City of Hart, Michigan
CITY COUNCIL AGENDA
April 23, 2019 7:30 PM
City Hall, 407 State Street, Hart, Michigan

1. Call to Order
2. Roll Call – LaPorte, Frontiera, Hegedus, La Fever, Martin, Platt, Splane
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes from April 9, 2019
6. Public Comments, Correspondence, Events, Presentations
    a. Citizen discussion of City Sign Ordinance
7. Department Reports
    a. Police b. BioPure c. Public Works d. Hydroelectric e. Hart Main Street
8. Reports of Boards, Commissions, and Committees (Minutes Attached***)
    1. Cemetery
    2. DPW
    3. Housing Board of Review
    4. Finance/Personnel
    5. Fire Board***
    6. Historic
    7. Police
    9. Power***
    10. Recreation
    11. Parks
    12. Library
    13. Planning
    14. TIFA
    15. ZBA
    16. Tax Abatement
    17. Water/BioPure
    18. Neglected/Dangerous Properties
    20. Hart Main Street
    21. Hart Lake Board
    22. Election Commission
    23. Starting Block Kitchen Incubator
9. Bills, Claims, Payroll
10. Action Items
    a. Consider rescinding appointment of Irene Knoth to TIFA board
    b. Resolution 19-24 Appointment of City Attorney for general legal services
    c. *Special Event Permit – Hart Awakens*
    d. *Special Event Permit – Hart Sparks*
    e. *Special Event Permit – Music on the Commons*
    f. *Special Event Permit – Rich Tompkins Memorial Race*
    g. *Special Event Permit – Big Hart Disc Golf Day*
    h. *Special Event Permit – Lions Club White Cane Fundraiser*
    i. Action related to Department Head attendance at all council meetings
11. Discussion Items
    a. Replacement of roof at current DPW building
12. City Manager Report
13. City Attorney Report
14. Communications from the Mayor and Council
    a. Appointment of Gale Goldberg to TIFA board
15. Adjournment - Next regular meeting Tuesday, May 14, 2019, 7:30 PM

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

Item 5

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
APRIL 9, 2019, 7:30 P.M.

PRESENT: Mayor Ron LaPorte, Councilors: Joe Frontiera, Patrice Martin, Jason La Fever, Rob Splane, Vicki Platt, and Steve Hegedus.
ABSENT:
OTHERS PRESENT: City Manager – Lynne Ladner, City Attorney – Julie Springstead, DPW Superintendent – Brad Whitney, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Main Street Manager – Julie Kreilick, and Deputy City Clerk - Cheri Eisenlohr. See attached list for others in attendance.

Mayor LaPorte called the meeting to order at 7:30 p.m., following the roll call, the Mayor lead the Council in the pledge of allegiance.

A motion was made by Mr. La Fever to approve the agenda with additions (Hart Awakens Special Events Permit) and supported by Ms. Martin. The minutes from March 26, 2019, regular meeting, were approved motioned by Mr. Frontiera and supported by Mr. La Fever. All ayes, both motions were carried.

PUBLIC COMMENTS, CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Patty Kersjes and George Sadler presented their request to have their "Hart Awakens" special event permit added to the agenda. Issues were raised over this request as the event was publicized before being approved by the Council. The Mayor voiced concerns over the "Julep Contest," he would like it removed from the event, and Ms. Martin requested a new application to be submitted listing only the areas of City-owned property that the event would encompass. Mr. Frontiera made a motion to add the special event to the agenda under discussion items as Item 10D; it was supported by Ms. Platt with the above-specified requests.

DEPARTMENT REPORTS:

- BioPure Superintendent, Paul Cutter:
  - Written report provided.
    - The Mayor asked about PFAS. Mr. Cutter advised that there was a lab in Southern Michigan that could test for this. It is mainly found in shampooed carpets. There have been 38 sites in Southern Michigan that have been quarantined for having this chemical present. Hart tested negative.
    - Mr. Cutter thanked the board for approving the additional funds for the new membranes.
- Police Chief, Juan Salazar: Absent
- DPW Superintendent, Brad Whitney:
  - Read water and electric meters.
  - Checks wells and towers.
  - 28 Miss Digs.
  - Multiple water turn-ons.
  - Cold patching.
  - Grade gravel roads – more gravel needed.
  - Checked sewer mains.
  - Haul brush from Bins.

- Over 100 lawn bags picked on last Monday.
- Brush Chipping.
- Street Sweeping.
- Landscaping/Clean-up from winter.
- Drinking fountain ordered for Red Building at JGP/new fixtures and painting bathrooms.
- Repairs to pickleball courts, crack filling needed.

- Energy Superintendent – Mike Schiller:
  - Miss Dig reports.
  - Lever Road area, 12 new poles placed, trees removed.
  - A new pole was set at Gray & Co.
  - The transformer is due any day for Gray & Co.
  - The Starting Block has all new LED light fixtures.
  - The department is looking at number all the utility poles for location purposes.
  - Repairs were done to the Creeks transformer.
- Mainstreet Manager, Julie Kreilick: (Ms. Kreilick did have a formal report prepared)

Since our last meeting March 19, a short but productive three weeks have passed including traveling to Seattle Washington for the 2019 National Main Street Conference along with City Manager Lynne Ladner. It was a truly inspirational experience, with a few key takeaways. The work sessions were all interesting and informative, but I felt from a national perspective that Michigan Main Street stands out as having produced an excellent program for all its communities. Areas of focus for me were - Directors Round Table, The Effectiveness of Your Message and Brand Scoring, Entrepreneurship on Main Street, Cultural Tourism, and Economic Development on Main Street, among a few others. I greatly appreciate this opportunity and look forward to using this inspiration for the betterment of our program!

Upon the approval of our 20019-2020 budget will be the launching of our 2019-2020 fundraising campaign. The PR/Org committee met Friday, April 5 and provided a review of last year's documents and approach. The sponsorship presentation seems to improve each year, which shows in the progress and positive outcomes that have been accomplished to earn the continued support of our sponsors and program partners, and by attracting more support.

On April 5, Marie Elliot, business consultant for the West Michigan Region for SBDC met in the Main Street office throughout the day with four downtown Business owners. Her focus and the official launching of the Match on the Main program is open to all Michigan Main Streets was to get the process started for these interested businesses. The Match on Main Program currently is piloting in two communities, Saline and Niles will be open to all of Michigan beginning this summer. The funds available are designed to be incentives to attract businesses to downtowns and to assist the current downtown business to have the financial ability to expand. This program has excellent incentives for prospective business growth, with participants match just 10% of available funding up to $25,000. In addition, the SBDC is hosting an event at the Starting Block Tues. April 9 for prospective new

businesses. I will be in attendance for the "Starting a Business" course, representing the downtown business district as a potential for business start-ups.

We have received word that we have been awarded two more grants for our program this spring/summer. Again this year the HFOC, Healthy Families of Oceana County Committee affiliated with the Dist. 10 Health Dept. included HMS for the annual grant to support healthy lifestyles and have been awarded a bike repair station with a value of $1341.57. It will be exciting to see this new feature installed at Hart Commons this summer! The second grant was received from the Community Foundation for $1654, for the printing and installation of the Hart at Play Mural.

The next grant we are applying for is through the Sister Simone Courtade and Mercy Health Missions, due April 22. As I shared last month, the Power of Produce Program, POP, will be modeled after New Era and Muskegon Farmers Markets. We are applying for $3000 to fund this program for the 2019.

Farmers Market Season. The POP has two groups, Kids and Seniors. The Kid's POP is inviting children from 3-13 to come to the market and earn $2 to spend on their own produce, the Senior POP invites Seniors 60 and over to spend $4 on produce. There are no income requirements for this program, which eliminates that complication. Members of POP simply register and then the activity is tracked to record the programs outcomes. The goal for us is to increase the activity at the market. Since this grant cannot go into effect until July, we have additionally reached out to the Hart Rotary Club and Hart Lions Club with the ask to support the June markets for the POP program. After Rachel attending the April 3 Rotary Club meeting presenting a PowerPoint she produced about the program, and I attended the April 4 Loins Club meeting presenting the same, I am happy to report that both clubs have offered $400, the amount needed to cover June so we can launch the program at the start of the Farmers Market season.

WE HAVE A SIGN! The Pocket Park project looks official! The feedback I am receiving so far is very positive! I am so pleased to see this great development happen for our downtown.

This week I am attending the first 2019 Leadership Learning Lab with eleven other leaders from Oceana and Manistee Counties. Funded mostly through scholarships from the Community Foundation of Oceana County and the Northern Michigan Community Foundation, the program runs April through December. The networking opportunities among others will be a great benefit.

Thank you all for the leadership and hard work you give to your downtown
I Respectfully,

Julie Kreilick, Manager

REPORTS OF BOARDS, COMMISSIONS, AND COMMITTEES:
None
BILLS, CLAIMS, PAYROLL:
Bills totaled: $293,852.56 Payroll totaled: $57,860.95 Grand Total: $351,713,51
A motion was made by Mr. Splane and supported by Ms. Platt to approve bills, claims and payroll in the amount stated.
Ayes: 7 Nay: 0 Absent: 0
ACTION ITEMS:
City Manager, Lynne Ladner presented the following:

Memo
To: Mayor and City Council
From: Lynne Ladner
Date: 4/5/19
Re: Replacement of loss of renewable energy: Pegasus Project

The MPPA has determined that the Pegasus Wind project that was expected to provide 150MW of renewable wind energy is not going to be able to provide more than 100MW due to issues with the construction of turbines near the Caro Airport. The MPPA is recommending that the loss of renewable wind energy be replaced by solar energy from the Assembly Solar Facility. Authorization from the Council is needed to move forward and take advantage of preferred pricing on Assembly phase 2. This authorization will place the City's participation in phase 2 at 2.32% of the 40 MW expansion providing 885 RECs ensuring compliance with legislative mandates
It is my recommendation that the council adopts Resolution 19-23 authorizing the replacement of renewable energy loss from the Pegasus project with additional renewable energy from Assembly Solar phase 2.

Lynne

RESOLUTION 19-23
City Council
City of Hart, Michigan
Oceana County

RESOLUTION AUTHORIZING REPLACEMENT OF PEGASUS PROJECT RENEWABLE ENERGY WITH ASSEMBLY SOLAR PHASE II RENEWABLE ENERGY

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

WHEREAS, the utility has legislative mandates to utilize a percentage of our electric generation through renewable energy; and

WHEREAS, due to challenges with the construction of the Pegasus Project reducing the amount of megawatts produced has necessitated that the City along with the MPPA identify other sources of renewable energy;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

That the City authorize the MPPA to negotiate with Assembly Solar Phase II to replace the lost renewable energy production from the Pegasus Project.

Moved by Ms. Martin, supported by Ms. Platt, and thereafter adopted at the regular City of Hart City Council meeting on April 9, 2019.

Ayes: 7 Nays: 0 Absent: 0

I hereby certify this to be a true and correct copy of the document on file with the office of the City of Hart Clerk.

Cheri Eisenlohr

Cheri Eisenlohr, Deputy City Clerk

SPECIAL EVENTS PERMIT:

- Shakespeare on the Commons:
  - A motion was made by Ms. Martin to approve this event, supported by Mr. Splane. All ayes, motion carried. Mr. Moul will need to discuss with Mr. Whitney his request to close traffic off from the area.
- 46th Annual National Asparagus Festival:
  - Ms. Platt made a motion to approve this event; it was supported by Mr. Hegedus, all ayes, motion carried.
- Hart Awakens:
  - A motion was made by Ms. Martin to approve the permit with the condition of receiving a new written application strictly listing only the City-owned property that is to be used. Mr. La Fever supported the motion, all ayes, the motion was carried.

DISCUSSION ITEMS:

- Review proposals for electric utility rate study:

City of Hart
Memo

To:	Mayor and City Council
From:	Lynne Ladner
Date:	4/5/19
Re:	Electric Utility Rate Studies

As the council is aware solicitations were received for the completion of a cost of service rate study for the electric utility. These proposals came in significantly higher than what I have previously experienced with utility rate studies (although I have never requested an electric utility study) and while I believe that it is still an important process to engage in for the long-term operation and planning of our utility it is not a cost that can be absorbed in the fiscal year 2019. I am requesting permission from the council to reach out to the organization that submitted the lowest cost proposal and negotiate the same cost but for the study to be completed (and budgeted for) in FY 2020. The lowest cost proposal is from UFS out of Holland, MI for a base cost of $18,500 with an optional presentation to council fee of $1,200.
Lynne

- Review proposals for City Attorney Legal Services:

Memo
To: Mayor and City Council
From: Lynne Ladner
Date: 4/3/19
Re: Review of City Attorney legal service proposals

The Finance and Personnel committee met on April 2nd to review the proposals submitted to the City to provide City Attorney legal services to the City of Hart. Proposals were requested after a request from the current City Attorney for an increase in monthly retainer fees. The RFP was sent to local attorneys, attorneys that the City has previously worked with for specialized legal issues and was placed on the City's website available to the public.

Five proposals were received, and after discussion by the committee, it was decided to present information from four of the proposals to the full Council for review and discussion. The committee also determined that they did not feel that it was necessary to interview the individuals/firm proposing services for the Council to discuss the provided information.

The firms that the committee recommended to be presented to the Council will be informed that the Council will be discussing the proposals at the April 9th Council meeting. As this is a public meeting, this will provide the firms an opportunity if they so choose to have a representative available to answer questions any questions that the Council may have regarding services, availability, and fees.

Enclosed is a spreadsheet that provides a synopsis of the RFP information for each firm for better comparison. Additionally, I am providing you with information related to the hourly cost spent for legal services that were gathered from the Michigan City Managers list serve question posed by Grand Haven recently and a spreadsheet that shows what the City has paid for specialized legal services and to whom over the past five years.

Lynne

  - Companies that have submitted proposals are:
    - Dickinson-Wright
    - Mika Meyers
    - Rosati, Schultz, Joppich & Amtsbuechler
    - Springstead Law
  - Each company had a representative present to discuss what they could offer the City.
  - No decision is being made tonight regarding new legal services. The proposals will be looked over and discussed further at the next City Council meeting.
- Department Head Attendance:
  - The Mayor is leaving it up to the superintendents to decide if they want to attend both meetings, one meeting or supply a written report. It is not necessary to be at all meetings unless something is on the agenda that directly affects their department. This topic will be discussed further at the next meeting.
- City Attorney Attendance at Council Meetings:
  - This item was proposed and will be discussed further later.

CITY MANAGER REPORT:

- Silver Lake will have another meeting soon to discuss their sewer issues. The outcome could affect the City's BioPure facility.
- City Office's will be closed on Friday, April 19 in observance of Good Friday.
- There will be two more meetings to discuss the Pentwater and Hart bike trail. Ms. Ladner will update as needed.

- Ms. Platt, Ms. Ladner, and Chief Salazar will be attending a conference on active assailant training later this month.
- Bids have been coming in on liability & property insurance. The outcome will be discussed at the next Council meeting.
- The City budget is on track.
- Amendments will soon be presented for changes to the budget.

CITY ATTORNEY'S REPORT:

- None

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Ms. Platt was recently at a Library Board meeting, and it was brought to her attention that the Library's roof still had snow/ice issues and they asked her to talk to Mr. Whitney about solving. He advised her that the City is not responsible for repairs to the Library's roof. Heated sidewalks were also discussed by the Library board. Ms. Ladner stated that she would attend the next Library meeting. Ms. Platt also stated that Kay Williams, the library director, is being honored by the United Way on April 25.
- Ms. Martin is attending the Michigan Small Town and Rural Development in Crystal Mountain; good information comes out of these meetings for small communities. Shelby and Pentwater will be doing a pitch at this event. She will share what she learns at a future meeting. She will also be attending the Building Michigan Communities Conference – a housing and community development meeting.
- Mr. La Fever stated that he had been approached about the City having another "Citywide Clean Up" day. Ms. Ladner will discuss this with Republic Waste and advise the cost at the next City Council meeting.
- Rob Splane will be attending financial training on the east side of the State that is done monthly and is free. Mr. Splane will be attending the training in Muskegon this coming December.

There being no further business to come before the Council, the meeting adjourned at 9:04 p.m., upon motion by Mr. Frontiera and supported by Mr. La Fever. The next regular meeting is April 23, 2019, at 7:30 p.m.

Respectfully Submitted

Deputy City Clerk

CITY MEETING - SIGN IN SHEET

MEETING NAME: City Council | DATE: 4-9-19

PRINTED NAME		SIGNATURE
Patty Kersey		
Paul [illegible]		
Mark Van Allsburg		
Brad Whitney		Brad Whitney
Mike Schiller		[illegible]
Julie Kreilick		Julie Kreilick
Sharon Hallack		S Hallack
Jessica Wood		Jessica Wood
Steve Brush		[illegible]
ANDREW BREGE		[illegible]

CITY OF HART – HYDRO ELECTRIC
POWER BOARD @ CITY HALL
407 STATE STREET, HART, MICHIGAN
MONDAY, APRIL 8, 2019
8:00 AM – MINUTES

Present: Chair, Mike Powers, Members: Gayle Forner, Jason La Fever Nick Wadel, Steve Bruch, and Joe Frontiera,
Absent: Mayor La Porte
Others present: City Manager – Lynne Ladner, Deputy Clerk - Cheri Eisenlohr, and Hydro Superintendent - Mike Schiller
Chair Mike Powers, called the meeting to order at 9:00 am.
Mr. Former made a motion to approve the current agenda and the minutes from the March 4, 2019 meeting, Mr. Bruch supported, all ayes, the motion carried.
Public Comment: None
MPPA and MMEA:

- Authorization for replacement renewable energy from Pegasus Project with Assembly Solar Phase II power recommendation.
  City of Hart

  Memo

  To: Power Board
  From: Lynne Ladner
  Date: 4/5/19
  Re: Replacement of loss of renewable energy: Pegasus Project

  The MPPA has determined that the Pegasus Wind project that was expected to provide 150MW of renewable wind energy is not going to be able to provide more than 100MW due to issues with the construction of turbines near the Caro Airport. The MPPA is recommending that the loss of renewable wind energy be replaced by solar energy from the Assembly Solar Facility.

  The Council is being asked for authorization to move forward and take advantage of preferred pricing on Assembly phase 2. This authorization will place the City's participation in phase 2 at 2.32% of the 40 MW expansion providing 885 RECs ensuring compliance with legislative mandates. Lynne

- Mr. Forner made a motion to recommend to the City Council to replace the Pegasus Project energy purchase with the Assembly Solar project for a minimum of .9 megawatts up to 1.5, Mr. La Fever supported the motion, all ayes, the motion carried.

MDEQ: None
MPSC: None
MDNR: None
FERC: None
City Manager Report:

- Electric Utility Rate Study update/recommendation:
  City of Hart

  Memo

  To: Power Board
  From: Lynne Ladner
  Date: 4/5/19

Re: Electric Utility Rate Studies

As you are aware solicitations were received for the completion of a cost of service rate study for the electric utility. These proposals came in significantly higher than what I have previously experienced with utility rate studies (although I have never requested an electric utility study) and while I believe that it is still an important process to engage in for the long term operation and planning of our utility it is not a cost that can be absorbed in the fiscal year 2019.

I am requesting a recommendation from the board for the Council to authorize reaching out to the organization that submitted the lowest cost proposal and negotiate the same cost but for the study to be completed (and budgeted for) in FY 2020. The lowest cost proposal is from UFS out of Holland, MI for a base cost of $18,500 with an optional presentation to council fee of $1,200.

Lynne

- Mr. Forner made a motion to recommend to City Council that Ms. Ladner lock in the quoted rate from UFS for the FY 2020, Mr. Bruch supported the motion, all ayes, motion carried.
- The tour to Sebawang is still in the works; they have a new manager transitioning into the job. Ms. Ladner will work out the details at the MPPA meeting with her this month.
- There was damage to a disc golf basket. Two new baskets were ordered – one to be a spare.
- FERC has asked for a letter on the status of the Veteran's Park grant – the City will be applying in 2020 for the grant and will get more water sport vendors involved in the process.
- Franklin Energy has reported that the budgeted amount for energy optimization refunds has hardly been used. The City will do more to promote this program to businesses and residents.
- There will be City event/information printed on the back of City utility billing notices in the near future.

Superintendents Report:

- Mike Schiller reported on the following items:
  - The water run-off at the dam was the highest that it's been in years. The waste-gates were run at almost max capacity.
  - UIS has been working on controls and alarms at the dam.
  - The East bank repairs at the dam will be budgeted for FY2020.
  - Engines 1 and 3 are close to running at the diesel plant.
  - Fuel at the diesel plant has no water in it.
  - All Energy employees will be trained to run the equipment at the diesel plant.
  - Sub-stations are all in good shape.
  - A program is being designed to track monthly inspections on equipment and to detect patterns, and trends.
  - Trees are being cleared out by DuBois out by the former County Farm area. New poles are being installed in the area as well.
  - A new pole is being installed at Seneca Foods/Gray & Co., today.
  - Old transformers installed in metal boxes up in the Hill N'Dale area are being replaced with pad-mount transformers that are safer.
  - Overhead wires are down going across the lake area.
  - The tie-in for JGP and the medical care is proceeding with a few more connections to be made into the 7200 service.

Comments from the Power Board: None
Adjournment: Meeting adjourned at 8:42 am.
Next Meeting: Monday, May 6, 2019, at 8:00 am

HART AREA FIRE

ADMINISTRATIVE BOARD

Meeting Minutes- March 28, 2019

The Hart Area Fire Administrative Board Meeting was called to order by Chairman Gary Beggs at 7:00PM. Others present for the meeting were Mike Powers, Clancy Aerts, Bruce Mull, Jake Whelpley, Dale Stevenson, Mike Potter, Chief Jack White and undersigned

Absent for the meeting was Dick Huntington and Jay McGhan.

There were no others present for the meeting.

Motion was made by Aerts and supported by Stevenson to accept the agenda as presented. Voice Vote, all yes, Motion carried.

Motion was made by Mull and supported by Stevenson to accept the minutes of the, February 28, 2019 meeting. Voice vote, all yes. Motion carried.

Treasurer reported total expenses of 12, 270.11 since the last meeting. A balance in the checking account was reported as $166,338.84. A balance in the Capital Improvement Fund was reported as 292,438.37. Discussion was held on the bills. Motion was made by Powers and supported by Potter to accept the treasurer's report as presented and pay the bills. Roll call vote, all yes. Motion carried.

Chief White advised the board of the problems found at the school in the area of the Middle School Auditorium. A letter had been sent to the administrative office advising of the findings.

Chief White advised the department had responded to13 runs in March. Chief provided a list of each call and what the call was and the number of firefighters responding to each call. He indicated the numbers are low on some fires and not sure what can be done about the numbers responding.

Chief advised he is looking to sell some old equipment that were for equipment the department no longer has.

A couple of lengths of fire hose was burned in the last woods fire and replacement has been ordered.

There are 4 members going to FDIC in April. Fuehring, Leimback, Fillips and Carroll.

Under new business Whelpley advised the department could put their money into an investment account and the rate of return is better then what we are currently getting. He passed out some information and the treasurer will look into our current investment policy as we may need to adopt a new one and if Huntington Bank charges for bank transfers into our account.

Chief White wanted to add that Assistant Chief Dwight Fuehring did a nice job as incident command at the wood fire today and also Lt Mark Haynor was incident commander at the building fire on Oceana Drive and did a nice job at that scene as well. He advised that Mark was the only officer on scene.

Meeting adjourned at 7:23PM

Respectful Submitted,

Daniel Leimback

Sec/Treasurer

Payables Date: 4/23/19	Description	Total	General +	DPW	Energy	BPTF	Water
APX/Mirecs	Mirecs	$ 77.28			$ 77.28		
Chemco	SPB-002	$ 1,332.58				$ 1,332.58	
Consumers Energy	Utilites - Energy Dept.	$ 230.31			$ 230.31		
County of Muskegon	Data/Application Services	$ 90.00				$ 90.00	
Dave's Party Store	Fuel - Final Billing w/Dave Lorenz	$ 1,139.08	$ 262.97	$ 341.81	$ 352.72	$ 181.58	
David C. Gerling	Tribunal Tax Appeals - Legal Services	$ 1,526.25	$ 1,526.25				
Delta Dental	May Ins. Prem.	$ 1,366.96	$ 551.04	$ 180.80	$ 429.35	$ 135.16	$ 70.61
First Advantage	DOT Drug/Alcohol Screening	$ 212.00			$ 118.50	$ 93.50	
Freed Management	#2 JGP	$ 3,570.00	$ 3,570.00				
Frontier	JGP - Phone	$ 105.53	$ 105.53				
Frontier	BioPure - SCADA	$ 85.70				$ 85.70	
Frontier	Energy - Phone	$ 72.21			$ 72.21		
Frontier	Dam - Phone	$ 70.40			$ 70.40		
GHSP	Energy Efficiency Incentive	$ 939.47			$ 939.47		
GRP Engineering	Engineering Level 4 - Electrical	$ 467.88			$ 467.88		
Hallack Contracting	Concrete Removal	$ 2,550.00	$ 2,550.00				
Hart Cemetery	2nd Quarter contribution	$ 4,250.00		$ 4,250.00			
Hart Cemetery	Winter Taxes	$ 14.27	$ 14.27				
Hart Main Street	Reimburse - Community Fdtn Muskegon	$ 1,654.00	$ 1,654.00				
Lawson-Fisher	Various Projects	$ 4,633.53			$ 4,633.53		
LEAF	Printer Fee - Police	$ 39.00	$ 39.00				
Lincoln Natl. Life	May Ins. Prem.	$ 887.18	$ 256.83	$ 151.23	$ 290.97	$ 154.30	$ 33.85
Mears Service Center	2003 Ford Truck Repairs	$ 3,103.33			$ 3,103.33		
MHP	Drug Testing	$ 28.00	$ 28.00				
Michigan Municipal League	2019/2020 W/C Premium	$ 6,633.00	$ 2,719.53		$ 2,454.21	$ 1,127.61	$ 331.65
Mike's Auto Body Shop	Energy Efficiency Incentive	$ 642.60			$ 642.60		
Most Dependable Fountains, Inc.	Drinking Foutain - JGP	$ 1,190.00	$ 1,190.00				
MPPA	Purchased Power	$ 127,078.00			$ 127,078.00		
Office Machines	Overage Fees - Police	$ 34.68	$ 34.68				
Pixel Graphix	Chain of Custody forms	$ 170.00				$ 170.00	
Power Line Supply	Parts/Supplies	$ 1,173.60			$ 1,173.60		
Pranger Property Mgmt	Cleaning Svcs	$ 168.00	$ 168.00				
Printing Systems	A/P, Payroll Checks	$ 164.63	$ 164.63				
Quill	Office Supplies	$ 189.71	$ 189.71				
Salazar, Juan	Training Travel Expense	$ 31.53	$ 31.53				
USA Blue Book	Supplies	$ 1,228.62		$ 239.61		$ 505.04	$ 483.97
Verizon	Cell Phones	$ 492.66	$ 38.05	$ 61.37	$ 285.88	$ 107.36	
Vision Service Plan	May Ins. Prem.	$ 263.28	$ 99.32	$ 29.52	$ 85.02	$ 36.11	$ 13.31
		$ -					
	Subtotal	$ 167,905.27	$ 15,193.34	$ 5,254.34	$ 142,505.26	$ 4,018.94	$ 933.39
Additional Bills							
		$ -					
		$ -					
		$ -					
		$ -					
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal Reg and Additional	*$ 167,905.27*					
HAND CHECKS							
Alerus - ACH	*City Share 401 Retirement*	$ 3,113.52	$ 3,113.52				
US Postmaster	Postage Utility Bills	$ 125.31			$ 56.39	$ 43.86	$ 25.06
		$ -					
	TOTAL HAND CHECKS	$ 3,238.83	$ 3,113.52	$ -	$ 56.39	$ 43.86	$ 25.06
	Sub-Total Regular Bills/Additional Bills/Hand Checks	*$ 171,144.10*	*$ 18,306.86*	*$ 5,254.34*	*$ 142,561.65*	*$ 4,062.80*	*$ 958.45*
Gross Payroll							
	#456	$ 56,013.90					
	Sub-Total	$ 56,013.90					
	GRAND TOTAL	$ 227,158.00	$ 21,420.38	$ 5,254.34	$ 142,618.04	$ 4,106.66	$ 983.51

--OVER--

PAYROLL AMOUNTS					
04/18/19					
Pay 456		GROSS PAY	OVERTIME	INS OPT-Out	BASE PAY
Employee Code	Dept.		PAY	PAY	
FULL-TIME					
MGR.	MSM	***$1,576.00***	$0.00	$0.00	$1,576.00
DPW1	DPW	$2,184.00	-$72.00	$0.00	$2,112.00
DPW2	DPW	$1,920.00	$0.00	$0.00	$1,920.00
DPW3	DPW	$2,220.40	-$73.20	$0.00	$2,147.20
DPWS	DPW	***$2,319.20***	$0.00	$0.00	$2,319.20
ENERGY1	Energy	$3,393.80	-$28.68	$0.00	$3,365.12
ENERGY2	Energy	$3,059.20	$0.00	$0.00	$3,059.20
ENERGYS	Energy	***$3,673.60***	$0.00	$0.00	$3,673.60
ENERGY3	Energy	$2,821.28	$0.00	$0.00	$2,821.28
ENERGY4	Energy	$2,450.77	-$22.77	$0.00	$2,428.00
ENERGY5	Energy	$2,255.45	$0.00	$0.00	$2,255.45
DCC	Office	***$1,518.40***	$0.00	$0.00	$1,518.40
DCC	Office	***$1,518.40***	$0.00	$0.00	$1,518.40
MGR.	Office	***$3,269.60***	$0.00	$0.00	$3,269.60
CC	Office	***$1,920.81***	$0.00	$0.00	$1,920.81
DCC	Office	***$1,348.00***	$0.00	$0.00	$1,348.00
PO	Police	$2,161.51	-$115.11	$0.00	$2,046.40
PO	Police	$2,046.40	$0.00	$0.00	$2,046.40
PO	Police	$2,199.88	-$153.48	$0.00	$2,046.40
PC	Police	***$2,403.20***	$0.00	$0.00	$2,403.20
DS	Police	$2,101.60	$0.00	$0.00	$2,101.60
BIOS	WW	***$2,747.20***	$0.00	$0.00	$2,747.20
BIOS	WW	$2,280.00	-$168.00	$0.00	$2,112.00
BIOS	WW	$1,952.00	$0.00	$0.00	$1,952.00
TOTAL		**$55,340.70**	**-$633.24**	**$0.00**	**$54,707.46**
COUNCIL					
CC1		$0.00	$0.00	$0.00	$0.00
CC2		$0.00	$0.00	$0.00	$0.00
CC3		$0.00	$0.00	$0.00	$0.00
CC4		$0.00	$0.00	$0.00	$0.00
CC5		$0.00	$0.00	$0.00	$0.00
CC6		$0.00	$0.00	$0.00	$0.00
CC7		$0.00	$0.00	$0.00	$0.00
CC8		$0.00	$0.00	$0.00	$0.00
CC9		$0.00	$0.00	$0.00	$0.00
TOTAL		**$0.00**	**$0.00**	**$0.00**	**$0.00**
PART-TIME					
MGR.	HHD	$223.20	$0.00	$0.00	$223.20
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
EW	Office	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$450.00	$0.00	$0.00	$450.00
TOTAL		**$673.20**	**$0.00**	**$0.00**	**$673.20**
TOTAL PAYROLL		**$56,013.90**	**-$633.24**	**$0.00**	**$55,380.66**

OVERTIME HOURS WORKED							Item 9
Pay Period 3/29/19 -4/11/19		Pay 456	PAID HOURS			Call-Out	Pay Date 4/18/19
EMPLOYEE NAME	DEPT.	DATES WORKED	1.5x	2x	2.25x	Sched.	REASON
Chris Kies	BPTF	4/6,7	2	2		S	Lab/Irrigation
Frank Lloyd	BPTF						
Jason Riggs	DPW	4/6/2019	2			C	Water Samples - JGP
Mike Eisenlohr	DPW						
Matt Adams	DPW	4/8/2019	2.00			S	Street Sweeping
Terry Birkman	Energy	3/29/2019	0.50			S	Creeks Transformer
Andy Van Zoeren	Energy						
Nathan Gowell	Energy						
Jed Van Dyke	Energy	3/29/2019	0.50			S	Creeks Transformer
Scott Van Agtmael	Energy						
Shawn Anderson	Police	3/31, 4/11	3.00			C	OWI, Truancy
Brian Hintz	Police						
Kevin Skipski	Police						
Joe Ingalls	Police	4/3,10	4.00			S	Court
Hildigardo Hinjosa (PT)	Police						
Austin Buckingham (PT)	Police						

Item 9

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 4/18/19

Re: Consider rescinding appointment of Irene Knoth to TIFA board

---

Irene Knoth is currently an appointed member of the TIFA board. We have reached out to her several times notifying her of scheduled meetings, delivered meeting packet information and followed up to determine if she will be in attendance at the meetings To date she has not responded to inquiries regarding attendance and has not attended any of the TIFA meetings during my tenure in Hart.

Her husband has stopped by City Hall and stated that she no longer wants to serve on the board but we have not received anything in writing from her. Cheri sent a letter several weeks ago with a section for her to check yes or no regarding her desire to remain on the board, sign and return in the stamped addressed envelope to City Hall. We have not received this either.

Having a member that does not attend meetings nor respond to contact from the City create a hardship for the board in ensuring that a quorum is available for all meetings.

It is my recommendation that the Council rescind the appointment of Irene Knoth to the TIFA board due to attendance issues.

Lynne

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 4/18/19

Re: Appointment of City Attorney for general legal services

During the April 9th meeting the members of the Council had the opportunity to hear from our current City Attorney and from three other firms that have submitted proposals to provide legal services to the city.

Resolution 19-24 is written with blanks which provide the council to complete the discussion at their meeting and if they are prepared to make a decision on how to move forward. The blanks allow the Council to fill in the Attorney/Firm that they would like to select along with setting a time frame for contracting for services from the Attorney/Firm.

It is my recommendation make and pass a motion that adopts Resolution 19-24 appointing _____ as City Attorney providing legal services for the City of Hart for a period of ____ years.

Lynne

RESOLUTION 19-24

City Council

City of Hart, Michigan

Oceana County

RESOLUTION AUTHORIZING THE APPOINTMENT OF _____ AS CITY ATTORNEY PROVIDING LEGAL SERVICES FOR THE CITY OF HART

WHEREAS, The City of Hart solicited and received requests for proposals for legal services for the City of Hart beginning July 1, 2019, and

WHEREAS, the City of Hart discussed and had the opportunity to hear from four of the legal firms proposing services to the City, and

WHEREAS, the Council has had the opportunity to review the legal services proposals ask questions and consider the options:

THEREFORE, BE IT RESOLVED, that the City of Hart resolves to contract with _____ for legal services beginning July 1, 2019 for a ___ year period and authorizes the City Manager to sign the necessary documents to complete the contract.

Moved by _____, supported by _____, and thereafter adopted at the regular City of Hart City Council meeting on April 23, 2019.

Ayes: Nays: Absent:

I hereby certify this to be a true and correct copy of the document on file with the office of the City of Hart Clerk.

Cheri Eisenlohr, Deputy City Clerk

CITY OF HART

407 S. State St., Hart, MI 49420
Ph: 231-873-2488 Fax: 231-873-0100

SPECIAL EVENTS PERMIT

RECEIVED APR 15 2019 BY: Chen

THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT.

DATE OF APPLICATION: 4 - 11 - 19

NAME OF EVENT: Hart Awakens - Crystal Valley Care Fund Fundraiser

DATE OF EVENT: May 4 TIME: 8 TO 4

RAIN DATE OF EVENT: MUST PROVIDE n/A

LOCATION AND/OR ROUTE OF EVENT: E main From State Street to Hart Street

DESCRIPTION OF EVENT: Motor cycle show - Intlateables in commons music in commons

~~SPECIAL NEEDS~~: Pocket Park demos 10 - 3

NAME OF ORGANIZATION OR SPONSOR: Hart Awakens Benefit for Crystal Valley Care Fund

ADDRESS:

CONTACT PERSON: Patty 231 742 0390 George 231 907 0551

PHONE: FAX:

EMAIL:

x Patty [signature] 4-15-19

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

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:

Hart Awakens

May 4th Saturday

All Proceeds to Benefit

Crystal Valley Care Fund

Events

1. Artisan Market—10 to 3 Old Power's Building
2. Winery/ Brewery/ Store Tour 11 to 3

Hansen Foods—Big Hart Brewery—Up North Farm Market—Fox Barn Winery

3. "Up Your Alley"—Dale and Gail Music and Art Gallery 11 to 2 Vintage Cartoons. Then the Kentucky Derby on the big screen 5- 8, La Probadita Pinata; Lakeside Family Fitness Kids Karate class 12 to 1, also pound fitness demo and a karate demo. Reflections – Out back porch sale
4. Up North Farm Market is part of the winery brewery tour, Petting zoo, and Pony rides, and Food tasting.
5. Motorcycle Show in front of Kristi's Pour House
6. AFC is sponsoring Jump It Up inflatables in the Commons
7. Kristi's Pour House is sponsoring a Band in the Commons from 7 to 10



WEST BEND
A MUTUAL INSURANCE COMPANY

West Bend Mutual Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial General Liability Coverage Declarations

Customer Number: 0110529993
Policy Number: 1394561 08

Policy Period: 01/01/2019 to 01/01/2020
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Silver Lake Sand Dunes Area Chamber of Commerce
2388 N Comfort Dr
Hart, MI 49420-8143

Agency Name and Address: 21179
GALES AGENCY INC
PO BOX 230
HART, MI 49420
231-873-3385

Insured is a(n) Non-Profit Organization

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	$2,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
Each Occurrence Limit	$1,000,000
Personal and Advertising Injury Liability Limit	$1,000,000
Damage to Premises Rented to You Limit	$300,000
Medical Expense Limit, Any One Person	$10,000

See attached Forms Schedule for forms and endorsements applicable to this coverage.

WEST BEND
A MUTUAL INSURANCE COMPANY

West Bend Mutual Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial General Liability Classification Schedule

Customer Number: 0110529993
Policy Number: 1394561 08

Policy Period: 01/01/2019 to 01/01/2020
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Silver Lake Sand Dunes Area Chamber of Commerce
2388 N Comfort Dr
Hart, MI 49420-8143

Agency Name and Address: 21179
GALES AGENCY INC
PO BOX 230
HART, MI 49420
231-873-3385

Commercial General Liability Classifications

Loc	Class Code	Description	Exposure	Premium Basis	Rate	Premium	Coverage
1	41670	Clubs - civic, service or social - no buildings or premises owned or leased except for office purposes - Not-For-Profit only	175	Members	0.777 Included	$136 Included	Prem/Ops Prod/Co
1	46590	Parades	1	Parades	79.334 Included	$79 Included	Prem/Ops Prod/Co
1	63220	Exhibitions - in buildings - no admission charged - Not-For-Profit only	2	Exhibitions	71.144 Included	$142 Included	Prem/Ops Prod/Co
1	63220	Exhibitions - in buildings - no admission charged - Not-For-Profit only	1	Exhibitions	142.289 Included	$142 Included	Prem/Ops Prod/Co

WEST BEND
A MUTUAL INSURANCE COMPANY

West Bend Mutual Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial General Liability Endorsements and Miscellaneous Premiums

Customer Number: 0110529993
Policy Number: 1394561 08

Policy Period: 01/01/2019 to 01/01/2020
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Silver Lake Sand Dunes Area Chamber of Commerce
2388 N Comfort Dr
Hart, MI 49420-8143

Agency Name and Address: 21179
GALES AGENCY INC
PO BOX 230
HART, MI 49420
231-873-3385

Additional Insureds

Description	Form Number	Premium
Club Members	CG2002	$0
Designated Person	CG2026	$25

Endorsements

Description	Form Number	Premium
Voluntary Property Damage Coverage	WB144	Included
Amendment - Who Is An Insured	WB1460	Included
Plus Pak - Liability	WB2000GL	$50

Miscellaneous Premiums

Description	Form Number	Premium
Terrorism Risk Insurance Act		$3

Total General Liability Premium: $577

WEST BEND
A MUTUAL INSURANCE COMPANY
West Bend Mutual Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial General Liability Forms Schedule

Customer Number: 0110529993
Policy Number: 1394561 08

Policy Period: 01/01/2019 to 01/01/2020
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Silver Lake Sand Dunes Area Chamber of Commerce
2388 N Comfort Dr
Hart, MI 49420-8143

Agency Name and Address: 21179
GALES AGENCY INC
PO BOX 230
HART, MI 49420
231-873-3385

Forms Schedule

Number	Edition	Description
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2002	1185	ADDITIONAL INSURED - CLUB MEMBERS
CG2026	0413	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG2101	1185	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2109	0615	EXCLUSION – UNMANNED AIRCRAFT
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2150Z	0413	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
NS0013	0499	EXCESS PROVISION
NS0021GL	0414	EXCLUSION - TRAMPOLINES
NS0029GL	0414	EXCLUSION - DISCRIMINATION
NS0031	0608	EXCLUSION - DESCRIBED HAZARDS FIREWORKS
NS0156GL	0118	EXCLUSION - DESCRIBED HAZARDS-MECHANICALLY OPERATED AMUSEMENT DEVICES
NS0273	0708	LIMITED FUNGI COVERAGE

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
The State of Michigan, its' Departments, Board, Agencies, Commissioners, Officers and Employees 8717 N Roscommon Rd, Roscommon, MI 48653-9207
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:
Any and all

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

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EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion c. under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

If the "occurrence: which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages;

(2) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(a) Requires a license;

(b) Is for the purpose of financial gain or livelihood; or

(3) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

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EXCLUSION – DESCRIBED HAZARDS MECHANICALLY OPERATED AMUSEMENT DEVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operations of any exhibition, this insurance does not apply to "bodily injury" or "property damage" arising out of any mechanically operated amusement device.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fungi Liability	
Each Occurrence Limit	$50,000
Aggregate Limit	$100,000

Coverage under this endorsement is subject to the Fungi Each Occurrence and Aggregate Limits shown in the schedule. Our obligation to pay any claim or judgment, or to defend any suit, ends after these limits have been exhausted by payment of judgments or settlements, or after we have offered for settlement our limit of liability.

A. The following exclusion is added to Paragraph **2.**, Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury" arising out of a "fungi incident".

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" by any insured or by any other person or entity.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi incident", is subject to the Fungi Liability Each Occurrence and Aggregate Limit as described in Paragraph **C.** of this endorsement. This provision **B.** does not apply to any "fungi" that are, are on, or are contained in, a good or product intended for bodily consumption.

C. The following are added to **Section III – Limits of Insurance:**

1. Subject to Paragraphs **2.** and **3.** of Section **III** – Limits of Insurance, as applicable, the Fungi Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage **A** for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi incidents". This provision **C.1.** does not apply to any "fungi" that are, are on, or are contained in, a good or product intended for bodily consumption.

2. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, Of Section **III** - Limits Of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi incident" but only if, and to the extent that, limits are available under the Fungi Liability Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY PROPERTY DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

COVERAGE	LIMITS OF LIABILITY		DEDUCTIBLE	
Property Damage	$2,500	Each Occurrence	$250	Each Claim
	$2,500	Aggregate		

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Unless specifically modified or deleted, all exclusions listed in COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY section of the COMMERCIAL GENERAL LIABILITY COVERAGE apply to the coverage provided by this endorsement.

1. **Insuring Agreement.**

   We will pay, at the request of the insured, for "property damage" to property of others in the insured's care, custody or control. The "property damage" must be caused by an "occurrence" and result from operations which take place away from any premises the insured rents, owns or occupies and which are a part of your business. That business must be afforded coverage under the Commercial General Liability Policy to which this endorsement is attached.

   However, we shall have no duty whatsoever to defend claims and/or lawsuits for which the only coverage provided is under this endorsement.

2. **Exclusion.**

   This insurance does not apply to "property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor.

3. **Limits of Insurance.**

   a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:

      (1) Insureds;

      (2) Claims made or "suits" brought; or

      (3) Persons or organizations making claims or bringing "suits".

   b. The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement;

   c. Subject to b. above, the Each Occurrence Limit is the most we will pay because of all "property damage" arising out of any one "occurrence".

   The limits of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

4. **Deductible.**

   We will not pay for loss or damage for any claim until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Liability.

   The terms of this insurance apply irrespective of the application of the deductible amount.

   We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

State(s)
Michigan
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following provisions apply to the state(s) indicated in the Schedule:

With respect to your "employees", paragraph **2.a.(1)** of **Section II – Who Is An Insured** of the Commercial General Liability Coverage Form is amended as follows:

(1) "Bodily injury" or "personal injury" (or "personal and advertising injury" if defined as such in your policy):

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company); or to your "volunteer workers" while performing duties related to the conduct of your business.

b. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or

c. Arising out of his or her providing or failing to provide professional health care services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PLUS PAK – LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph **1. Insuring Agreement** of **Section I – Coverage A – Bodily Injury and Property Damage Liability:**

f. Knowledge that "Bodily Injury" or "Property Damage" has occurred or knowledge of a claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person, who has been designated by them to receive reports of occurrences, offenses, claims or suits shall have received such notice from the agent or employee.

B. The following exception is added to Paragraph **2.e. Exclusions** of **Section I – Coverage A – Bodily Injury and Property Damage Liability:**

Stop Gap Liability

This exclusion does not apply to "bodily injury" to an "employee" of the insured arising out of and in the course of employment by the insured, provided such "employee" is reported and declared under the Workers' Compensation Fund of the State(s) of North Dakota, Ohio, Washington, or Wyoming, whichever is applicable as respects such injured "employee".

The insurance provided by this coverage extension does not apply to:

1. Punitive or exemplary damage because of "bodily injury" to an "employee" employed in violation of law;
2. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
3. Damages arising out of the discharge of, coercion of, or discrimination against any "employee" in violation of law.

C. Paragraph **2.g.(2)(a) Exclusions** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by:

(a) less than 51 feet long; and

D. Paragraphs **1.b.** and **1.d.** of **Supplementary Payments – Coverages A And B** of **Section I – Coverages** are replaced by:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off work.

E. Paragraph **3.a.** of **Section II – Who Is An Insured** is replaced by:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

F. The following is added to **Section IV – Commercial General Liability Conditions:**

10. Unintentional Failure to Disclose Hazards

Based on our dependence upon your representation as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject liability coverage under this policy based solely on such failure.

11. Liberalization

If we adopt any revision that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply as of the day the revision is effective in your state.

G. Paragraph **3.** under **Section V – Definitions** is replaced by:

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish or death resulting from bodily injury, sickness or disease.

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ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2026 Add'l Insured-Designated Person

Additional Interest Name:

The State of Michigan, its' Departments, Board, Agencies, Commissioners, Officers and Employees

NSI
A DIVISION OF
WEST BEND
A MUTUAL INSURANCE COMPANY

Policy Number: 1394561

Special Events Questionnaire
(Attach to an Acord Application)

Applicant's name Silver Lake Sand Dunes Area Chamber of Commerce

Address 2388 N. Comfort Dr. Hart MI 49420
Street City State Zip

Applicant's website address www.thinkdunes.com Contact's email address Director@thinkdunes.com

Date of Event:	Location of Event	Expected Daily Attendance: (Required to rate)	Hours of Operation:
5-4-19	Hart Commons Park/Main Street	150	9am - 3pm

Event Location

Location #	Street	City	County	State	ZIP
1	206 E. Main St	Hart	Oceana	MI	49420

1) What is your involvement in the event? Check all that apply: ☑ Sponsor ☐ Vendor ☐ Organizer ☐ Participant

2) Describe the event including a complete list of activities. Please attach a flyer if available.
Hart Awakens - Craft Fair & Motorcycle Show for Attendees to visit displays & exhibits in Downtown Hart

3) Do you require a **Certificate of Insurance** from all exhibitor/vendors? ☑ Yes ☐ No
If no, what exhibitors must submit a certificate, if any? _____

4) Are Additional Insureds required? ☐ Yes ☐ No
If yes, please explain: _____

5) What precautionary measures have been taken in the event of a medical emergency or injury:

6) Briefly describe what security measures will be taken. Include the number of security personnel and the name of the firm providing the security: _____

7) Is there grandstand or bleacher seating? ☐ Yes ☑ No

8) Is there a barrier between the exhibition and the spectators? ☐ Yes ☐ No ☑ N/A
(A barrier is required for events with vehicles)
If yes, please explain the type of barrier and distance to the spectators: _____

9) Are spectators allowed to participate in any of the sponsored events? ☐ Yes ☑ No
If yes, please explain: _____

10) Are participants required to sign any releases of waivers? ☐ Yes ☑ No
If yes, please attach a copy of the waivers.

11) Will you be using any mobile equipment? ☐ ATV's ☐ Golf Carts ☐ Snowmobiles ☐ Bobcats ☐ Cranes ☐ Tractors ☐ Horse Drawn Wagons ☐ Other _____
What is the use of this equipment? Check all that apply: ☐ Transporting People ☐ Transporting Equipment/Supplies ☐ Operated/Driven by Public ☐ Officials/Staff Only ☐ Other _____

PO Box 620976 | Middleton, WI 53562 | Phone: (608) 410-3410 | Fax: (800) 320-1622 | www.thesilverlining.com

NSI
A DIVISION OF
WEST BEND
A MUTUAL INSURANCE COMPANY

Where is the equipment stored when not in use?_____

Who is responsible for insurance of the mobile equipment?_____

12) Will you serve alcohol? ☐ Yes ☑ No

If yes: Who is providing the liquor liability coverage?_____

If yes: Who is providing the security in the area where the liquor is being severed?_____

13) Will you allow others to serve alcohol at this event? ☐ Yes ☑ No

If yes, **Certificate of Insurance** are required.

If Liquor Liability coverage is desired, please complete the Liquor Liability Questionnaire for Special Events.

The information I have provided is true and accurate to the best of my knowledge. I have not willfully concealed or misrepresented any material fact(s) or information. I understand completion of this questionnaire does not compel the company to provide coverage.

Applicant's Signature	4-17-19 Date
Agent's Signature / Agency Name	Date

PO Box 620976 | Middleton, WI 53562 | Phone: (608) 410-3410 | Fax: (800) 320-1622 | www.thesilverlining.com

RECEIVED APR 15 2019 BY

CITY OF HART

407 S. State St., Hart, MI 49420
Ph: 231-873-2488 Fax: 231-873-0100

SPECIAL EVENTS PERMIT

DATE OF APPLICATION: 4/11/19

NAME OF EVENT: Hart Sparks

DATE OF EVENT: 7/2/19 TIME: FROM 5PM TO end of Fireworks

DOES THIS DATE CONFLICT WITH OTHER PERMITED ANNUAL CITY EVENTS: YES OR (NO)

RAIN DATE OF EVENT: **MUST PROVIDE** 7/3/19

LOCATION AND/OR ROUTE OF EVENT: Downtown Hart

DESCRIPTION OF EVENT: on separate sheet

SPECIAL NEEDS: on separate sheet

NAME OF ORGANIZATION OR SPONSOR: Hart Main Street/ City of Hart

ADDRESS: 49 S State St.

CONTACT PERSON: Julie Kreilick

PHONE: 231.301.8449 FAX:

EMAIL: hartmainstreet@gmail.com

X Julie Kreilick 4/11/19
SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE**

IT IS YOUR RESPONSIBLITY TO SCHEDULE THE MEETING WITH THE CITY DEPARTMENTS INDICATED.
PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE LOGISTICS MEETING.

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: ☐

LOGISTICS MEETING NEEDED: (YES) OR NO

DEPT. ATTENDING: (DPW) (POLICE) EMS HYDRO

DATE OF MEETING: 6/25 FROM 1:00 TO 1:30

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

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

Hart Main Street Program
49 S. State Street
P.O. Box 449
Hart MI 49420
Phone: 231.301.8449
hms@hartmainstreet.org

The Wolverine Fireworks Display Inc. has entered into a 3-year contract with Hart Main Street to hold fireworks in downtown Hart on July 2 at dusk, with a rain date of July 3, for the amount of $12,300 increased for 2018 by $1300. This agreement includes liability for the City of Hart and Hart Main Street. A down payment of $2750 is due May 7 with the balance of $9550 due by 6-22-17.

Location: Set up for fireworks will begin at 1PM at Veteran's Park, with the display beginning at 10:15 PM. The display team and volunteers will clean up the park that night.

A band will play at Hart Commons from 7PM until 10:15. Vendors will be permitted to locate in the La Probadita parking lot #2 from 6PM until 10:15 PM, with permitting from HMS. Local organizations and businesses have the opportunity to be vendors and will register with HMS to be authorized to sell in the defined area. Additional activities for children are planned to be held on State Street between Washington and Main. Food trucks will be permitted on Main Street from State to Courtland and west of Parking Lot #2. See attached MAP.

Geographic area needing to be blocked off for the event is Main Street between Courtland and Hart Streets; State Street between Washington and Northern City limits.
Hart Main Street Volunteers will clean up entire event after fireworks, and again the next morning.

Special Needs: Streets will need signs placed early in the day stating no parking after 3PM, then blocked at 5PM. At 3PM the La Probadita Parking lot #2 will need to be blocked for set up. A logistics meeting will be held at the HMS office on June 25 at 1:00PM, or when convenient for those involved. Police presence will be needed throughout the event

Julie Kreilick
Hart Main Street Manager



Map showing location of vendors and activities for Hart Sparks

2019 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☑ Display Fireworks

☐ Public Display ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.

PERMIT(S) EXPIRATION DATE
(ENTER DATE OF EXPIRATION)

NAME OF PERSON PERMIT ISSUED TO
Wolverine Fireworks Display, Inc.

AGE (18 YEARS OR OLDER) ☑ YES ☐ NO

ADDRESS OF PERSON PERMIT ISSUED TO
205 W. Seidlers Rd., Kawkawlin, MI 48631

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION
Hart Main Street Program

ADDRESS
PO Box 449, Hart, MI 49420

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)

See Proposal

EXACT LOCATION OF DISPLAY OR USE
Veterans Memorial Park, Hart, MI 49420

CITY, VILLAGE, TOWNSHIP	DATE	TIME
City of Hart	7/2/19 RD 7/3/19	10:00 pm

BOND OR INSURANCE FILED
☑ YES ☐ NO

AMOUNT
$10,000,000.00

Issued by action of the Legislative Body of a

☐ City ☐ Village ☐ Township of _____ on the _____ day of

_____
(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

Application for Fireworks Other Than Consumer or Low Impact

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

Authority: 2011 PA 256 Compliance: Voluntary Penalty: Permit will not be issued	The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks
- ☐ Articles Pyrotechnic
- ☑ Display Fireworks
- ☑ Public Display
- ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT	ADDRESS OF APPLICANT	AGE (18 YEARS OR OLDER) OF APPLICANT
Wolverine Fireworks Display, Inc.	205 W. Seidlers Rd., Kawkawlin, MI 48634	N/A
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Jennifer Campau	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Same	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER 989-662-0121
NAME OF PYROTECHNIC OPERATOR Glen Terry	ADDRESS OF PYROTECHNIC OPERATOR PO Box 35, Mendon, MI	AGE (18 YEARS OR OLDER) OF PYROTECHNIC OPERATOR 21+
NO. YEARS EXPERIENCE 7	NO. DISPLAYS 20+	WHERE Throughout MI (Including Hart)
NAME OF ASSISTANT	ADDRESS OF ASSISTANT	AGE OF ASSISTANT (18 YEARS OR OLDER)
NAME OF OTHER ASSISTANT	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT (18 YEARS OR OLDER)

EXACT LOCATION OF PROPOSED DISPLAY
Veterans Memorial Park, Hart, MI 49420

DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
7/2/19 RD 7/3/19	10:00 p.m.

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

No storage necessary. Fireworks will arrive day of display.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY
$10,000,000	The Partners Group Ltd.

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
11225 SE 6th St. Suite 110, Belleveu, WA 98004

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
	Please see attached proposal

SIGNATURE OF APPLICANT	DATE
Jennifer Campau	March 5, 2019

Application for Fireworks Other Than Consumer or Low Impact

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED

Instructions for Application for Fireworks Other Than Consumer or Low Impact

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

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

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

Wolverine FIREWORKS Display, Inc.
205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122
Visit us at www.wolverinefireworks.com

Hart Main Street Program

Proposal Includes Labor, Insurance and Taxes

Pre-Show Salutes

5	5"	Canister Salutes

Opening Show

2	600 Shot	Skypainter

Main Show

36	3"	Sunny Color Shells Assortment A (18/2)
36	3"	Sunny Color Shells Assortment B (18/2)
72	3"	Hasu Assortment #2 (24/3)
72	3"	Assorted Galastar Color Shells (36/2)
72	3"	Flower Basket Assorted Case (36/2)
288		
36	4"	Assorted Lidu Shells w/ Tails (36/1)
36	4"	Panda Shells Assortment C (12/3)
36	4"	Assorted USD Chrysanthemums & Peonies(36/1)
36	4"	Shenma Shells Assortment D (18/2)
144		
18	5"	Lidu Assorted w/Tails (B) (18/1)
18	5"	Assorted Flower King Special Shells (18/1)
54	5"	GalaStar Shells Assortment A (18/1)
90		

Mid Show

3	48 Shot	Water Cake, Red Carpet
30	4"	Double Hearts
36	5"	Endless Love (Double Heart)

Wolverine FIREWORKS Display, Inc.
205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122
Visit us at www.wolverinefireworks.com

Hart Main Street Program

Proposal Includes Labor, Insurance and Taxes

Grand Finale

144	2.5"	9 Peonies & Chrysanthemums and 3 Reports 12/1
144	3"	Titanium Salute Finale 12/1
72	3"	Lidu Color & Report Finale 12/1
3	360 Shot	Gatling Gun
144	3"	9 Color and 3 Report Finale Chains (12/1)
96	4"	Color and Report Finale Chain (10/1)
18	5"	Assorted Color and Report Finale Chain (6/1)
6	5"	Salute, Cylinder

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2019

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

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

PRODUCER The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 FAX (A/C, No): 425-455-6727 E-MAIL ADDRESS: jnau@tpgrp.com
INSURED 14347 Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Co — 10851 INSURER B : Maxum Indemnity Company — 26743 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2085786065 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		SI8ML01687191	2/1/2019	2/1/2020	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ Excluded
	[X] $2,000Deductible						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
B	[ ] UMBRELLA LIAB [X] OCCUR			EXC603413501	2/1/2019	2/1/2020	EACH OCCURRENCE	$ 9,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 9,000,000
	[ ] DED [X] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract.
City of Hart and Hart Main Street Program
Date of Event:07/02/19 Rain Date: 07/03/19
Display Location: Veteran's Memorial Park, Hart MI 49420

CERTIFICATE HOLDER

Hart Main Street Program
PO Box 449
Hart MI 49420

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

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ADDITIONAL INSURED – FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional insured:

1. The fair or exhibition association, sponsoring organization or committee for the fireworks event covered under the policy;
2. The owner or lessee of any premises used by the Named Insured for the covered fireworks events;
3. The public authority municipality granting a permit to the Named Insured to operate the covered fireworks event; and
4. Any independent contractor who operates the fireworks display on behalf of the Named Insured;

but only as respects accidents arising out of the negligence of you or your employees while acting in the course and scope of their employment.

All other terms and conditions of the policy remain unchanged.

CITY OF HART

407 S. State St., Hart, MI 49420
Ph: 231-873-2488 Fax: 231-873-0100

SPECIAL EVENTS PERMIT

RECEIVED APR 15 2019 BY

DATE OF APPLICATION: 4/15/19

NAME OF EVENT: Music on the Commons

June 13, 27 July 11, 25 August 8, 17 (Sat), 29

DATE OF EVENT: above ↑ TIME: 7:00 PM TO 9:00 PM

DOES THIS DATE CONFLICT WITH OTHER PERMITED ANNUAL CITY EVENTS: YES OR (NO)

RAIN DATE OF EVENT: MUST PROVIDE At Historic District Heritage Hall

LOCATION AND/OR ROUTE OF EVENT: Hart Commons

DESCRIPTION OF EVENT: Summer Concerts

SPECIAL NEEDS: Increased electric capacity - working w/ Hydro
Police patrole as needed.

NAME OF ORGANIZATION OR SPONSOR: Hart Main Street

ADDRESS: 49 S State St.

CONTACT PERSON: Tracey Lipps

PHONE: 231.742.1498 FAX:

EMAIL: traceylipps@yahoo.com

X [signature] 4/15/19
SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT. IT IS YOUR RESPONSIBLITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED.

PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: ☐

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

DATE OF MEETING: FROM TO

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

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

CITY OF HART

407 S. State St., Hart, MI 49420
Ph: 231-873-2488 Fax: 231-873-0100

SPECIAL EVENTS PERMIT

RE... APR 15 ...

DATE OF APPLICATION: 4/15/19

NAME OF EVENT: Rich Tompkins Memorial Race

DATE OF EVENT: 5-27-19 Memorial Day TIME: 6 AM TO 10 AM

DOES THIS DATE CONFLICT WITH OTHER PERMITED ANNUAL CITY EVENTS: YES OR NO

RAIN DATE OF EVENT: MUST PROVIDE None

LOCATION AND/OR ROUTE OF EVENT: See Attached

DESCRIPTION OF EVENT: Kids 1 mile fun run, hand cycling 5K, 5K run/walk.

SPECIAL NEEDS: Help with restricting traffic on 72nd Ave.

NAME OF ORGANIZATION OR SPONSOR: Hart Main Street

ADDRESS: 49 S State St.

CONTACT PERSON: Diane La Porte Rob Splane 586-596-0005

PHONE: 231-730-0545 FAX:

EMAIL: hartmainstreet@gmail.com

X Julie Krulick 4/15/19

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT. IT IS YOUR RESPONSIBLITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED.

PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION:

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

DATE OF MEETING: FROM TO

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

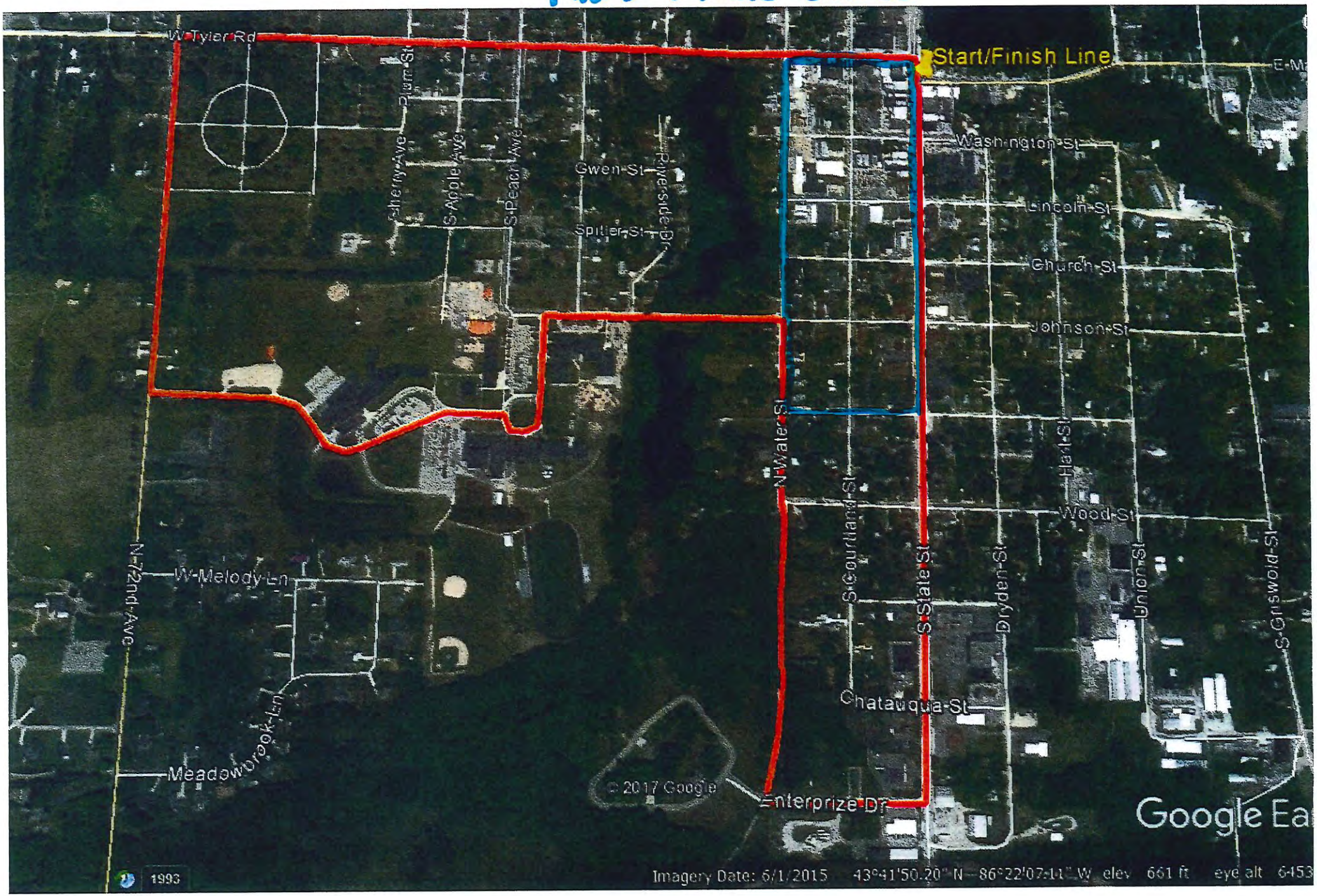
PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

Kid's 1 mile course



CITY OF HART

407 S. State St., Hart, MI 49420
Ph: 231-873-2488 Fax: 231-873-0100

SPECIAL EVENTS PERMIT

RECEIVED
APR 08 2019
BY:

THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT.

DATE OF APPLICATION: 4-8-19

NAME OF EVENT: Big Hart Disc Golf Day

DATE OF EVENT: May 19 Sun. TIME: Dawn TO Dusk

RAIN DATE OF EVENT: **MUST PROVIDE**

LOCATION AND/OR ROUTE OF EVENT: Hart Hydro Disc Golf

DESCRIPTION OF EVENT: Fun Day on course - Alcohol will be welcome / Brats provided

SPECIAL NEEDS:

NAME OF ORGANIZATION OR SPONSOR: Big Hart Brewery

ADDRESS: 3790 Polk Rd

CONTACT PERSON: Dave Hansen

PHONE: 231-499-2164 FAX:

EMAIL: hansenfoods2@gmail.com

X Dave 4-8-19

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE**

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:

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: 4-11-2019

NAME OF EVENT: LIONS CLUB WHITE CANE FUNDRAISER

DATE OF EVENT: MAY 22, 23 2019 TIME: NOON TO 6:PM

RAIN DATE OF EVENT: MUST PROVIDE

LOCATION AND/OR ROUTE OF EVENT: STREET CORNERS

DESCRIPTION OF EVENT: ASKING POPULOUS FOR DONATIONS

SPECIAL NEEDS:

NAME OF ORGANIZATION OR SPONSOR: HART LIONS CLUB

ADDRESS: 504 WOOD St HART Mi 49420

CONTACT PERSON: VINCE GOLDBERG Co CHAIRMAN

PHONE: 231 233 2630 FAX:

EMAIL: VINNEYGOLD67@GMAIL.COM

X Vince Goldberg 4-11-2019

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

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: 2019-03 APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

4-15-19 Advised Vince that liability ins is needed - he will provide.

9/4/2018

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 4/18/19

Re: Replacement of roof at current DPW building

The current DPW building roof has significant leaks and areas of disrepair that make it prudent to consider replacing the roof. However, it is my understanding that in recent years the City Council has considered the possibility of potentially relocating the DPW department to a different location. With this in mind it then becomes a consideration of whether the City wants to expend significant capital funds to replace the roof at the current structure if they will not be their long enough for us to see a return on the investment.

This is a project that would if completed need to be bid out to contractors but in an effort to get an understanding of what the potential cost would be Brad obtained an estimate for the removal and replacement of the roof from Blackmer Construction. The project estimate is in excess of $30,000. It is a potential project that can be considered for the FY 20 budget if the Council so chooses but again if relocation is still a consideration in the near future perhaps it is time for the City to better formalize their plans moving forward.

Lynne

City of Hart
407 S. State St.
Hart, MI 49420

RECEIVED
MAR 27 2018
BY: Chris Eisenlohr

BOARDS – COMMITTEES - COMMISSIONS
APPLICATION FOR APPOINTMENT - REAPPOINTMENT TO
SERVE ON CITY ADVISORY BOARDS – COMMITTEES - COMMISSIONS

____Power Board	✓ Planning Commission
____Water/BioPure Board	____Cemetery Board
____Hart Lake Improvement Board	____Zoning Board of Appeals
____Housing Board of Review	~~Board of Review – Property Taxes~~
	✓ TiFA

PLEASE CHECK OFF THE BOARDS/COMMITTEES/COMMISSIONS YOU ARE INTERESTED IN SERVING ON.

Name: Gale Goldberg Home Phone: 231-903-7744

Home Address: 504 Wood

Employer Address: Unemployed at this time

Work Phone: _____ Cell Phone: _____

Email Address: _____

What special experience, education or interest do you have for serving on each of the board(s), committees(s), commissions(s) you selected?

City employee for 22 years

What other board(s), committee(s), and commission do you currently serve on or have served on in the past?

None

Gale Goldberg Date: 3-27-2019
Signature

Please return completed application to:

City of Hart
~~Stan Rickard~~, City Manager Lynnie Ladner
407 S. State St.
Hart, Michigan 49420
Fax: 231-873-0100

City use only:
Date of Approval: _____