				$ 1,817,188.92	
West Michigan Drain Solutions	Clear Main Line Polk Rd by Hansen's	$ 600.00				$ 600.00	
Whitney, Devin	Reimbursement - Lake City Training	$ 474.98			$ 474.98		
	Sub-total	**$ 2,166,344.44**	**$ 11,749.95**	**$ 24,676.31**	**$ 75,336.27**	**$ 2,043,674.89**	**$ 10,909.02**
HAND CHECKS/ACH/EFT							
Alerus	City Share 401 Retirement - PR 194	$ -	$ -				
US Postmaster	Postage/Tax Bills						
AFLAC	Insurance Premium	$ -	$ -				
Guardian	Insurance Premium	$	$				
Delta Dental	Insurance Premium	$	$ -				
MWG/Amfirst	Insurance Premium	$ -	$ -				
Blue Cross Blue Shield	Insurance Premium	$ -	$ -				
	TOTAL HAND CHECKS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Sub-Total Regular Bills/Hand Checks		***$ 2,166,344.44***	***$ 11,749.95***	***$ 24,676.31***	***$ 75,336.27***	***$ 2,043,674.89***	***$ 10,909.02***
Gross Payroll	PR230						
Gross Payroll							
Gross Payroll							
	Sub-Total	**$ -**					
	GRAND TOTAL	***$ 2,166,344.44***	**$ 11,749.95**	**$ 24,676.31**	**$ 75,336.27**	**$ 2,043,674.89**	**$ 10,909.02**

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: February 25th, 2025

RECENT EVENTS

From Thursday, February 6th, 2025, through Wednesday, February 19th, 2025, the Hart Police Department received 53 complaints ranging from Mental Health Complaints, Missing Persons, Fraud Complaints, Alarms, Harassment Complaints, Property Damage Crashes, Family Troubles, Suspicious Situations, Vehicle Violations, Medical Assists, Unwanted Persons and Assist to Other Agencies.

On Thursday, February 6th, 2025, the Hart Police Department was dispatched to the 100 block of Lincoln Street regarding a Mental Health Complaint. A 48-year-old Hart man was reported to be actively suicidal. The man was alleging wanting to jump off a bridge to end his life. The man was taken into protective custody and transported to Trinity Health Mercy Hospital in Muskegon for a mental health evaluation.

On Thursday, February 6th, 2025, D/Sgt. Skipski presented the annual 5th-grade TEAM presentation. The class was conducted according to the TEAM (Teaching, Educating, and Mentoring) curriculum and will be held weekly for the next several months.

On Monday, February 10th, 2025, the Hart Police Department received information about a 32-year-old Walkerville man in the area who had a valid/active Felony warrant for his arrest. The man was located and taken into custody without incident. The man was also interviewed referencing an active breaking & entering complaint that occurred on Sunday, January 26th, 2025.

On Tuesday, February 11th, 2025, the Hart Police Department was dispatched to Polk Road near the US31 Expressway for a hit-and-run crash. An Oceana County Road Commission plow truck had been struck by a trailer of a semi-tractor trailer. While the semi was braking, the semi's trailer slid, striking a movable blade on the plow truck. The plow truck sustained minimal damage. The semi then entered the southbound entrance ramp, leaving the area. An investigation is ongoing.

On Tuesday, February 11th, 2025, the Hart Police Department was dispatched to the 50 block of State Street, referencing a family trouble complaint. A 19-year-old Hart woman reported her boyfriend, an 18-year-old Hart man, had left the home in a vehicle after an argument regarding their child in common. As the officer arrived, the man was noted operating a vehicle in the area. The man showed to have no license to operate a motor vehicle. The man was cited for Operating a Motor Vehicle without a License. The man volunteered to leave the home for the remainder of the day to avoid any further issues.

On Friday, February 14th, 2025, the Hart Police Department was dispatched to the 400 block of Hart Street, regarding a Domestic Assault. A 38-year-old Hart woman alleges to have been assaulted by a 39-year-old Hart man, by the man grabbing the woman by the wrist and pulling during an agreement. The woman had visible injuries to her wrist when speaking with officers. The man had left before law enforcement's arrival. The officers were able to locate the man on North State Street near Hilltop Drive. The man was arrested and lodged at the Oceana County Jail.

On Tuesday, February 18th, 2025, the Hart Police Department was dispatched to the 50 block of State Street, referencing a Domestic Assault. An 18-year-old Hart man alleges to have been assaulted by a 19-year-old Hart woman, being shoved during an altercation. The woman also alleges to have been choked by the man. The woman showed no injuries consistent with her statement of being strangled. The woman was also intoxicated at the time of contact. The woman was arrested and lodged at the Oceana County Jail. The department will also pursue criminal prosecution for Resisting and Opposing a Police Officer, as the woman continued to pull away from the officer and attempted to run away from the scene, along with Assaulting a Corrections Officer as the woman assaulted by kicking a Corrections Officer while in jail.

Respectfully,

J. Salazar,
Chief of Police

City of Hart Police Department

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

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: March 11th, 2025

RECENT EVENTS

From Thursday, February 20th, 2025, through Wednesday, March 5th, 2025, the Hart Police Department received 63 complaints ranging from Suspicious Situations, Minor in Possession of Vape Products, Medical Assists, Fraud Complaints, Traffic Hazards, Larcenies, Harassment/Threats Complaints, Alarms, Well-Being Checks, and Assist to Other Agencies.

On Saturday, February 22nd, 2025, the Hart Police Department was dispatched to the 3000 block of Polk Road, referencing a Fraud Complaint. A suspected Detroit man had passed a fraudulent check at this local business for more than $400.00. An investigation is ongoing.

On Monday, February 24th, 2025, D/Sgt. Skipski attended the Hart Middle School wrestling meet. D/Sgt. Skipski talked with patrons, students, and athletes, ensuring a safe and secure environment for all those in attendance.

On Tuesday, February 25th, 2025, D/Sgt. Skipski conducted public relations activities during the Hart Middle School parent/teacher conferences. D/Sgt. Skipski greeted and spoke with parents and staff, creating a positive environment for those in attendance.

On Wednesday, February 26th, 2025, the Hart Police Department was dispatched to the 300 block of Johnson Street regarding a suspected threat of school violence complaint. An 18-year-old Hart man was upset due to believing certain students had not received proper discipline from a staff member. The man threatened to take matters into his own hands, showing the staff member a small Nerf gun-style projectile. Officers located the man, and a Nerf gun was in his backpack. The man was turned over to his parents, and a report will be submitted to the Oceana County Prosecutor's Office for their review.

On Saturday, March 1st, 2025, the Hart Police Department was dispatched to the 200 block of State Street, referencing an Unwanted Person. A 52-year-old Hart woman was present at the store causing a disturbance due to store employees refusing to return a bottle of alcohol the woman claims to have purchased from the store. The woman was visibly intoxicated at the time of the contact. The woman was currently on a conditional bond release out of Muskegon County with a bond stipulation stating the woman was not to consume alcohol. The woman was arrested and lodged at the Oceana County Jail for a Conditional Bond Release Violation.

On Monday, March 3rd, 2025, the Hart Police Department was notified by a juvenile female that a 14-year-old juvenile boy allegedly had in his possession a firearm in the 300 block of Johnson Street on Friday, February 28th, 2025. An investigation is ongoing.

On Tuesday, March 4th, 2024, the Hart Police Department was dispatched to the 1000 block of Parmington Avenue, regarding an active structure fire. A 64-year-old Hart man reported boiling cooking oil on a flattop stove. The man entered the restroom area to tend his foot as he had recently undergone surgery. The man reported hearing a "popping" noise from the kitchen area. When entering the kitchen area, the man noted the cooking oil had boiled over in the pot, creating a small fire. The man retrieved a fire extinguisher, but the fire extinguisher was non-operational. The man awoke his wife, a 59-year-old Hart woman, and exited the residence as the fire became too big to control. The Hart Fire Department, Shelby-Benona Fire Department, and Pentwater Fire Department responded. The Oceana County Sheriff's Office and the Michigan State Police also assisted on the scene. No injuries were reported to law enforcement as a result of this fire. Several animals that were in the home were located deceased. At approximately 4:00 a.m. on Wednesday, March 5th, 2025, officers were dispatched to the 1000 block of Parmington Avenue, referencing a structure fire at the same home. The fire had rekindled, and the home at the time of the officer's arrival was fully engulfed. The Hart Fire Department, Shelby-Benona Fire Department, Pentwater Fire Department, and Ferry Township Fire Department responded. Unfortunately, the house was destroyed as a result of the rekindling.

On Tuesday, March 4th, 2025, the Hart Police Department initiated a traffic stop regarding an equipment violation on Johnson Street near Hart Street. An 18-year-old Hart man was cited for operating a Motor Vehicle without a License.

Respectfully,

J. Salazar,
Chief of Police

HART AREA FIRE DEPARTMENT

808 S. State Street
P.O. Box 125
Hart, MI 49420
Ph. (231) 873-3378
Fax (231) 301-8150
www.HartFireDepartment.org

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

FROM: Hart Area Administrative Board

DATE: March 3, 2025

SUBJECTS: Budget for the 2025/2026 year

At the Hart Area Fire Administrative Board meeting held on February 27, 2025 the Budget for the 2025/2026 budget year was passed.

In determining the amount to be paid by each of the entities that make up the Hart Area Fire Administrative Board the taxable value for 2024 was used at 1 mil. I have the enclosed the current budget year totals and the proposed budget for the 2025/2026 year .

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

Please contact Chairman Gary Beggs if there are any questions.

Sincerely,

Daniel Leimback
Sec/Treasurer

HART AREA FIRE

ADMINISTRATIVE BOARD

Meeting Minutes - February 27, 2025

The Hart Area Fire Administrative Board Meeting was called to order by Chairman Gary Beggs at 7:00PM. Others present for the meeting were, Jake Whelpley, Jerry Schaner, John Williams, Mike Powers, and Undersigned.

Others present for the meeting was Asst Chief Tubbs

Absent from the meeting was Mike Potter

Motion was made by Whelpley and supported by Doran to approve the agenda as presented. Voice Vote, all yes. Motion carried.

There were no audience in attendance

Motion was made by Powers and supported by Schaner to approve the minutes of the January 23 , 2025 meeting as presented. Voice Vote, All Yes. Motion Carried.

Treasurer advised that we had total bills for the month of $26,163.03 with a large amount to Mears Service Center to put new tires on two trucks and also to perform DOT Annual Inspections on the vehicles. A total fund balance is reported at 572,276.05. A motion was made by Powers and supported by Whelpley to pay the bills and accept the treasurers report. Roll Call vote. All Yes. Motion Carried.

An amendment to the budget was made by moving $2500.00 from Fire Prevention to Payroll Expense. A motion was made by Doran and supported by Schaner. Roll call vote. All Yes. Motion Carried.

Asst Chief Tubbs advised we have responded to 24 fire calls and 48 medicals so far this year. Chief Fuehring had surgery today so he was not able to attend.

There was no old business.

Under new business Chairman Beggs wanted to discuss looking into getting an SUV vehicle or pick up to run rescue calls and not use 171 for this service. He believes it would be more efficient not to be running a fire truck on every medical. He asked the board members to think about it and would discuss with the Chief. Truck 181 could be sold to help off set some of the cost. He does not think it would need to be a new vehicle. It was discuss among the board members and let the Firefighters and Chief decide.

HART AREA FIRE DEPARTMENT

Bills for approval on February 27, 2025

Larson and Son Hardware	Flex Hose Coupling		$29.42
Google	work station	Debit	$14.40
Mason - Oceana 911	Radio Activation		$750.00
Oceana County Firefighters Training Committee	Committee, Fire Trailer, Rehab		$1,250.00
Mears Service Center	143,142, 172, 151, 161,141		$19,184.79
Macqueen	2 Nozzles Elkhart Smooth Bore Pistol Grip		$935.00
Lake Michigan CPA Services	W 2 and 941 Processing		$150.00
Needle in a Haystack	Repair Coat		$25.20
FirePrograms	Fire calls reporting		$1,977.00
DTE			$521.24
Amazon		Debit	$67.23
Amazon		Debit	$138.93
Amazon		Debit	$52.56
Amazon	Return	Debit	$36.89

Bills for approval	$25,058.88
Approved Bills	$ 1,104.15
Total	$26,163.03

Michigan Class General Fund as of	1/25/2025	$374,388.69
Michigan Class Capital Improvement as of	1/25/2025	$ 67,310.15
Checking Account as of	1/26/2025	$128,847.22
Debit as of	1/26/2025	$1,729.99
	Total	$572,276.05

Michigan Department of Treasury
L-4028 (Rev. 3-95)

This form is issued under authority of Sections 211.34d and 211.150, M.C.L. Filing of this form is mandatory. Failure to file is punishable under Section 211.119, M.C.L.

64 - Oceana County
TOWNSHIPS & CITIES
2024 MILLAGE REDUCTION FRACTION COMPUTATION

INSTRUCTIONS: This form is to be completed by the county equalization director for all taxing jurisdictions which levy a property tax in their county. This form is to be filed with each unit of local government and with the State Tax Commission. Also provide a copy of this form to the equalization director of each county which shares an intercounty taxing jurisdiction.

On this initial computation form the 2024 millage reduction fraction (MRF) can be calculated only for taxing jurisdictions located exclusively within a single county. This will include the county unit as well as all townships and nearly every city and village. The MRF for a school district which is not fractional with any other county can also be calculated and listed on this form.

For any taxing jurisdiction which extends into one or more other counties, leave the MRF column blank and enter the notation "IC" for intercounty.

Code Number	Taxing Jurisdiction	2023 Taxable Value	2024 Taxable Value	Taxable Value of Losses	Taxable Value of Additions	2024 Millage Reduction Fraction
001	PENTWATER TOWNSHIP STC 14	263,945,512	286,310,677	538,824	5,819,531	0.9870
002	WEARE TOWNSHIP STC 16	59,525,752	64,368,297	161,019	1,617,381	0.9943
003	CRYSTAL TOWNSHIP STC 4	26,260,030	28,115,532	53,100	221,102	0.9874
004	COLFAX TOWNSHIP STC 3	41,243,927	44,220,380	104,085	953,970	0.9993
005	GOLDEN TOWNSHIP STC 7	225,410,193	246,714,208	665,664	6,096,343	0.9817
006	HART TOWNSHIP STC 10	92,972,581	99,343,630	444,800	1,965,797	0.9987
007	ELBRIDGE TOWNSHIP STC 5	31,994,416	34,066,863	18,102	547,109	1.0000
008	LEAVITT TOWNSHIP STC 11	29,428,440	31,306,089	232,527	500,890	0.9961
009	BENONA TOWNSHIP STC 1	193,447,547	211,046,389	219,078	7,122,521	0.9959
010	SHELBY TOWNSHIP STC 15	116,422,178	126,367,626	743,800	3,921,647	0.9929
011	FERRY TOWNSHIP STC 6	36,823,829	40,164,379	63,172	1,046,564	0.9877
012	NEWFIELD TOWNSHIP STC 12	79,326,628	84,923,450	89,295	1,228,384	0.9950
013	CLAYBANKS TOWNSHIP STC 2	78,426,987	84,022,342	8,799	2,084,300	1.0000
014	GRANT TOWNSHIP STC 8	85,657,030	94,947,727	483,573	4,986,852	0.9951
015	OTTO TOWNSHIP STC 13	27,716,589	30,983,531	5,000	1,069,772	0.9736
016	GREENWOOD TOWNSHIP STC 9	36,790,600	39,569,170	49,980	635,072	0.9918
20	CITY OF HART STC 51	54,406,055	60,000,271	504,687	2,612,357	0.9871
64	TOWNSHIP & CITY TOTALS	1,479,798,294	1,606,470,561	4,385,505	42,429,592	

Hart Area Fire Adminstrative Board
Profit & Loss Budget vs. Actual
July 2025 through June 2026

	Jul '25 - Jun 26	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
101-000-401 City of Hart Income	0.00	60,000.00	-60,000.00	0.0%
101-000-402 Golden Twp Income	0.00	246,714.00	-246,714.00	0.0%
101-000-403 Hart Twp Income	0.00	99,343.00	-99,343.00	0.0%
101-000-404 Weare Twp Income	0.00	64,368.00	-64,368.00	0.0%
101-000-600 Sale of Assets	0.00	2,000.00	-2,000.00	0.0%
101-000-664 Interest Income	0.00	1,000.00	-1,000.00	0.0%
101-000-691 Cash Reserves	0.00	1,000.00	-1,000.00	0.0%
101-000-693 Fire Reports	0.00	50.00	-50.00	0.0%
101-000-695 Misc. Income	0.00	500.00	-500.00	0.0%
101 000 696 DNR Grant	0.00	5,000.00	-5,000.00	0.0%
Oceana County - Treasurer	0.00	43,000.00	-43,000.00	0.0%
Total Income	0.00	522,975.00	-522,975.00	0.0%
Gross Profit	0.00	522,975.00	-522,975.00	0.0%
Expense				
101-336-391 Capital Improvement	0.00	124,975.00	-124,975.00	0.0%
101-336-702 Administrative Wage	0.00	4,000.00	-4,000.00	0.0%
101-336-703 Fireman Wages	0.00	150,000.00	-150,000.00	0.0%
101-336-704 Payroll Expenses	0.00	50,000.00	-50,000.00	0.0%
101-336-710 Fire Prevention	0.00	3,000.00	-3,000.00	0.0%
101-336-726 Supplies	0.00	9,000.00	-9,000.00	0.0%
101-336-733 Equipment Maint	0.00	6,000.00	-6,000.00	0.0%
101-336-801 Administrative Fees	0.00	11,000.00	-11,000.00	0.0%
101-336-850 Radio Purch & Maint	0.00	15,000.00	-15,000.00	0.0%
101-336-853 Telephone	0.00	4,000.00	-4,000.00	0.0%
101-336-865 Training	0.00	9,000.00	-9,000.00	0.0%
101-336-876 Equipment Testing	0.00	8,000.00	-8,000.00	0.0%
101-336-910 Insurance	0.00	24,000.00	-24,000.00	0.0%
101-336-920 Utilities	0.00	7,000.00	-7,000.00	0.0%
101-336-931 Truck Maintenance	0.00	20,000.00	-20,000.00	0.0%
101-336-933 Building Maintenanc	0.00	8,000.00	-8,000.00	0.0%

Hart Area Fire Adminstrative Board
Profit & Loss Budget vs. Actual
July 2025 through June 2026

	Jul '25 - Jun 26	Budget	$ Over Budget	% of Budget
101-336-934 Truck Fuel	0.00	10,000.00	-10,000.00	0.0%
101-336-956 Equip Purch	0.00	60,000.00	-60,000.00	0.0%
Total Expense	0.00	522,975.00	-522,975.00	0.0%
Net Ordinary Income	0.00	0.00	0.00	0.0%
Net Income	**0.00**	**0.00**	**0.00**	**0.0%**

Hart Area Fire Adminstrative Board
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
101-000-401 City of Hart Income	27,203.00	54,406.00	-27,203.00	50.0%
101-000-402 Golden Twp Income	112,705.00	225,410.00	-112,705.00	50.0%
101-000-403 Hart Twp Income	46,515.50	93,031.00	-46,515.50	50.0%
101-000-404 Weare Twp Income	29,819.00	59,638.00	-29,819.00	50.0%
101-000-600 Sale of Assets	0.00	0.00	0.00	0.0%
101-000-664 Interest Income	12,785.99	1,000.00	11,785.99	1,278.6%
101-000-691 Cash Reserves	0.00	1,000.00	-1,000.00	0.0%
101-000-693 Fire Reports	20.00	50.00	-30.00	40.0%
101-000-695 Misc. Income	8,628.01	500.00	8,128.01	1,725.6%
101 000 696 DNR Grant	0.00	0.00	0.00	0.0%
Oceana County - Treasurer	29,150.00	40,000.00	-10,850.00	72.9%
Total Income	266,826.50	475,035.00	-208,208.50	56.2%
Gross Profit	266,826.50	475,035.00	-208,208.50	56.2%
Expense				
101-336-391 Capital Improvement	11,772.00	112,000.00	-100,228.00	10.5%
101-336-702 Administrative Wage	1,800.00	4,000.00	-2,200.00	45.0%
101-336-703 Fireman Wages	68,300.00	140,000.00	-71,700.00	48.8%
101-336-704 Payroll Expenses	26,369.84	27,500.00	-1,130.16	95.9%
101-336-710 Fire Prevention	0.00	500.00	-500.00	0.0%
101-336-726 Supplies	4,291.70	8,000.00	-3,708.30	53.6%
101-336-733 Equipment Maint	3,302.78	5,000.00	-1,697.22	66.1%
101-336-801 Administrative Fees	8,610.97	9,000.00	-389.03	95.7%
101-336-850 Radio Purch & Maint	19,662.19	25,000.00	-5,337.81	78.6%
101-336-853 Telephone	1,364.24	4,000.00	-2,635.76	34.1%
101-336-865 Training	1,354.56	9,000.00	-7,645.44	15.1%
101-336-876 Equipment Testing	5,239.13	8,000.00	-2,760.87	65.5%
101-336-910 Insurance	20,307.94	24,000.00	-3,692.06	84.6%
101-336-920 Utilities	3,525.02	6,000.00	-2,474.98	58.8%
101-336-931 Truck Maintenance	26,750.19	20,000.00	6,750.19	133.8%
101-336-933 Building Maintenanc	179.04	8,000.00	-7,820.96	2.2%

Hart Area Fire Adminstrative Board
Profit & Loss Budget vs. Actual
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	$ Over Budget	% of Budget
101-336-934 Truck Fuel	2,831.63	8,000.00	-5,168.37	35.4%
101-336-956 Equip Purch	9,508.92	57,035.00	-47,526.08	16.7%
Total Expense	215,170.15	475,035.00	-259,864.85	45.3%
Net Ordinary Income	51,656.35	0.00	51,656.35	100.0%
Net Income	**51,656.35**	**0.00**	**51,656.35**	**100.0%**

RESOLUTION 2025-07
City Council
City of Hart, Michigan
Oceana County

ACCEPT PROPOSAL FOR PROFESSIONAL WATER QUALITY SAMPLING AND REPORTING AND RECOMMENDATION SERVICES FOR HART LAKE WATER QUALITY IMPROVEMENT PLAN

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

WHEREAS, Hart Energy owns and maintains Hart Dam which generates hydro-electric energy from the impoundment it creates; and

WHEREAS, in 2015 The City of Hart was required to enter into an Administrative Consent Order which implemented a series of projects and concessions that included a Long-Term Temperature Reduction Plan to bring the effluent from Hart lake into the South Branch of the Pentwater River into Designated Cold Water Fishery water quality compliance; and

WHEREAS, in the past ten years, the city has continued to take mandated steps to seek water quality compliance; and

WHEREAS, in 2024, The Department of Environment, Great Lakes, and Energy (EGLE) requested that the city update the existing LTRP and implement new measures seeking compliance; and

WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Accepts the proposal from Progressive Companies in the not-to-exceed amount of $23,000.

Authorizes and directs the City Manager to accept and sign the proposal and implement the Water Quality Sampling, Reporting, and Recommendation program, in pursuit of developing a new Water Quality Improvement Plan.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on March 11, 2025.

Ayes: __ Nays: __ Absent: __

PROGRESSIVE COMPANIES

Schedule of Invoice Rates - 2025

Hourly Staff Charges

Class 10 Personnel	Director, Principal	$275/hour
Class 9 Personnel	Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	$215/hour
Class 8 Personnel	Director of Strategy and Transformation, Senior Construction Project Manager, Senior Engineer, Senior Planner, Senior Project Manager	$195/hour
Class 7 Personnel	Construction Administrator, Project Manager II, Senior Architect, Senior Construction Superintendent, Senior Environmental Scientist, Senior Project Designer, Senior Surveyor	$180/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Planner III, Project Designer, Senior Engineering Designer, Senior Interior Designer, Senior Landscape Architect	$155/hour
Class 5 Personnel	Architect, Construction Project Manger, Engineer, Project Manager, Senior Architectural Staff, Senior Engineering Technician	$130/hour
Class 4 Personnel	Architectural Staff, Architectural Technician, Engineering Designer, Environmental Scientist II, Interior Designer II, Landscape Architect II, Planner II, Survey Technician	$115/hour
Class 3 Personnel	Construction Observer, Construction Superintendent, Environmental Scientist, Interior Designer, Landscape Designer	$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Assistant	$85/hour
Class 1 Personnel	Intern	$60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a $25 per month Misc. Office Expense charge. This charge will not be applied to invoices under $1,000.
5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum $100 per drawing or $500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 70¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at $250 per day. Traffic Counters at $60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at a higher rate.
3. Hourly staff charges and expenses are subject to change annually.

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:

NAME OF EVENT: Zumba Class

DATE OF EVENT: Monday, Tuesday, Wednesday TIME: M+Tue 6pm TO 7pm
Wed 5pm – 6pm

RAIN DATE OF EVENT: MUST PROVIDE April – October

LOCATION AND/OR ROUTE OF EVENT: John Gurney Park
Weather Permitting

DESCRIPTION OF EVENT: Zumba Fitness class

SPECIAL NEEDS: None.

NAME OF ORGANIZATION OR SPONSOR: Super Fitness Rosario Mendoza

ADDRESS: 625 State St. Hart. Mi 49420

CONTACT PERSON: Rosario Mendoza

PHONE: 231-760-3944 FAX:

EMAIL: charolasrock@yahoo.com

X _____

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE 3-6-2025

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

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

MARKEL INSURANCE COMPANY

MEMBER CERTIFICATE

CERTIFICATE NUMBER: U00110354 DATE: 02/27/2025

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:

MASTER POLICY NUMBER: M1RPG0000000500400

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

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

NAMED INSURED (CERTIFICATE HOLDER)

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

Rosario Mendoza DBA: Super Fitness

625 S State St Hart, MI 49420

Effective Date: 02/27/2025 at 09:08 PM EDT

Expiration Date: 02/27/2026 12:01 AM

This replaces prior Certificate Number:

Plan Administered By

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

Insurer

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

Contact Information

Name: MM - Fitness Instructors

Phone 1-800-506-4856

Fax: 1-260-459-5502

Email: info@fitnessinsurance-kk.com

Producer Name And Mailing Address

K&K Insurance Group, Inc.

1712 Magnavox Way

Fort Wayne, IN 46804

To Report A Claim

By Phone: 1-800-237-2917

By Fax: 1-312-381-9077

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

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

Description Of Operations, Premises, And Operations

Description Of Operations:
Certified Instructor of: Aquatic Exercise,ZUMBA,Exercise

Premises And Operations:

Location No.	Address	Operations
	Refer to MGL 1576	

Limits of Insurance

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

Additional Coverages

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

	Limit Of Insurance	
Bodily Injury to Participants	$1,000,000	Each Occurrence
Professional Liability	$1,000,000	Each Wrongful Act Limit
Abuse, Molestation, or Exploitation Defense Cost Reimbursement	$100,000	Per Claim / $100,000aggregate per policy period

Endorsements

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

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

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

Member Certificate Premium
Commercial General Liability Premium: $179.00

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

Countersigned: 02/27/2025
Date

By: Scott Rudnick
AUTHORIZED REPRESENTATIVE

PROGRESSIVE COMPANIES

October 17, 2024

Rob Splane
City Manager
City of Hart
407 South State Street
Hart, MI 49420

Re: Proposal for Professional Water Quality Sampling and Reporting and Recommendations Services for Hart Lake Water Quality Improvement Program

Dear Mr. Splane,

Thank you for the opportunity to work with the City of Hart (City) to create a plan to improve water quality conditions in Hart Lake (Lake). Progressive Companies is pleased to present this proposal for the Hart Lake Water Quality Improvement program. Following is our understanding of the project, our scope of services, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT
The project, as we understand it, is to review and collect water quality and watershed characteristic data to better understand the water quality within the Lake and surrounding watershed. Using this data, Progressive Companies will develop a list of practical improvement projects. Our understanding is that the City requests to satisfy recommendations from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), desires to make efforts to reduce phosphorus levels, lower water temperatures, and increase dissolved oxygen of waters flowing from the Lake into the South Branch of Pentwater River.

SCOPE OF BASIC SERVICES
Based upon the above project understanding, we will provide the following scope of services:

Water Quality Sampling:
1. Identify strategic locations within the Lake and along the South Branch of the Pentwater River, Chippewa Creek, and Russel Creek to collect water quality samples.
2. Collect water quality samples to evaluate the present condition of the Lake. At a minimum, samples would be collected during spring and late summer at 10-foot intervals over the deepest portion of the Lake to measure temperature, dissolved oxygen, total phosphorus, and chloride. In addition, surface water chlorophyll-a levels and water transparency would be measured during each of the aforementioned sampling periods.
3. Samples would be collected during two (2) high-flow and two (2) low-flow events to characterize stream flow and nutrient and sediment loading to the Lake from Russel Creek, Chippewa Creek and one (1) upstream site on Pentwater River. Parameters sampled would be total phosphorus, total suspended solids, chloride, temperature, and dissolved oxygen.

Reporting and Recommendations:
1. Review historical and recent water quality data provided by the City.
2. Report and summarize water quality data collected and compare it to historical data.
3. Create a list of attainable projects to increase the water quality of the Lake.
4. Estimate costs of recommended projects.
5. Attend a City meeting to present findings.

SCHEDULE
Services will be provided October 2024 through December 2025.

PROFESSIONAL COMPENSATION
Based upon the above identified scope of services, Progressive Companies proposes the following compensation:

The cost of the Water Quality Sampling services will not exceed $7,000.
The cost of the Reporting and Recommendations services will not exceed $16,000.

The total annual cost of the services is not to exceed $23,000 (twenty-three thousand dollars). Compensation will be billed on a time and materials basis at a quarterly rate and will be invoiced according to the attached Schedule of Invoice Rates.

Progressive Companies has prepared this proposal for the City of Hart and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Companies in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Richard C. Buteyn
Environmental Scientist

Jeffrey M. Roman, PE, LEED AP
Director of Engineering

Accepted By: _____

Printed Name: _____ Date: _____

CITY OF HART

RCB/ecy
\\dms1\projects\98930001\WIP DOCUMENTS\Contract\2024 10 17 Hart Lake Water Quality Improvements Proposal.docx

The parties to this Agreement, Progressive Companies, Grand Rapids, Michigan, USA, hereinafter called the ENGINEER and Ferris State University, Big Rapids, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Scope of Services: The services provided by the ENGINEER shall be limited to those described in the proposal dated October 17, 2024. The parties agree that the Standard Agreement Provisions incorporated herein shall govern.

2. Term: If services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be compensated as additional services.

3. Changed Conditions: If, during the term of this Agreement, the ENGINEER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ENGINEER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for re-negotiation of appropriate portions of the Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.

5. Standard of Care: Professional Services provided by the ENGINEER will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers and engineers practicing in the State where the Project resides. In reference to the Standard of Care, the Owner and ENGINEER acknowledge that changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the plans and specifications, and, therefore, that the costs of the project may exceed the construction contract sum. The Owner and ENGINEER agree that a design contingency in the amount of three percent (3 percent) of the cost of the work be established, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the ENGINEER or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Costs or expenses that are considered value added/betterment (see Paragraph 29) to the project shall not be applied against the design contingency. The design contingency shall be established as a line item in the overall project budget and be carried through the project's construction phase.

6. Schedule for Rendering Services: The ENGINEER shall prepare and submit for OWNER approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.

7. Payment Terms: Invoices will be submitted by the ENGINEER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the

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original invoice date. If past due invoices cause the ENGINEER to proceed with legal action or collection services, the OWNER agrees to pay all of the ENGINEER's collection expenses including reasonable attorney fees.

8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinions of probable construction costs are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ENGINEER's opinion of probable construction cost.

9. Ownership of Instruments of Service: The OWNER acknowledges the ENGINEER's design documents, including electronic files, reports, drawings, worksheets, plans, supporting documents and other material as the ENGINEER's instruments of professional service. Provided that the OWNER complies with all obligations of this Agreement and, upon completion of the services and payment in full of all monies due to the ENGINEER, the ENGINEER shall provide the OWNER with an exclusive agreement to use the final construction documents prepared under this Agreement for construction or maintaining the project. The OWNER shall not reuse or make any modifications to the construction documents without the prior written authorization of the ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEER.

   Under no circumstances shall the transfer of ownership of the ENGINEER's drawings, specifications, electronic files, or other instruments of service be deemed a work made for hire, or sale by the ENGINEER, and the ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ENGINEER's copyrights or intellectual property rights including Universal Design innovation strategies, checklists, reports and processes in any of the foregoing, full ownership of which shall remain with ENGINEER, absent the ENGINEER's express prior written consent.

   Native format software models (NFSM) used in development and/or analysis of the OWNER's power system(s) are considered the intellectual property of the ENGINEER. The ENGINEER reserves the right of sole ownership of said NFSM. Sole ownership by the ENGINEER shall survive termination or expiration of the agreement with the OWNER and shall not be restricted by any constraint.

10. Digital Data/Electronic Media: The ENGINEER reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ENGINEER in CAD form. Release of digital data will be by execution of the ENGINEER's digital data licensing Agreement (AIA Document C106-2013 or latest edition). Copies shall be for information and used by the OWNER for the specific purpose for which the ENGINEER was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ENGINEER's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ENGINEER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation. Under no circumstance shall the transfer of drawings

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or data or other instruments of service on digital data for use by the Recipient be construed to be as a sale. ENGINEER makes no warranties, either express or implied or of merchantability or of fitness for a particular purpose. To the extent that the digital data includes building information models (Models), the parties agree to the following terms. (1) The Models are intended for the purpose of communicating design intent only and are not construction documents. (2) The Models may not detect all conflicts or inconsistencies. (3) The Models are not intended for quantity take-offs, cost estimates, fabrication, or dimensional purposes. (4) Information contained in the Models will not be construed to dictate construction means or methods. This will remain the Contractor or Fabricator's responsibility.

11. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

    If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

    No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any Agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

    The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

    The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

12. Termination: If the OWNER fails to make payments in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER's option, cause for suspension of services. The ENGINEER shall provide seven days' written notice. If the OWNER or ENGINEER suspends the Project, the ENGINEER shall be compensated for services performed prior to notice of suspension. The ENGINEER's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the ENGINEER shall be compensated by the OWNER for services performed prior to termination and reimbursable

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expenses including costs attributable to termination, including the costs attributable to the ENGINEER's termination of consultant Agreements.

13. Professional Liability Insurance and Limitation of Liability: The ENGINEER maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed the amount of the ENGINEER's compensation for the Project.

14. Indemnification: Subject to the limitation in Paragraph 13 above the ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

    The OWNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

    Neither OWNER or ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

    The OWNER and ENGINEER waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including disruptions to business operations or loss of profits.

15. Mutual Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

16. Delays: The OWNER agrees that the ENGINEER is not responsible for any damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics, or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

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17. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.

18. ADA Requirements: The ENGINEER shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guarantee compliance due to the fact it is civil rights legislation and open to many different interpretations.

19. Code Compliance: The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

20. Buried Utilities: The OWNER will be responsible for furnishing the ENGINEER information identifying the type of all underground utilities and verifying their specific locations. The ENGINEER (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ENGINEER for damages to underground improvements. The OWNER further agrees to indemnify and hold the ENGINEER harmless from any damage, liability, or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.

21. Condominium Conversion: If the ENGINEER's services and Construction Documents are intended for the design and construction of residential or commercial rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ENGINEER shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.

22. Energy Tax Deduction: The ENGINEER may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce overall energy use of a building. If Progressive AE determines that this Project meets the relevant 179D qualification criteria, the OWNER agrees to allocate the tax deduction to Progressive AE by signing an Allocation Acknowledgement form which is required by the IRS to receive the deduction.

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23. Evaluation of Work: The ENGINEER shall have authority to reject work that does not conform to the contract documents; however, the ENGINEER does not have authority to stop work at any time.

24. Hazardous Materials: The ENGINEER shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

25. Hiring of Personnel: OWNER may not directly hire any employee of the ENGINEER. OWNER agrees that it shall not, directly, or indirectly solicit any employee of the ENGINEER from accepting employment with OWNER, affiliate companies, or competitors of ENGINEER.

26. Means and Methods: The ENGINEER shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the ENGINEER be responsible for the constructor's failure to perform work in accordance with the contract documents.

27. Site Signage: The ENGINEER shall be permitted to install on the project premises an exterior sign of not more than sixty square feet for promotional purposes. The location of the sign shall be mutually agreed upon by OWNER and ENGINEER, not to be unreasonably withheld by either.

28. Timeliness of Performance: The OWNER and ENGINEER are aware that many factors outside the Agreement control may affect the ENGINEER's ability to complete the services to be provide under Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

29. Value-Added/Betterment: If, due to the ENGINEER's error or omission, any required item or component of the project is omitted from the ENGINEER's Construction documents, the ENGINEER shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the ENGINEER be responsible for any cost or expenses that provides value, upgrade, or enrichment of the project.

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PROGRESSIVE COMPANIES

Schedule of Invoice Rates - 2025

Hourly Staff Charges

Class 10 Personnel	Director, Principal	$275/hour
Class 9 Personnel	Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	$215/hour
Class 8 Personnel	Director of Strategy and Transformation, Senior Construction Project Manager, Senior Engineer, Senior Planner, Senior Project Manager	$195/hour
Class 7 Personnel	Construction Administrator, Project Manager II, Senior Architect, Senior Construction Superintendent, Senior Environmental Scientist, Senior Project Designer, Senior Surveyor	$180/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Planner III, Project Designer, Senior Engineering Designer, Senior Interior Designer, Senior Landscape Architect	$155/hour
Class 5 Personnel	Architect, Construction Project Manger, Engineer, Project Manager, Senior Architectural Staff, Senior Engineering Technician	$130/hour
Class 4 Personnel	Architectural Staff, Architectural Technician, Engineering Designer, Environmental Scientist II, Interior Designer II, Landscape Architect II, Planner II, Survey Technician	$115/hour
Class 3 Personnel	Construction Observer, Construction Superintendent, Environmental Scientist, Interior Designer, Landscape Designer	$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Assistant	$85/hour
Class 1 Personnel	Intern	$60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a $25 per month Misc. Office Expense charge. This charge will not be applied to invoices under $1,000.
5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum $100 per drawing or $500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 70¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at $250 per day. Traffic Counters at $60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at a higher rate.
3. Hourly staff charges and expenses are subject to change annually.