City of Hart, Michigan
CITY COUNCIL AGENDA
November 12, 2024, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Cunningham, Evans, Hodges, Klotz, Trygstad, Platt
3. Pledge of Allegiance
4. Motion to Accept Resignations
    a. Jim Cunningham - Appointed City Council Position
    b. Amanda Klotz - Elected City Council Position
5. Oaths of Office
    a. Mayor-Elect Amanda Klotz
    b. Council Members-Elect Jim Cunningham, Dean Hodges, Karen Thomson
    c. Consideration of Appointment to Vacant Council Seats
6. Approval of Agenda
7. 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
8. Consent Agenda:
    a. Approval of Minutes from October 22, 2024
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
9. Action Items
    a. Resolution 2024-32 Approve Metro Act Right-of-Way Application
    b. Resolution 2024-33 Accept quotes and award fire hydrant replacement work
    c. Nominate and Vote to Elect Mayor Pro-Tem
10. Discussion Items
    a. Special Event Permit – Lighted Holiday Parade
    b. Mid-Michigan Community Action Agency Weatherization Trailer
    c. Appointment of City Officers
    d. Appointment of Council members to Boards and Commissions
11. City Manager Report
12. Communications from the Mayor and Council (Including board and committee updates.)
13. Adjournment –

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Name	Title	Term	Elected	Exp. Date	
Jim Cunningham (Appointed)	*Councilor*	4 Year	11/2022	11/2026	Black = prior to 11/5/24
Cunningham to resign = Position Open		Partial		11/2026	Red = after 11/5/24
Proposed appointment of Andrew Mullin, write in candidate.					
Replaced Fred Rybarz-Justin Adams					
Catalina Burillo (Elected)	*Councilor*	4 year	11/2022	11/2026	
Dean Hodges (Elected)	*Councilor*	4 year	11/2020	11/2024	
Most votes as a write in (Elected)		4 year	11/2024	11/2028	
Jim Evans (Elected)	*Councilor*	4 year	11/2020	11/2024	
Jim Cunningham (Elected)			11/2024	11/2028	
Kris Trygstad (Elected)	*Councilor*	2year	11/2022	11/2024	
Karen Thomson (Elected)		4 year	11/2024	11/2028	
Vicki Platt (Mayor - Elected)	*Mayor*	2 year	11/2022	11/2024	
Amanda Klotz (Elected)		2 year	11/2024	11/2026	
Amanda Klotz (Elected) Mayor Pro-Tem	*Councilor*	4 year	11/2022	11/2026	
Klotz to resign = Position Open		Partial		11/2026	
Proposed appointement of Betty Root, write-in candidate.					
Mayor - 2 year term / Council 4 year term					

CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
October 22nd, 2024
MINUTES – Approved

PRESENT: Mayor Vicki Platt, Councilors Catalina Burillo, Jim Cunningham, Dean Hodges, Amanda Klotz and Kris Trygstad
ABSENT: Jim Evans
OTHERS PRESENT: City Manager – Rob Splane City Clerk – Karla Swihart, JGP Manager – Chris TerHaar, Justin Adams, Sharon Hallack, Christine Juska, Rolando Salgado and Emily Sigher

Mayor Platt called the meeting to order; following the roll call, then led the Council in the pledge of allegiance.

APPROVAL OF AGENDA:

- A. Klotz motioned to approve Amended agenda and was supported by K. Trygstad
  - Ayes: 6 Nays: 0 Absent: 1

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- State of Michigan Governor Proclamation, Michigan Public Power week
- City of Hart Treasurer, Karla Swihart – Michigan Certified Professional Treasurer

CONSENT AGENDA:

- Approval of minutes from October 8th, 2024
- 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 J. Cunningham
  - Ayes: 6 Nays: 0 Absent: 1

ACTION ITEMS:

- Resolution 2024-29 Approve Water Rate Study Proposal
  WHEREAS, the City of Hart owns and operates a water distribution system; and
  WHEREAS, recent City auditors highlighted the water distribution system is somewhat underfunded based on their analysis for general operational health of the utility; and
  WHEREAS, the City is considering several million dollars in water system capital improvements that will parallel work with the City's wastewater and stormwater infrastructure; and
  WHEREAS, utility funds should be self-supporting and it has been over seven years since the last rate/cost of service study was conducted;
  WHEREAS, 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
  Approve selecting Bendzinski & Co. Municipal Financial Advisors to conduct a water utility rate study at a cost not to exceed $9,000

  - A. Klotz motioned to approve Resolution 2024-29 and supported by C. Burillo
    - Ayes: 6 Nays: 0 Absent: 1
- Resolution 2024-30 Approve Drinking Water State Revolving Fund Revenue Bond Advisor
  WHEREAS, the City of Hart owns, operates and maintains municipal water and wastewater systems; and
  WHEREAS, the City of Hart is considering the letting of revenue bonds to provide funding for a series of water system capital improvement projects as adopted by council; and

WHEREAS, the City of Hart has been tentatively awarded financing and principal forgiveness from the State of Michigan's Drinking Water State Revolving Loan Fund ("DWSRF"). This low interest loan will cover the funds needed for the proposed projects. The DWSRF loan will be evidenced by the City's issuance of revenue bonds under the provisions of Act 94 of the Public Acts of Michigan of 1933, as amended ("ACT 94").; and
WHEREAS, a municipal financial advisor will be required to oversee preparation and processing of bond funding related documents including revenue support consulting, debt structuring, timetable management, application preparation, liaison assistance with the Municipal Finance Authority and the Department of Treasury; and
WHEREAS, 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 submitted from Bendzinski & Co. Municipal Finance Advisors to provide services related to 2025 DWSRF Bonds for the fee of $14,850. City Council further authorizes the City Manager to sign and execute any related documents to this expenditure.

- C. Burillo motioned to approve Resolution 2024-30 and supported by J. Cunningham
  - Ayes: 6 Nays: 0 Absent: 1

- Resolution 2024-31 Approve Engineering Services Proposal for DWSRF Implementation

WHEREAS, the City of Hart is responsible for the maintenance and operation of water, wastewater, and storm water sewer systems including roadway above those systems; and
WHEREAS, the City of Hart has been awarded 20% principal loan forgiveness though the State of Michigan Drinking Water State Revolving Fund Loan at an interest rate of 2% to assist the City in the replacement of the aging water system components as outlined in the Project Plan adopted by City Council; and
WHEREAS, the City must obtain a qualified engineering entity to properly oversee the design, construction, and financial reporting of this critical infrastructure; 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 for engineering services from Prein and Newhof not to exceed $591,200 to provide professional engineering services and fund administration for the following projects

- *Oceana Drive Low Pressure Tank Loop – Extends a transmission main from the low-pressure tank to the end of the City's system south of Polk Rd*
- *Orchard Street and Peach Street – Abandons old 2-inch water main and replace with 6-inch water main from Lake Street to Lake Street. Replace all water services within project area removing them from the old undersized mains. Including partial road replacement.*
- *Hart and Washington Intersection Utility Repair – Improves valving within the intersection, abandons portions of an old redundant 6-inch water main. Repairs an active sanitary sewer failure in the intersection.*
- *Lead Service Line Replacement (LSLR) – Replaces approximately 97 lead service lines at yet to be determined locations within the City.*
- *Flood Well Replacement – Replaces the City's Flood well and well house at a location to be determined.*

Council authorizes the City Manager to sign and execute related contractual agreement.

- A. Klotz motioned to approve Resolution 2024-31 and supported by K. Trygstad
  - Ayes: 6 Nays: 0 Absent: 1

DISCUSSION ITEMS:

- Review of City Goals and Projects from November 2018 to Present

CITY MANAGER'S REPORT:

Updates:

- Downtown Sidewalk replacement project near complete
- Tree trimming and tree removal downtown began today in preparation for winter decorating and streetscape project.
- A new issue was found at Hart BioPure as air is leaking from the aeration header through corroded iron pipes. Work is being done to identify options and the best course of action.
- DPW department has needed a new dump truck for several years. As each budget is set funding has not allowed for this capital purchase. Recently maintenance costs of the truck in the poorest condition have become significant. A decision will have to be made soon on how best to proceed to protect our ability to remove snow efficiently.
- Movie night and Boo-gie Bash at the Hart Historical District this Saturday 5-9
- Hart Prize voting ends October 28th, get your vote in!
- Congratulations to City Treasurer Karla Swihart on graduating from the three-year effort and becoming a Michigan Certified Professional Treasurer!

Legacy Topics:

- Safe Routes to School trail project

Upcoming Topics:

- Adoption of 5-year Park and Rec Master Plan
- Council review of rental inspection policies, procedures, and implementation.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- C. Burillo would like the Council and City Manager to please attend the next Hart Cemetery Board Meeting, which will be held on Monday Jan 20th at the Hart Township Hall
- Mayor Platt would like to thank all for everything over the few years, It was a joy to be your Mayor.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned upon a motion by A. Klotz and supported by K. Trygstad. The next regularly scheduled meeting will be on November 12th, 2024, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Payables Date 11.13.2024	Description	Total	General +	DPW	Energy	BPTF	Water
ACE 1 Port-A-Potties	Portable Restroom - Vet's Park	$ 175.00			$ 175.00		
Alta Industrial Equipment	Maintenance - Caterpillar	$ 299.33			$ 299.33		
APX, Inc	MIRECS	$ 66.17			$ 66.17		
Blue Cross Blue Shield of Michigan	Retirees Medical Insurance	$ 2,125.08	$ 1,180.60	$ 236.12	$ 708.36		
Boonstra, William	Utility Deposit Refund	$ 33.90			$ 33.90		
C & D Fuehring Farms	Hauling Biosolids 9/23-9/27/2024	$ 21,367.50				$ 21,367.50	
C&S Solutions Inc	Line Locator - DPW	$ 8,423.99					$ 8,423.99
City of Hart	Utility Bills	$ 51,732.15	$ 3,359.32	$ 1,101.21	$ 2,141.86	$ 40,173.96	$ 4,955.80
Consumers Energy	Utilities	$ 190.45			$ 190.45		
Cummins Sales and Service	Maintenance/Repairs (Hart Portable)	$ 1,292.48					$ 1,292.48
Cummins Sales and Service	Maintenance/Repairs (Polk Rd)	$ 1,295.53					$ 1,295.53
Cummins Sales and Service	Maintenance/Repairs (East Main Lift Station)	$ 1,402.26				$ 1,402.26	
Cummins Sales and Service	Maintenance/Repairs (Griswold Lift Station)	$ 1,418.94				$ 1,418.94	
Custom Tree Service	Tree Removal/Stump Grinding City Hall	$ 2,150.00	$ 2,150.00				
Custom Tree Service	Tree Removal/Trimming Downtown	$ 6,625.00	$ 6,625.00				
Dacott	Power Purchase Report	$ 650.00			$ 650.00		
DTE Energy	Utility Bills	$ 844.46	$ 172.92	$ 101.16	$ 279.32	$ 200.40	$ 90.66
DTE Gas Company	Damange to Gas Line @ 105 Woodlawn	$ 1,176.64			$ 1,176.64		
First Net	Police Modems	$ 88.46	$ 88.46				
Frontier	Phone Service - Diesel Plant	$ 126.64			$ 126.64		
GRA Benefits Group	Employee Navigator Annual Renewal	$ 800.00	$ 200.00		$ 200.00	$ 200.00	$ 200.00
Great Lakes Cleaning Services	Cleaning Services Oct 2024 - CH/CC	$ 1,350.00	$ 1,350.00				
GRP Engineering, Inc	Miscellaneous Engineering	$ 1,391.89			$ 1,391.89		
Gustafson HDD LLC	303 Washington St - Water Line Repair	$ 5,239.00					$ 5,239.00
Gustafson HDD LLC	416 Hart St - Water Line Repair	$ 6,455.00					$ 6,455.00
Hofmann, Michael	Reimbursement - DOT/CDL	$ 160.00			$ 160.00		
Huntington National Bank	Sept 2024 CC Statement	$ 12,039.64	$ 5,581.15	$ 757.89	$ 2,301.89	$ 3,398.71	
Hydrocorp	Cross Connection Control Program	$ 764.00					$ 764.00
Klotz Auto Parts	Auto Parts/Supplies	$ 780.54		$ 743.58	$ 19.98	$ 16.98	
Lara	LIEAF Program	$ 953.92			$ 953.92		
Larson's Ace Hardware	Oct 2024 Statement	$ 1,199.08	$ 198.95	$ 477.33	$ 447.35	$ 75.45	
LEAF	Copier Lease/Insurance - Police Dept	$ 49.61	$ 49.61				
Lexipol LLC	PoliceOne Academy Annual Rate	$ 658.35	$ 658.35				
Lighthouse Car Care	2 Vehciles - New Tires - Police Dept	$ 1,640.00	$ 1,640.00				
Linde Gas & Equipment	Cylinder Rental - DPW	$ 86.30		$ 86.30			
Linde Gas & Equipment	Cylinder Rental - Energy Dept	$ 117.02			$ 117.02		
Louis Gelder & Sons	Parts/Supplies	$ 39.60		$ 39.60			
Ludington Daily News	Advertising/Publishing	$ 67.40	$ 67.40				
MacQueen (Bellequipment)	Street Sweeper Lease Payment	$ 5,800.00		$ 5,800.00			
Medler Electric Co.	Parts/Supplies	$ 59.03			$ 59.03		
Medler Electric Co.	Parts/Supplies	$ 106.82			$ 106.82		
Mika Meyers	Legal Services - General	$ 80.00	$ 80.00				
Model Coverall Service	Uniforms Energy/BioPure	$ 218.79			$ 86.60	$ 132.19	
MPPA	Purchased Power	$ 27,579.52			$ 27,579.52		
MPPA	Purchased Power	$ 24,082.24			$ 24,082.24		
MPPA	Purchased Power	$ 24,927.83			$ 24,927.83		
Municipal Supply Co.	Hydrant Flags Springs	$ 700.00					$ 700.00
NYE Uniform Co	Police Jacket - Schoedel	$ 133.82	$ 133.82				
Oceana's Herald-Journal	1 Year Subscription Renewal	$ 74.00	$ 74.00				
Office Machines Company	Copier Lease - Police Dept	$ 45.00	$ 45.00				
Pitney Bowes	Postage	$ 502.25	$ 125.56		$ 125.57	$ 125.56	$ 125.56
Plummer's Environmental Services	Water Service Verification	$ 55,674.00					$ 55,674.00
Power Line Supply	Parts/Supplies	$ 539.16			$ 539.16		
Power Line Supply	Parts/Supplies	$ 159.39			$ 159.39		
Power Line Supply	Parts/Supplies	$ 13,908.04			$ 13,908.04		
Power Line Supply	Parts/Supplies	$ 2,364.97			$ 2,364.97		
Power Line Supply	Parts/Supplies	$ 278.64			$ 278.64		
Power Line Supply	Parts/Supplies	$ 7,200.36			$ 7,200.36		
Power Line Supply	Credit Memo	$ (10,382.44)			$ (10,382.44)		
Power Line Supply	Parts/Supplies	$ 55.57			$ 55.57		
Power Line Supply	Parts/Supplies	$ 202.41			$ 202.41		
Quality Assurance Services	Annual Balance Service/Calibration	$ 225.00				$ 225.00	
Republic Services	Garbage Services - Bike Trail	$ 50.00	$ 50.00				
Republic Services	Garbage Services - Contract	$ 18,026.99		$ 18,026.99			
Republic Services	Garbage Services - JGP	$ 346.46	$ 346.46				
Republic Services	Garbage Services/Overages - Library/CH	$ 192.95		$ 192.95			
Republic Services	Garbage Services - Starting Block	$ 194.55			$ 194.55		
Republic Services	Garbage Services - Washington Lot	$ 173.00		$ 173.00			
Ricoh	Copier Overage Fees	$ 187.74	$ 187.74				
Rotary Club of Hart	Quarter 2 Dues - R. Splane	$ 195.00	$ 195.00				
Splane, Robert	MML Conference/Mileage Reimbursement	$ 556.77	$ 556.77				
Syncwave	Internet	$ 468.14	$ 107.66	$ 84.27	$ 84.27	$ 191.94	
T & R Electric	Colman Transformer/Parts	$ 32,797.32			$ 32,797.32		
T & R Electric	Colman Transformer/Parts	$ 10,835.38			$ 10,835.38		
Tanner Plumbing & Heating	Hart Commons Bathroom	$ 73.00	$ 73.00				
Tanner Plumbing & Heating	Parts/Supplies	$ 56.40				$ 56.40	
Trace Analytical Labs	Water Testing	$ 224.75				$ 224.75	
TruGreen	Lawn Services - City Hall	$ 52.81	$ 52.81				
Vital Records	Shredding/Recycling Services	$ 67.22	$ 67.22				
West Michigan Power Cleaning Equipment	Repairs	$ 285.00				$ 285.00	
Whitehall Equipment Rental	Excavator Rental	$ 880.00			$ 880.00		
Windridge	Energy Dept Truck Door Decals	$ 120.00			$ 120.00		
	Sub-total	**$ 355,593.21**	**$ 25,416.80**	**$ 27,820.40**	**$ 147,644.95**	**$ 69,495.04**	**$ 85,216.02**
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	***$ 355,593.21***	***$ 25,416.80***	***$ 27,820.40***	***$ 147,644.95***	***$ 69,495.04***	***$ 85,216.02***
Gross Payroll	PR 219	$ 82,386.06					
	Sub-Total	**$ 82,386.06**					
	GRAND TOTAL	***$ 437,979.27***	**$ 25,416.80**	**$ 27,820.40**	**$ 147,644.95**	**$ 69,495.04**	**$ 85,216.02**

Payroll ID: 219

Pay Period End Date: 11/03/2024 Check Post Date: 11/07/2024 Bank ID: GEN

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.
15X	0.00	28.00	1,396.26	43,775.74
225X	0.00	0.00	0.00	10,766.63
2X	0.00	4.50	283.49	22,317.46
BACK PAY	0.00	0.00	0.00	342.35
COMP	86.00	0.00	2,757.83	22,973.22
ETO	157.00	0.00	6,041.39	142,019.63
ETO BUYOUT	0.00	0.00	0.00	10,869.50
FAIR - POL	0.00	0.00	0.00	487.50
HOL	0.00	0.00	0.00	23,281.37
HOLIDAY	4.00	0.00	79.04	20,034.27
HOLIDAY POLICE	0.00	0.00	0.00	5,448.10
HOLIDAY WORKED	0.00	0.00	0.00	0.00
HOURLY	1,029.75	0.00	32,787.12	675,270.15
LEAD JOURNEY LW	8.00	0.00	472.24	4,008.08
LONG	0.00	0.00	0.00	0.00
OPT OUT	0.00	0.00	0.00	82,913.34
SALARY	875.75	0.00	38,168.45	759,511.91
STANDBY	8.00	0.00	400.24	11,044.25
TRAVEL TIME	0.00	0.00	0.00	0.00

Ded/Exp Id	Cur. Amnt.	YTD Amnt.
AF-ACC	146.17	2,476.49
AF-CANCER	76.70	1,303.90
AF-DENTAL	14.46	245.82
AF-HOSP	24.00	72.00
AF-LIFE	32.96	560.32
AF-PSI	55.37	931.93
AF-STD	135.25	2,299.25
ALERUS 401	2,498.53	48,308.68
ALERUS 401 AD	8.00	184.00
ALERUS 457	775.00	17,825.00
ALERUS 457P	1,105.91	27,317.29
ALERUS R 457%	1,326.44	31,347.25
DENTAL_EE	135.10	2,413.42
FITW	7,456.60	176,837.72
GAP_EE	505.09	8,677.55
GUARDIAN_EE	25.24	468.86
LIFE	18.25	200.75
LOAN	363.17	8,121.07
LU465	294.40	3,120.64
MED_EE	2,320.74	38,459.54
MEDICARE_EE	1,147.04	25,806.87
OVER PAY	32.68	424.84
SITW	3,115.21	68,662.18
SOCSEC_EE	4,904.65	110,346.64
UNI45	265.00	2,887.50
UNIFM	4.95	113.85

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.
82,386.06	0.00	26,786.91	55,599.15	1,835,818.76	54,493.76

** = Check Adjustment*

HART AREA FIRE

ADMINISTRATIVE BOARD

Meeting Minutes - October 24, 2024

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

Absent from the meeting was Mike Powers and Chief Fuehring

Others present for the meeting was Assistant Chief Tubbs and Lt Mark Haynor

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

Motion was made by Doran and supported by Schaner to approve the minutes of the September 26, 2024 meeting as presented. Voice Vote, All Yes. Motion Carried.

Treasurer advised that we had total bills for the month of $3,996.75 and a total fund balance of $575,721.89. Treasurer advised we received over $430.00 back from VFIS Insurance on the Health and Sickness policy. The wrong rate was used to calculate our payment to them. Treasurer went over the bills paid and there were no questions. A motion was made by Whelpley and supported by Potter to pay the bills and accept the treasurers report. Roll Call vote. All Yes. Motion Carried.

Asst Chief Tubbs advised the department has responded to over 270 medical calls and 201 fire calls so far this year.

Still looking into what valves are needed for the Ralph Ooman well to use as a water source.

Truck 171 hit a deer. Damage was over $4,200.00, truck is still in use and a claim has been submitted to the insurance carrier. Chief is looking into maybe taking the winch off of 171 and put a different guard or bumper to protect the truck a little more. The officers will discuss it as to what way they will go with the possible changes to the truck. It might cost approximately $2,500.00 which would be not much if it protects the truck further.

Lt Haynor advised that Lt Hughart's truck was damaged in the structure fire on Monroe Rd when a cable strung across the access road was hit as he was responding to the scene. The insurance company totaled his truck, Mark was not not aware what insurance he turned in the claim to.

HART AREA FIRE DEPARTMENT

Bills for approval on October 24, 2024

Google	Google Workspace Debit	$14.40
US Postal Service	PO Box for 1 year	$84.00
Mark Haynor	pizza for ffs Woods fire	$43.46
Klotz Auto Parts	CD Car Mount	$16.07
Hansen Foods	Shipping on Air Test Kit	$16.21
Allied Fire Sales and Service	Shield	$68.50
Macqueen	6 foot pike pole	$120.99
Macqueen	Hose 1.75 nx 50 Red and Blue 4 sections each	$1,831.78
Trophy Center of West Michigan	Rain Coats	$850.00

Bills for approval	$ 3,045.41
Approved Bills	$ 951.34
Total	$ 3,996.75

Michigan Class General Fund as of	10/23/24	$428,248.28
Michigan Class Capital Improvement as of	10/23/24	$ 66,255.90
Checking Account		$ 78,451.40
Debit		$ 2,766.31
	Total	$575,721.89

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: November 12th, 2024

RECENT EVENTS

From Thursday, October 3rd, 2024, through Wednesday, November 6th, 2024, the Hart Police Department received 198 complaints ranging from Alarms, Assist to Other Agencies, Animal Complaints, Family Troubles, Assault & Battery's, Suspicious Situations, Vehicle Violations, Disturbances, Harassment/Threat Complaints, Property Damage Crashes, Well-Being Checks and Larcenies.

On Friday, October 4th, 2024, the Hart Police Department was dispatched to the 400 block of Church Street, referencing an Assault & Battery. A 45-year-old Hart man alleges to have been assaulted by a 45-year-old female by being struck in his back several times. The man also alleges the woman would not return his prescription glasses or his keys. The woman denies assaulting the man. The parties were separated, and a report will be submitted to the Oceana County Prosecutor's Office for his review.

On Tuesday, October 8th, 2024, the Hart Police Department was dispatched to the 100 block of Lake Street regarding a disturbance. A 15-year-old boy alleges a 59-year-old Hart man threatened the boy with a handgun and stole the boy's cell phone. The man stated the boy continues to trespass on the man's property. The man has spoken with the boy several times about this issue. The man denies threatening the boy with a handgun and stealing the boy's cell phone. A report will be submitted to the Oceana County Prosecutor's office for his review.

On Saturday, October 12th, 2024, the Hart Police Department was dispatched to Polk Road near US31 Expressway for a Property Damage Crash. A 71-year-old Mears man rear-ended a 64-year-old Holland man. No injuries were reported to the officer. The Mears man was cited for failure to stop at an assured clear distance.

On Saturday, October 12th, 2024, D/Sgt. Skipski attended and chaperoned the Hart High School Homecoming Dance. D/Sgt. Skipski greeted students in attendance, passed out lighted sunglasses, and ensured a safe and fun environment for all in attendance.

On Sunday, October 13th, 2024, the Hart Police Department was dispatched to the 400 block of Hart Street regarding a Mental Health Complaint. A 54-year-old Hart man was threatening suicide by gun. Other residents reported the man to have a knife in hand. Officers located the man and verified the man was suffering a mental health episode. The man was transported to Trinity Health Mercy Hospital for a mental health evaluation.

On Monday, October 14th, 2024, the Hart Police Department initiated a traffic stop on State Street near Polk Road, referencing a vehicle violation. The driver, a 36-year-old New Era man, was run in LEIN (Law Enforcement Information Network), which showed he had several outstanding warrants for his arrest out of Oceana and Newaygo Counties. The man was arrested and lodged at the Oceana County Jail.

On Friday, October 18th, 2024, the Hart Police Department was on patrol in the area of Courtland Street near Washington Street when officers noted a 39-year-old Hart man. The man is known to officers, who were aware of an active/valid warrant for his arrest out of Oceana County. Contact was made with the man, who was taken into custody without incident. The man was lodged at the Oceana County Jail.

On Monday, October 21st, 2024, D/Sgt. Skipski monitored a scheduled tornado drill at the Diman Wolfe Early Childhood Center. The drill was conducted with staff and students and was accomplished safely and securely.

On Monday, October 21st, 2024, the Hart Police Department was dispatched to the 10 block of West Main Street, referencing a juvenile runaway complaint. A 40-year-old Hart woman reported her 16-year-old son had left home after an argument on Sunday evening, October 20th, 2024, and has not returned. The boy was entered into LEIN (Law Enforcement Information Network) as missing. The boy returned to his residence on Tuesday, October 22nd, 2024.

On Tuesday, October 22nd, 2024, the Hart Police Department was notified by the Mason County District Court Office of a 30-year-old Muskegon man in the 2000 block of Comfort Drive who had a valid/active Felony warrant for his arrest out of Mason County. The man was located and taken into custody without incident. He was turned over to the Mason County Sheriff's Office.

On Friday, October 25th, 2024, the Hart Police Department was dispatched to the 500 block of Griswold Street regarding a Felonious Assault. A 51-year-old Hart man alleges a 43-year-old Hart man brandished a knife and lunged at the man in an attempt to harm him. A 50-year-old Hart man witnessed the incident. The 43-year-old Hart man was arrested and lodged at the Oceana County Jail for Felonious Assault. The officer was assisted by the Oceana County Sheriff's Office and the Michigan State Police.

On Tuesday, November 5th, 2024, D/Sgt. Skipski presented a bleeding control class to Mrs. Eisenlohrs's 'real skills' students. The class consisted of a lecture on bleeding control and tourniquet usage and application. It culminated in hands-on testing on the bleeding control simulator and tourniquet usage. A question-and-answer session followed. Students will receive an official certificate of completion.

Respectfully,

J. Salazar,
Chief of Police

Mika Meyers Attorneys

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Also Admitted in
[1]Delaware
[2]Florida
[3]Illinois
[4]Iowa
[5]New York
[6]Ohio
[7]Pennsylvania
[8]Wisconsin

October 16, 2024

rsplane@cityofhart.org
Rob Splane, City Manager of Hart
407 State St.
Hart, MI 49420

Re: KEPS Technologies Inc.'s Metro Act Application

Dear Rob:

Mark Nettleton asked me to review the KEPS Technologies Inc. application for a METRO Act permit. I have reviewed the application together with the applicant's enclosures and cover letter. I have the following comments:

- **Proposed Resolution**. I enclose a proposed resolution whereby the City Council may approve the requested METRO Act application. The application must be acted upon within 45 days of the day it was received. The application certification is dated September 10, 2024, but I am not certain when the City received it. That date should be inserted into the resolution where indicated. In any event, the City Council should consider and act upon the application at its October 22, 2024 meeting.

- **Applicant's Application**. Based on my review the applicant's application is in order and should be approved.

- **Requested Permit**. I enclose a METRO Act Unilateral permit form for adoption with the draft resolution. I note that the applicant attached a Bilateral permit form to its application which would be for a 15 year term as opposed to unilateral permit's 5 year term, but we recommend that municipalities issue the Unilateral permit as it offers more protections and a shorter term.

- **Bonding**. The City Engineer should review the route maps and application and determine if a bond is required. If so, that amount should be inserted into Exhibit B of the Permit form where indicated.

- **Procedure for Approval**. The City Council may proceed to adopt the enclosed resolution approving the METRO Act application without a public hearing or special notice. Once the resolution is adopted by the City Council, and the resolution and permit have been completed and signed, please forward them to me. A pre-addressed, stamped envelope is provided for your convenience.

I will make arrangements to serve a copy of the permit on the applicant (requesting their signature on the permit) and upon the MPSC, as required by law.

Very Truly Yours,

Bradley A. Fowler

BAF
Enclosure(s)

RESOLUTION 2024-__
City Council
City of Hart, Michigan
Oceana County

At a regular meeting of the City Council of the City of Hart, held at the City Hall, 407 S. State Street, Hart, Michigan, on the 22nd day of October 2024 at 7:30 p.m. Local Time.

PRESENT: Members: _____

_____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

RESOLUTION TO APPROVE ACCESS AND GRANT PERMIT FOR USE OF CITY RIGHT-OF-WAY

WHEREAS, by Application dated September 10, 2024, filed with the City on _____, and administratively complete as of _____, KEPS Technologies Inc. d/b/a/ ACD.net ("KEPS Technologies") has applied for a permit to use the City right-of-way, as shown on the maps included with the application; and;

WHEREAS, the City has reviewed the application, and in compliance with the terms of the Metro Act, being Act 48 of the Public Acts of 2002 (the "Metro Act"), desires to consider and act upon this application on a timely basis.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. Application for Access. The application of KEPS Technologies for access to use the City's right-of-way, as shown on the maps included with the KEPS Technologies application, is hereby granted.

2. Permit. KEPS Technologies shall be given a unilateral permit, based on the Michigan Public Service Commission ("MPSC") approved form, as attached as Exhibit A, for a term of five (5) years. The City Manager is hereby authorized to sign the permit on behalf of the City.

3. Requirement for Bond and City Engineer Approval. Prior to commencement of construction, the applicant shall provide to the City a bond in an amount determined by the City Engineer. That bond (if any) shall be attached as Exhibit B to the Metro Act permit. Further, prior to the commencement of construction, the City Engineer shall review and approve the proposed construction plan for the facilities. Applicant shall make all reasonable revisions as may be required by the City Engineer.

4. Notifications and Mailings. The City Clerk and/or City Attorney is authorized to send a copy of the permit to the applicant, who shall be requested to acknowledge receipt of the permit in the space provided for acknowledgment. The City Clerk and/or City Attorney is also authorized and directed to mail a copy of this resolution to the MPSC and to the Metro Authority, in accordance with the terms of the Metro Act.

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

YEAS: Members: _____

NAYS: Members: _____

ABSTAIN: Members: _____

RESOLUTION DECLARED ADOPTED.

_____
Karla Swihart, Clerk
City of Hart

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting Clerk 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 regular meeting on the _____ day of _____ 2024 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 posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this _____ day of _____, 2024.

_____
Karla Swihart, Clerk
City of Hart

Exhibit A

[Attach METRO Act Unilateral Permit Form]

METRO Act
Unilateral Form

RIGHT-OF-WAY

TELECOMMUNICATIONS PERMIT

This permit issued this ___ day of _____, 2024, by the City of Hart, Oceana County, Michigan.

1 Definitions

1.1 Date of Issuance shall mean the date set forth above.

1.2 Manager shall mean Municipality's City Manager, or his or her designee.

1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.

1.4 Municipality shall mean the City of Hart, Michigan, a Home Rule City.

1.5 Permit shall mean this document.

1.6 Permittee shall mean **KEPS Technologies Inc., d/b/a ACD.net organized under the laws of the State of Michigan whose address is 1800 N. Grand River Ave. Lansing, MI 48906**.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.

1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is: **Kevin Schoen. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517) 999-3250 Fax: (517)999-3993 Email: schoen.kevin@acd.net**.

3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is **Phil Brown. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517) 999-3213 Fax: (517) 999-3993 Email: brown.phil@acd.net**.

3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is: **Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517) 449-2456 Fax: (517) 999-3993 Email: Schoen.steve@acd.net**.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is **Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517) 449-2456 Fax: (517) 999-3993 Email: Schoen.steve@acd.net**.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. **Emergency Phone Number: (517) 999-9999 (option #1).**

3.1.6 The preceding information is accurate as of the Effective Date. Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours' notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall markup maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the

public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.

4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.

4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, to the extent otherwise permitted by law or agreement and consistent with the following standards adopted by the Municipality: Permittee shall minimize the tree work and limit tree trimming to only those trees that are essential to maintain the integrity of the Telecommunications Facilities to the minimum extent necessary. No tree trimming or tree work shall be done in the public Rights-of-Way without previously informing the City Manager, the City Building Inspector and affected landowners in writing not less than twenty (20) days before the trimming work, except in an emergency, in which case notice shall be given as soon as possible. Municipality has the right to request that Permittee remove and replace with a comparable tree, at Permittee's sole expense, trees which were significantly damaged by necessary work or trimming or provide restitution

if a comparable tree is not available. Permittee shall dispose of all trimmed materials.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right of Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such

alternate route as Municipality, applying reasonable engineering standards, shall specify.

4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.

4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the

extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice; Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies

providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).

6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Five (5) years from the Date of Issuance; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to **City Manager, City of Hart, 407 S. State Street, Hart, Michigan**, with a copy to **Mark E. Nettleton, Mika Meyers PLC, 900 Monroe Ave., N.W., Grand Rapids, Michigan 49503-1423.**

12.1.2 If to Permittee, to **Kevin Schoen. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517) 999-3250 Fax: (517)999-3993 Email: schoen.kevin@acd.net**.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable; OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

CITY OF HART

Attest:

By:_____
Karla Swihart, Clerk

By:_____
Rob Splane
Its: Manager

Date: _____, 2024

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality upon the terms and conditions contained therein.

KEPS Technologies Inc., d/b/a/ ACD.net

By:_____

Its:

Date: _____, 2024

Exhibit A

Public Rights-of-Way Map to be Used by Telecommunication Facilities

As shown in maps submitted with application

Exhibit B

Performance Bond

Amount required: _____

Advanced Communications & Data

8/28/2024

City of Hart
Rob Splane, City Manager
407 State St.
Hart, Michigan 49420

RE: METRO ACT RIGHT OF WAY PERMIT APPLICATION

Dear Mr. Splane:

At this time, KEPS Technologies, Inc. dba ACD.net would like to apply for a METRO Act with your municipality City of Hart, Michigan.

Additional information regarding this renewal request and other METRO Act information, may be found at http://www.michigan.gov/mpsc/.

If you are in agreement with this, please sign the application and the bilateral agreement attached with this email, and return the attached forms to KEPS Technologies, Inc. dba ACD.net at the address listed on the letterhead or emailed to osp@acd.net . ACD will countersign and return a copy for your files.

If physical documents would be preferred over electronic files, please let us know and we will mail out three copies of the documents.

Should you have any questions, please contact the Permitting Department at 517-999-3299 or at OSP@acd.net.

Thank you for your time and cooperation in this matter that both benefits you and your constituents.

Best regards,

Susan Willard - Wages
OSP ENGINEERING-PERMITTING
ACD.NET
1800 N Grand River Ave
Lansing MI 48906
(517) 999-3299
wages.susan@acd.net

METRO Act Permit Application Form
Revised February 2, 2015

City of Hart, Michigan
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to $40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 407 State Street, Hart, Michigan 49420.

City of Hart
Name of local unit of government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
KEPS Technologies Inc, dba ACD.net
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of $500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

---

1 GENERAL INFORMATION:

1.1 Date: August 28, 2024

1.2 Applicant's legal name: KEPS Technologies Inc, dba ACD.net
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: 517-999-9999
Fax Number: 517-999-3993
Corporate website: osp@acd.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Shirley Yohnka
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906
Telephone Number: 517-999-9999

Fax Number: 517-999-3993
E-mail Address: osp@acd.net

1.3 Type of Entity: (Check one of the following)

__X__ Corporation
_____ General Partnership
_____ Limited Partnership
_____ Limited Liability Company
_____ Individual
_____ Other: please describe: _____

1.4 Assumed name for doing business, if any: ACD.net
1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; Michigan
1.5.2 Date of incorporation/formation; 1987
1.5.3 If a subsidiary, name of ultimate parent company;
1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO, Kevin Schoen
President, Steve Schoen
CFO, David Sunden

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See Exhibit A.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

_____.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: *Yes* (*No*)

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; (No)

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes (*No*)

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

---

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

A copy of the "Basic Local Exchange Service License" is attached labeled as Exhibit B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a high speed telecommunications network.

Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route maps are attached as Exhibit C.

2.3 Please provide an anticipated or actual construction schedule.

We would like to start this project no later than Summer/Fall 2024. Final determination will be dependent on permit issuance and weather. Construction will take about 3 months.

2.4 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies, Inc. is the sole owner of any equipment or fiber that we install to connect to the network.

2.5 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

KEPS Technologies, Inc. or their appointee's will perform any maintenance needed.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
1800 N. Grand River Ave., Lansing, MI 48906

3.2 Location of all records and engineering drawings, if not at local office;
1800 N. Grand River Ave., Lansing, MI 48906

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system

Phil Brown, OSP Engineer, brown.phil@acd.net, 517-999-3213
1800 North Grand River Ave., Lansing, MI 48906
Quality Control of Outside Plant Engineering and Engineered drawings

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

BRE Communications Inc., 9329 N. Cut Rd, Roscommon, MI 48653
Double K Underground, 9219 Holland Rd, Six Lakes, MI 48886
Ken Davidson Enterprises, 3195 Christy Way, Suite B, Saginaw, MI 48603
R.C. Directional Boring, 2000 Country Farm Rd, Howell, MI 48843
Utility Contracting Co., 1001 12 Mile Rd, Sparta, MI 49345

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

KEPS Technologies Inc,
Dba ACD.net ("APPLICANT")

9/10/2024
Date

By

Steve Schoen
Type or Print Name

Vice President
Title

S:\metroapplicationform.doc

METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

1.1 Company shall mean KEPS Technologies, Inc. dba ACD.net organized under the laws of the State of Michigan whose address is 1800 North Grand River Ave, Lansing, MI 48906.

1.2 Effective Date shall mean the date set forth in Part 13.

1.3 Manager shall mean Municipality's Rob Splane, City Manager or his or her designee.

1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.

1.5 Municipality shall mean City of Hart, a Michigan municipal corporation.

1.6 Permit shall mean this document.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.

1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Kevin Schoen. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3250 Fax:(517)999-3993 Email: schoen.kevin@acd.net.

3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown 1800 N. Grand River Avenue,

Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993 Email: brown.phil@acd.net.

3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 (option #1).

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably

determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement

through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, City of Hart, 407 State St., Hart, Michigan 49420.

12.1.2 If to Company, to Kevin Schoen, KEPS Technologies Inc. dba ACD.net, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-9999 Fax: (517)999-3993 Email: schoen.kevin@acd.net.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be

partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Hart

Attest:
By: _____
Clerk

By: _____

Its: _____

Date: _____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

KEPS Technologies, Inc. dba ACD.net

By: _____

Its: Vice-President

Date: 9/10/2024

::ODMA\PCDOCS\GRR\759319\6

EXHIBIT D:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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(les) must have ADDITIONAL INSURED provisions or 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).

PRODUCER Lyman & Sheets Insurance Agency P.O. Box 15127 Lansing MI 48901	CONTACT NAME: Robbin Ploughman PHONE (A/C, No, Ext): 517-319-5135 FAX (A/C, No): E-MAIL ADDRESS: Robbinp@lymansheets.com
INSURED ACDNE-1 KEPS Technologies Inc dba ACD.net 1800 N. Grand River Avenue Lansing MI 48906-3905	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers — 19038 INSURER B : Accident Fund Company — 10166 INSURER C : Travelers Property Casualty INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 608241824 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			H-630-3P127099-PHX-24	2/20/2024	2/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA-9R005816-23-I5-G	2/20/2024	2/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-1N537964	2/20/2024	2/20/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AF WCP 100082921	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Railroad Protective Liability. See attached endorsements.

CERTIFICATE HOLDER

Evidence of coverage

CANCELLATION

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
Michael G Sheets

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Exhibit A

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site:.cis.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.

Dorothy Wideman
Executive Secretary

Exhibit A

Filed by Corporations Division Administrator Filing Number: 223628845730 Date: 01/18/2023

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2023 ANNUAL REPORT

for

KEPS TECHNOLOGIES, INC.

ID Number: 800565632

received by electronic transmission on January 18, 2023 ***, is hereby endorsed.***

Filed on January 18, 2023 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau
E PLURIBUS UNUM
TUEBOR
CIRCUMSPICE

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of January, 2023.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Exhibit D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Lyman & Sheets Insurance Agency P.O. Box 15127 Lansing MI 48901	CONTACT NAME: Robbin Ploughman PHONE (A/C, No, Ext): 517-319-5135 FAX (A/C, No): E-MAIL ADDRESS: Robbinp@lymansheets.com
INSURED ACDNE-1 KEPS Technologies Inc dba ACD.net 1800 N. Grand River Avenue Lansing MI 48906-3905	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers — 19038 INSURER B: Accident Fund Company — 10166 INSURER C: Travelers Property Casualty INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1244060878** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			H-630-3P127099-PHX-24	2/20/2024	2/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-9R005816-23-I5-G	2/20/2024	2/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-1N537964	2/20/2024	2/20/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100082921	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Illustration Purposes

CANCELLATION

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

Michael G Sheets

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. **CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. **DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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Oceana County MSU
Extension Office
S Griswold St
S Griswold St
S Griswold St
1070
Russell St
olk Rd
outhern Rd
Rus
ena Dr

RESOLUTION 2024-33
City Council
City of Hart, Michigan
Oceana County

ACCEPT COMPETITIVE QUOTES AND AWARD FIRE HYDRANT REPLACEMENT WORK

WHEREAS, the City of Hart is responsible for the maintenance and repair of the city water system and public safety; and

WHEREAS, the City of Hart has identified a list of fire hydrants that require replacement; and

WHEREAS, the city has sought competitive quotes from qualified local contractors capable of the work; 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 two competitive quotes for the replacement of three hydrants identified as priority locations, that present a potential public safety gap along Polk Road.*
>
> *Authorizes and awards the work to low-bidder Wadel Stabilization $34,300.*
>
> *Directs the City Manager to sign all related documents on behalf of the City of Hart.*

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, November 12, 2024.

Ayes: __ Nays: __ Absent: __

WADEL
STABILIZATION INC.
2500 OCEANA DR HART, MI 49420
231-873-4006 PH
231-873-7300 FAX

To:	Hart, City of	**Contact:**	Brad Whitney
Address:	407 State St. Hart, MI 49420	**Phone:** **Fax:**	(231) 873-0100
Project Name:	City Of Hart- Polk Rd Fire Hydrants Replacement	**Bid Number:**	
Project Location:		**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Traffic Control (Lane Closure)	1.00	LS	$5,500.00	$5,500.00
02	Sawcut Remove And Replace Concrete Pavement (10'X15')	3.00	EACH	$3,850.00	$11,550.00
03	Remove And Replace Existing Hydrant Restrain And Reuse Existing Valve	3.00	EACH	$5,750.00	$17,250.00

Total Bid Price: $34,300.00

Notes:

- Price does not include any costs for bonds, dues & administration, or permits.
- Terms: Net 30 days. A finance charge of 1.5% per month or 18% per annum will apply to unpaid balances.
- Proposal is good for 30 days from date of proposal. A signed proposal or contract is required prior to scheduling work.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	**CONFIRMED:** **Wadel Stabilization**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:**

HALLACK CONTRACTING

4223 W. POLK RD, HART MI 49420
P. 231.873.5081 - F. 231.873.2889

To:	City of Hart	**Contact:**	Brad Whitney
Address:	407 State St	**Phone:**	(231) 873-2488
	Hart, MI 49420	**Fax:**	(231) 873-0100
Project Name:	City Of Hart Fire Hydrant Replacements	**Bid Number:**	
Project Location:	Multiple Locations Along Polk Rd, Hart, MI	**Bid Date:**	10/23/2024

Hydrant Across From OCRC - To Be Installed Adjacent To Existing

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Traffic Control	1.00	LS	$2,500.00	$2,500.00
Pavt, Rem	16.00	SY	$75.00	$1,200.00
Curb and Gutter Rem	20.00	LF	$25.00	$500.00
Hydrant, Remove Below Grade	1.00	EACH	$1,000.00	$1,000.00
Fence, Rem	24.00	LF	$25.00	$600.00
Erosion Control, Inlet Protection, Fabric Drop	2.00	EACH	$85.00	$170.00
Hydrant	1.00	EACH	$15,000.00	$15,000.00
Water Main, Tapping Tee And Valve, 16 Inch X 6 Inch	1.00	EACH	$5,000.00	$5,000.00
Valve Box, Abandon	1.00	EACH	$250.00	$250.00
Conc Pavt, Nonreinf, 9 Inch	16.00	SY	$205.00	$3,280.00
Curb and Gutter, Conc. Det F4	20.00	LF	$50.00	$1,000.00
Fence, Chain Link, 72 inch	24.00	LF	$35.00	$840.00
Turf Restoration	27.00	SY	$20.00	$540.00

Total Price for above Hydrant Across From OCRC - To Be Installed Adjacent To Existing Items: $31,880.00

Hydrant At Fair Exit - To Be Installed Adjacent To Existing

Traffic Control	1.00	LS	$2,500.00	$2,500.00
Pavt, Rem	16.00	SY	$75.00	$1,200.00
Curb and Gutter Rem	20.00	LF	$25.00	$500.00
Hydrant, Remove Below Grade	1.00	EACH	$1,000.00	$1,000.00
Fence, Rem	24.00	LF	$25.00	$600.00
Hydrant	1.00	EACH	$15,000.00	$15,000.00
Water Main, Tapping Tee And Valve, 16 Inch X 6 Inch	1.00	EACH	$5,000.00	$5,000.00
Valve Box, Abandon	1.00	EACH	$250.00	$250.00
Conc Pavt, Nonreinf, 9 Inch	16.00	SY	$205.00	$3,280.00
Curb and Gutter, Conc. Det F4	20.00	LF	$50.00	$1,000.00
Fence, Chain Link, 72 inch	24.00	LF	$35.00	$840.00
Turf Restoration	27.00	SY	$20.00	$540.00

Total Price for above Hydrant At Fair Exit - To Be Installed Adjacent To Existing Items: $31,710.00

Hydrant At Polk & State - Relocate To West Side Of Intersection

Traffic Control	1.00	LS	$2,500.00	$2,500.00
Pavt, Rem	16.00	SY	$75.00	$1,200.00
Curb and Gutter Rem	20.00	LF	$25.00	$500.00
Hydrant, Remove Below Grade	1.00	EACH	$1,000.00	$1,000.00
Fence, Rem	24.00	LF	$25.00	$600.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Erosion Control, Inlet Protection, Fabric Drop	2.00	EACH	$85.00	$170.00
Hydrant	1.00	EACH	$15,000.00	$15,000.00
Water Main, Tapping Tee And Valve, 16 Inch X 6 Inch	1.00	EACH	$5,000.00	$5,000.00
Valve Box, Abandon	1.00	EACH	$250.00	$250.00
Conc Pavt, Nonreinf, 9 Inch	16.00	SY	$205.00	$3,280.00
Curb and Gutter, Conc. Det F4	20.00	LF	$50.00	$1,000.00
Fence, Chain Link, 72 inch	24.00	LF	$35.00	$840.00
Turf Restoration	27.00	SY	$20.00	$540.00
Total Price for above Hydrant At Polk & State - Relocate To West Side Of Intersection Items:				**$31,880.00**

Notes:

- The above prices do not include Performance and Payment Bond. Please add 1% to quote if bond is required.
- The above prices do not include Permits. (Permits by Owner)
- All Traffic Control Items provided by Hallack based on an MDOT lane closure/shift. If multiple hydrants are chosen to be done at the same time then we can use just 1 traffic control item.
- Construction staking is to be provided by Owner if required
- Construction Testing is to be provided by Owner if required
- Existing Hydrants must be able to be shut off at their auxiliary valve to be able to be abandoned. If that cannot happen, extra cost to occur to insert line stop or alternate solution.
- This quote is based on unit prices - if units change, price will change accordingly based on per installed

Payment Terms:

Payment due within 10 days after payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Hallack Contracting INC.

Authorized Signature: _____

Estimator: Amber Burden
(231) 873-5081 amber@hallackcontracting.com

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: 10/23/2024

NAME OF EVENT: Home for the Holidays Lighted Christmas Parade

DATE OF EVENT: November, 29th 2024 TIME: 6:30pm TO 8:30pm

RAIN DATE OF EVENT: MUST PROVIDE N/A

LOCATION AND/OR ROUTE OF EVENT: Hart Public Schools to Johnson St. to State St. to W. Main St. to Water St. to Johnson St. to Hart Public Schools

DESCRIPTION OF EVENT: Holiday parade with floats and trailers, walkers, etc. Followed by a community tree lighting with Santa at Hart Commons

SPECIAL NEEDS: Above listed street closing for duration of parade

NAME OF ORGANIZATION OR SPONSOR: Silver Lake Sand Dunes Area Chamber of Commerece

ADDRESS: 2388. N Comfort Dr. Hart MI 49420

CONTACT PERSON: Scott Beal

PHONE: 231-742-3883 FAX:

EMAIL: director@thinkdunes.com

X

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE** 10-24-24

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:



Step 1: Get an energy assessment.

Our certified Energy Auditors perform an assessment as the first step of the Weatherization process!



Step 2: Decide which energy renovations will benefit your home.

Our Energy Auditors use the energy assessment findings to determine which renovations will produce the most savings and increase comfort, health, and safety in the home.



Step 3: Make your energy renovations.

Our trained Weatherization crews complete the renovations.





Step 4: Enjoy your home!

The average home saves $283 a year on energy costs after Weatherization!



mid michigan COMMUNITY Action

"Helping People, Changing Lives."

HOME ENERGY SAVINGS

with Weatherization

Weatherization can help households save money and improve comfort with cost-effective energy solutions like insulation and weather stripping to reduce energy costs and improve the safety in the home and the health of the residents.

Mid Michigan Community Action guides local residents on the path to self-sufficiency through empowerment, education and community enrichment.

To apply for Weatherization Assistance,
contact your local Community Action Center

Bay County: 989-894-9060

Clare County: 989-386-3805

Gladwin County: 989-426-2801

Mecosta County: 231-660-0271

Midland County: 989-832-7377

Muskegon County: 231-557-7622

Oceana County: 231-923-3066

Osceola County: 231-791-7078

HOME ENERGY EVALUATION

These are the common areas an Energy Auditor will inspect to determine which Weatherization services will best serve a home. Weatherized homes can reduce energy costs by as much as 50%!

Attic

12 Chimney (+)
- Leak in chase

13 Sheetrock Strapping (+)
- Gaps between sheetrock and rafters

14 Plumbing Vent Pipe (!)
- Oversized rough opening
- Air leaks
- No air sealing

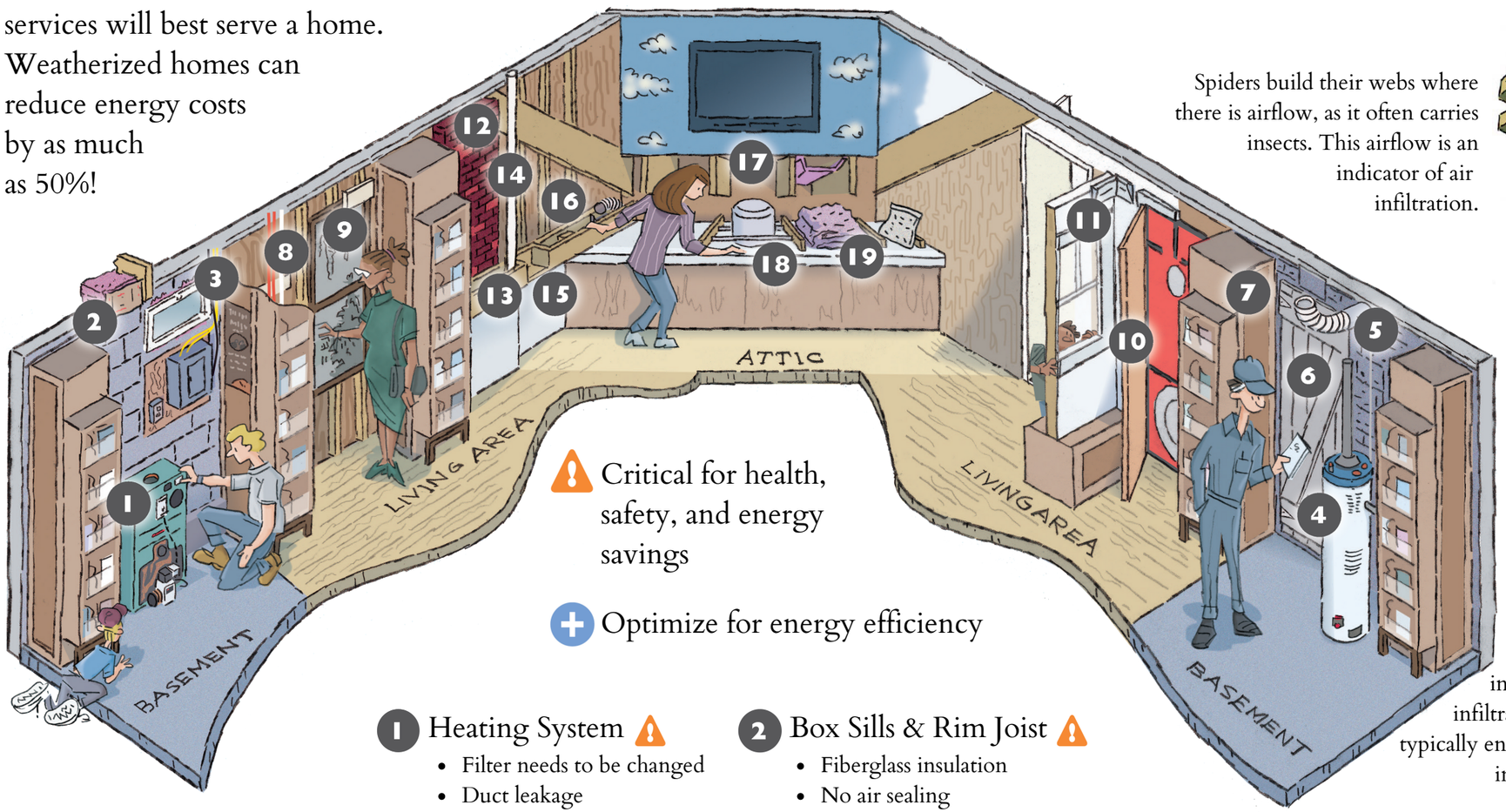
15 Attic Hatch (!)
- Uninsulated hatch cover
- No air sealing

16 Bathroom Fan (!)
- Inefficient and loud
- Spiral pipe
- Not vented outside
- No timing mechanism

17 Soffits (+)
- Continuous venting or "windwashing"

18 Recessed (Can) Light (!)
- Oversized rough opening
- Air leaks
- No air sealing

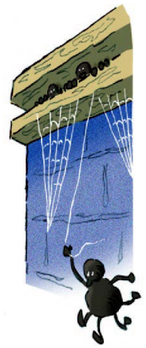
19 Fiberglass Insulation (!)
- No air sealing



(!) Critical for health, safety, and energy savings

(+) Optimize for energy efficiency

Spiders build their webs where there is airflow, as it often carries insects. This airflow is an indicator of air infiltration.



Living Area

8 Electrical & Plumbing Penetrations (!)
- Gaps around wires and boxes
- Oversized holes for pipes and wires
- No air sealing
- Fiberglass insulation

9 Window (+)
- Icicles in the winter
- No air sealing
- Fiberglass insulation
- Worn or missing weatherstripping or gaskets
- Broken

10 Exterior Door (+)
- No air sealing
- Fiberglass insulation
- Ill fitting
- Blower door snaps into doorway to measure and find air leakage

11 Other Problem Areas (+)
- Gaps behind crown molding are not sealed
- Exterior fixtures are not sealed

Mice are an indicator of air infiltration, as they typically enter via cracks in your home.



Basement

1 Heating System (!)
- Filter needs to be changed
- Duct leakage
- Undersized return duct
- Outdated technology
- Needs service

2 Box Sills & Rim Joist (!)
- Fiberglass insulation
- No air sealing

3 Basement Window (+)
- Broken
- No air sealing
- Fiberglass insulation
- Moisture damage

4 Water Heater (!)
- Uninsulated pipes and tank
- Gaps around plumbing
- Outdated technology
- Needs service

5 Dryer Vent (!)
- Gaps around dryer vent penetrations
- Spiral pipe
- Not vented outside

6 Bulkhead Door (!)
- Tongue and groove leaks
- Lacks insulation
- No air sealing
- Ill fitting

7 Other Problem Areas (+)
- Hose bib penetrations
- Condensation, moisture, or mold

Chapter VIII

APPOINTIVE OFFICERS OF THE CITY

Sec. 8.1. Generally.

The appointive officers of the City shall be the City Manager, Clerk, Assessor, City Attorney, Treasurer, and Chief of Police, who shall be a member of the City Police Department. The Council, may, by ordinance, create such department heads as it may deem necessary for the operation of the City government, or may combine any such appointive offices in one or more persons in any manner not inconsistent with the provisions of the general laws of the State.

Sec. 8.2. Appointments; Qualifications.

The Council shall within thirty (30) days following the annual City elections, appoint the appointive officers provided in this Charter, each of whom shall hold office until his successor is appointed. Appointees shall be selected with reference only to their qualifications and fitness and for the good of the public service. Residence requirements of the appointive offices shall be at the discretion of the Council except as hereinafter set forth.

Sec. 8.3. City Manager.

(a) The City Manager shall be responsible to the Council and he shall be the chief administrative officer of the City. He shall be appointed by the Council on the basis of training and ability. The City Manager need not be a resident of the City at the time of his appointment, but shall become a resident of the City within ninety (90) days after his appointment and shall so remain throughout his tenure of office.

(b) The function of the City Manager shall be:

Sub. 1. To see that all laws and ordinances are enforced.

Sub. 2. To manage and supervise all public improvements, works and undertakings of the City. He shall have charge of the construction, repair, maintenance, and cleaning of streets, sidewalks, bridges, pavements, sewers, and of all public buildings or other property belonging to the City. He shall manage and supervise all City utilities and shall be responsible for the preservation of property, tools, and appliances of the City.

Sub. 3. To see that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise, or in any contract, are faithfully kept and performed.

Sub. 4. To attend all meetings of the Council, with the right to take part in discussions, but without the right to vote.

Sub. 5. To be a member, ex officio, of all committees of the Council.

Sub. 6. To prepare and administer the annual budget under policies formulated by the Council and keep the Council fully advised at all times as to the financial condition and needs of the City.

Sub. 7. To recommend to the Council for adoption such measures as he may deem necessary or expedient.

Sub. 8. To be responsible to the Council for the efficient administration of all departments of the City government.

Sub. 9. To assume all the duties and responsibilities as personnel director of all City employees or delegate such duties to some other appointive officer or employee of the City. No such delegation shall relieve him of any responsibility for the proper conduct of such duties.

Sub. 10. To be the purchasing agent for the City.

Sub. 11. To perform such other duties as may be prescribed by this Charter or as may be required of him by ordinance or by direction of the Council.

Sec. 8.4. City Clerk.

The Clerk shall perform all duties required of City Clerks by State law, the provisions of this Charter, and the ordinances of the City. The City Clerk need not be a resident of the City at the time of his appointment, but shall become a resident of the City within ninety (90) days after his appointment and shall so remain throughout his tenure of office. He shall keep and preserve the corporate seal and all documents, official bonds, papers, files and records of the City not by this Charter or the ordinances of the City entrusted to some other officer. He shall be Clerk of the Council and shall record and preserve all the proceedings and resolutions of the Council. He shall countersign and register all bonds issued and all licenses granted by the City. He shall, under the seal of the City, make and certify copies of papers and records filed and kept in his office when needed and shall have authority to administer oaths and affirmations. All claims against the City shall be filed with him for adjustment. After examination thereof, he shall report the same, with all accompanying vouchers and counterclaims of the City, and the true balance as found by him to the Council for allowance; and when allowed by the Council, he shall make payment thereof in the manner prescribed by resolution or ordinance of the Council and shall designate on any check or warrant issued therefore the budget item from which payment is to be made and shall take proper receipts therefor, but no

check or warrant shall be drawn against any budget item after the same has been exhausted. He shall account for all monies belonging to the City which have been received by him and shall, forthwith deposit any such monies in a depository designated by the Council and render an accounting of such deposit to the Treasurer.

Sec. 8.5. City Assessor.

The Assessor shall have the qualification of an assessing officer as provided for by law. He shall be the assessing officer of the City and shall prepare all of the assessment and tax rolls of the City, both general and special. He shall perform all the duties and have all the powers required of and possessed by assessing officers under the general laws of the State.

Sec. 8.6. City Attorney.

The City Attorney shall be legal advisor and counsel for the City and for all the officers and departments thereof in all matters relating to their official duties. He shall prosecute ordinance violators and shall represent the City in cases before the courts and other tribunals. He shall perform such other duties in connection with his office as may be prescribed for him by this Charter or the Council. The Council, upon the City Attorney's recommendation or upon its own initiative, may retain special legal counsel to handle any matters in which the City has an interest or to assist the City Attorney.

Sec. 8.7. City Treasurer.

The Treasurer shall be charged with the custody of all public monies of the City and shall be responsible for all monies turned over to him by other City officials or deposited by them in the depository or depositories designated by the Council. The City Treasurer need not be a resident of the City at the time of his appointment but shall become a resident of the City within ninety (90) days after his appointment and shall so remain throughout his tenure of office. He shall keep the accounts of the City government and shall report to the Council thereon quarterly in the months of March, June, September, and December. He shall pay no money out of the City treasury except upon proper warrant signed by the Clerk and countersigned by the Mayor, which shall specify the budget item from which payment is to be made. He shall further perform such duties as shall be required of him by State law, the provisions of this Charter, and by City ordinance. The Treasurer shall each year and within ten (10) days after delivery to him of the assessment roll for the collection of City taxes for that particular year, forward a notice by United States mail to the last known post office address of the owners of each parcel of land as appears from assessment roll, which notice shall set forth the amount of the City taxes due on said lands for that particular year and the respective dates of accrual of collection fees; provided, however, that the failure of the City Treasurer to give such notice to said respective owners of property in the City of Hart as appears from said assessment roll or the fact that any such owners fail to receive such notice, shall not in any manner invalidate said assessment or shall not in any manner preclude the City of Hart from collecting said taxes so assessed under the terms or provisions of either this Charter or any State law.

Sec. 8.8. Chief of Police.

The Chief of Police shall be a working member and administrative head of the Police Department, and he shall be accountable and responsible to the Council for the performance of his duties. He shall perform all duties as may be prescribed for him by law, this Charter or ordinances or resolutions of the Council.

Sec. 8.9. Compensation.

The compensation of the appointive officers shall be fixed by the Council.

Sec. 8.10. Fees.

Except as otherwise provided in this Charter, all fees paid to any appointive officer in the performance of any duties which may be required under the ordinances of the City, this Charter, or by State law, shall belong to the City and shall be accounted for and deposited, forthwith, upon receipt thereof in a depository designated by the Council. Failure to do so constitutes misconduct in office.

Sec. 8.11. Notice of Appointment.

Notice of the appointment of any appointive officer and of the requirement of any bond to be given by any such officer shall be given him by the Clerk in writing within five (5) days after his appointment by the Council. If, within ten (10) days from the date of notice, such officer shall not take, subscribe, and file with the Clerk his oath of office or shall not execute and file with the Clerk any bond required of him, such neglect shall be deemed a refusal to serve and the office shall thereupon be deemed vacant unless the Council shall extend the time in which such officer may qualify as above set forth.

Sec. 8.12. Oath of Office.

Every appointive officer, before entering upon the duties of his office, shall take and subscribe to the usual oath of office as provided by the State Constitution for State officers which shall be filed and kept in the office of the Clerk.

Sec. 8.13. Books and Records.

Within ten (10) days after any appointive officer has qualified for the office to which he has been appointed, his predecessor in such office shall surrender to him all the books, papers, records, and other City property which may be in his custody. The failure of such predecessor to reasonably comply with this provision shall constitute a misdemeanor.

City of Hart
407 State Street • Hart, MI 49420 • www.cityofhart.org

CITY MEETING SCHEDULE (CITY HALL)

City Council: Second and Fourth Tuesdays of the Month @ 7:30 pm

Planning Commission: First Thursday of the month @ 4:00 pm

H.E.A.R.T: First Wednesday of the month @ 2:00 pm

TIFA: Third Tuesday of the month @ 1:00 pm

Power Board: First Monday of the month @ 8:30 am

Personnel and Finance Committee: Prior to council meetings as needed.

PLEASE NOTE THAT ALL MEETINGS ARE SUBJECT TO CHANGE/CANCELATION.

City Hall (231) 873-2488 Fax (231) 873-0100

City of Hart
407 State Street • Hart, MI 49420 • www.cityofhart.org

Board of Review: Meeting in March, then in July and December only as needed.

Zoning Board of Appeals: Meet as required (No meetings since 2020)

CITY MEETING SCHEDULE (Off-Site Locations)

Cemetery Board: Quarterly - January, April, July, October

Park Committee: Scheduled and held as necessary

Water/Bio-Pure Board: First Tuesday of the month @ 4:00 pm

Library Board: Second Monday of the month @ 6:00 pm