

City of Hart, Michigan
CITY COUNCIL AGENDA Amended
October 14, 2025, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Cunningham, Hodges, Mullen, Root, Thomson, Klotz
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing.**
We ask that you please limit your comments to 3 minutes.
 - a. Correspondence, Events, Presentations
6. Consent Agenda:
 - a. Approval of Minutes from September 23, 2025
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
7. Action Items
 - a. Accept the **resignation of Gale Goldberg from the TIFA Board and Planning Commission Board, with appreciation for her service.**
 - b. Consideration of the **Mayor’s appointment of Lisa Clark to the Planning Commission, as recommended by the Planning Commission**
 - c. Consideration of the **Mayor’s appointment of Hannah Juhl to the TIFA Board.**
 - d. First Reading – Amendment to Zoning Ordinance Section 1245.03(d) (Minimum Floor Area Requirements) in the **“A, Residential Zone”, Reduced Minimum Square Footage to Allow Tiny Homes**
 - e. First Reading – Amendment to Zoning Ordinance Section 1246.04(d) (Minimum Floor Area Requirements) in the **“A-1, Residential Zone”, Reduce Minimum Square Footage to Allow Tiny Homes**
 - f. First Reading – Amendment to Zoning Ordinance Section 1246.02 (Permitted Uses in A-1 Residential Zone)” **Allow Buildings Containing 3 or 4 Dwelling Units as a Special Use**
 - g. First Reading – Amendment to Zoning Ordinance Section 1241.01 (Definitions) to **Add Definition for “Tiny Homes”**
 - h. Second Reading & Adoption of New Ordinance for **Regulating Transitory Food Service Units (Food Trucks)**
 - i. Resolution 2025-38 **Hazard Mitigation Plan Adoption**
 - j. Resolution 2025-39 Recognition of the HEART as the Governing Body of the **Hart Historic Preservation Group**
 - k. Resolution 2025-40 Approval to **Sell City-Owned Industrial Park Parcel to Dark Water Coffee Roasters**
 - l. Resolution 2025-41 Designate **Dryden Street Parcel** as Surplus and Authorize Sale by Sealed Bids
 - m. Resolution 2025-42 **Sewer Rate Correction** of Resolution 2025-16
 - n. Resolution 2025-43 **Authorize Auction of Surplus Vehicles, Equipment, & Furnishings**
 - o. Resolution 2025-44 **Three-Year Purchasing Policy for Professional and Contracted Services**

8. Discussion Items
 - a. November 11, 2025, City Council Meeting falls on Veterans Day
 - b. Transfer of Transformer Ownership
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates)
 - a. City Manager Search Update – Mayor Klotz
11. Adjournment –

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



**CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
SEPTEMBER 23rd, 2025
MINUTES – Draft**

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

ABSENT: None

OTHERS PRESENT: Interim City Manager Nichole Kleiner, Deputy Clerk/Treasurer Lindsay Brown, BioPure Superintendent – Paul Cutter, Scott and Stacie Hegg, Noble and Joe Lattin, Gayle Forner, Elisabet Forner, Hannah Juhl, Maria Rosas, Caleb Griffis, Lawrence and Tracey Lipps, Marie DeRuiter, Claire Marshall, Daniel Leonard (MEDC), and Christine Juska.

APPROVAL OF AGENDA:

- A. Mullen motioned to approve the 2nd Amended Agenda and was supported by J. Cunningham
 - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- S. Hegg Real Estate Regarding Proposal for 3 East Main Street
Only 2 proposals for Ceres Property were received by the extended deadline of August 12th, 2025 and one was withdrawn. TIFA voted to accept our proposal at the August 19th meeting even though it was mistakenly reported that it didn't. At the last TIFA meeting held on September 16th, 2025, the minutes was recified to reflect the correct calling of the vote. in despite of that the Interim City Manager submitted resolution 2025-02 to void that vote do to lack of clear governing bylaws, a motion was made which got no support so the motion failed and the vote stand. Our desire to develop the Ceres Property has nemours factors that play into it. We are trying to be concionsents of our fellow business owners downtown by not taking up all of the street parking durning one of our events and the City lots, we are trying to help a fellow business owner have securty and keep his warehouse and possibly expand into more retail. We are trying to help and mentor a new generation business owner in downtown Hart Noble, he has a grand vision for this venue and we are partnering with him and Joe to make this come to forution. We make no money on a parking lot infact we will go in the hole considerably because of the condition of the property. There is a pit full of garbage, buildings that are vandelize, structures that are ready to fall over and uneven concrete pads that need to be removed. The property is becoming more and more blight as time goes on. The only thing we stand a chance to make money on is housing, so of course we want to do housing along Water and Washington, but because we have to invest so much on cleaning up the property to even make just a portion of it parking, we don't want a timeline on houseing as we don't have a crystal ball to see what the future holds with building cost and the housing market etc. We waited over 2 years to put in a proposal, we went to the meetings gave our input, we were excited about the development presentation and haven't seen any development or anyone show any interest. To do the whole plan presented it would be very expensive and to be honest I don't know if anybody could make enough return on that investment in Hart. We have both grown up and lived in Oceana County our intire lives with exception of our collage years. Our family has had a business in downtown Hart for over 80 years. We are developers, we renovated our historic buidling which was ready to be demoligisted just down the street, We renovated another historic building in downtown Ludington, and are working on a second one. We renovated a 90,000 square foot building on US 31 in Holland. We have an Arictect, contractors and motivation to make this property useful for the City. We are not asking for a handout, our offer

was more than what TIFA purchased it for, not that matters, no other proposal had any monature offer at all. If things don't go our way today we can certainly take our investment to another community that has welcomed us and our projects with open arms however we care about this community, that has been our home and the home of our business for 4 generations. Finally I will end with the fact that im not sure why we are even here today. In researching TIFA's state requirements and bylaws and in contacting other local TIFA boards and dissecting many versions of the Hart TIFA bylaws and speaking with an attorney I do not feel like TIFA is required to have permission from City Council to purchase or sell property in the TIFA district. MCL Section 125 and Act 57 of 2018 which is referenced in the version of the bylaws on the City website does not have this requirement. If TIFA's hands are tied and they have to go to the City Council everytime a property is purchased, leased or sold, why did the lease with option to purchase of 408 and 412 State Street, not go before City Council for approval? It was operating under the same bylaws as our vote further more why didn't TIFA have to go before City Council tp purchase the Ceres Property in the 1st place? This is a slippery slop and many things will be called into question. I don't want to get into the weeds to much tonight on bylaw interpatation, but I'm asking for City Council to allow TIFA to do their job as the State manidates and allow their vote to stand.

- Daniel Leonard, EDPF, Senior Redevelopment Services Director, Michigan Economic Development Corporation. I'm with Michigan Economic Development Corporation, and we are an organization that works directly with communities all over the State, and the City of Hart is one that is engaged in a program that is known as redevelopment ready, with the certification and going through that process basically evlated yourself away from all the other communities in terms outreached the general privatesector the public sector when you actually put in grants, request monies from the overall state budget all of those things lend a hand towards the actions that the City has taken in locally to position yourselves to be more attractive towards private investors. The RFQ that is infront of you is one that had a lot of public input and frankly dollars from our group to try and help figure out from the general public what they want to see happen. Its realy hard to attract developers to rural communities expecially to ones they are not familer with. Developers are an interesting batch of community which means they kind of like to stay with markets they are used to, so it pretty common to raise a question on proposals and in fact its pretty good that the City has a proposal in front of them but one look at the financial data of it and second look at the market need what did the community want to see happen there and last what other types of resources are out there that could help realize that vision so when you receive a proposal what does that look like in terms of its competiveness. Right now the states budget is not approved yet, so hopefully when it is approved we will still have similar programming and access to those resources to try and help peojects like this to actually come to fluation. Would like to tell you about a RHP for a community that went out and got no proposals so the City decided to take a different route and invited in private investors, realitors, outside develpers and blasted it all over different sit which actaully ended up getting a developer from out of state that bought the property and are now developing it to what the City invisioned. So I wanted to bring that to table that there are our developers out there, these things take time.

CONSENT AGENDA:

- Approval of minutes from September 9th, 2025
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - B. Root motioned to approve Consent Agenda and supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2025-32 Consenting to the Sale of 3 East Main St to S Hegg Real Estate
WHEREAS, the City of Hart Tax Increment Finance Authority ("TIFA") owns the real property commonly known as 3 E Main Street; and
WHEREAS, the TIFA Bylaws require City Council consent for TIFA to convey property; and

WHEREAS, at its meeting on August 19, 2025, TIFA approved a motion by Gale Goldberg, supported by Scott Hegg to accept the offer from B Hegg Real Estate, LLC, to purchase 3 East Main Street.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

1. Consents to TIFA's disposition (sale) of 3 E Main Street to S Hegg Real Estate, LLC, as approved by TIFA on August 19th, 2025
2. Authorizes the City Clerk (and Mayor, as needed) to execute a Council Consent letter or instrument memorializing this consent

All Resolutions and parts of Resolutions in conflict herewith shall be and the same are hereby rescinded

- RESOLUTION 2025-32 DID NOT PASS BY CITY COUNCIL

Recommendation to TIFA board is to put out a press release with a 30-45 day window to allow request for proposal to come in and that way it is clear that it is open and available to anyone who wants to put in a RFP.

▪ Resolution 2025-33 Grant License for Right of Way Encroachment

WHEREAS, the real property located at 710 S State Street, Hart Mi (Parcel No. 64-020-736-001-10) (the "Property") is the former Village Market and is being developed by West Shore Community College ("WSCC") as a satellite campus; and

WHEREAS, a portion of the improvements on the Property encroach upon the Dryden Street right-of-way, most notably the existing track compactor located on the east side of the building along Dryden Street (the "Existing Improvements"); and

WHEREAS, it is necessary for WSCC to maintain the Existing Improvements on the Property including those improvements that encroach upon the Dryden Street public right-of-way, as shown on the survey on file with the City Clerk (the "Encroachment"); and

WHEREAS, the City owns, maintains and improves public streets and roads within the City; and

WHEREAS, the City has reviewed the Encroachment and determined that it is reasonable and in the City's best interest to facilitate development and use of the Property by WSCC to permit WSCC to maintain the Existing Improvements in the Encroachment; and

WHEREAS, it is necessary and in the best interest of the City and WSCC to enter into a license agreement, in the form on file with the City Clerk, (the "Agreement") to permit WSCC to maintain the Encroachment for the Existing Improvements.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

1. Approves the Agreement, in the form on file with the City Clerk, to permit the temporary Encroachment for the Existing Improvements with such revisions and modifications as are deemed necessary and in the best interest of the City by the Mayor and City Clerk in consultation with the City Attorney.
2. Authorizes and directs the Mayor and the City Clerk to enter into, execute, and deliver the Agreement and all necessary documents to permit the Encroachment in accordance with the terms of the Agreement.
3. All Resolutions and parts of Resolutions in conflict herewith shall be and the same are hereby rescinded.
 - B. Root motioned to approve Resolution 2025-33 and supported by C. Burillo
 - Ayes: 7 Nays: 0 Absent: 0

▪ Resolution 2025-34 Authorize Submission of Sealed Bid for Dump Truck

WHEREAS, the City of Montague has issued a notice of sale for one (1) 2010 International Dump Truck, Model 7400 SFA with Monroe stainless steel combination dump body, salt spreader, underbody scraper, and related equipment; and

WHEREAS, the City of Hart Department of Public Works has identified a need for this type of vehicle to support public works operations; and

WHEREAS, the City Council of the City of Hart desires to authorize the Interim City Manager to submit a sealed bid for the purchase of the dump truck in accordance with the terms of Montague's bid notice; and

WHEREAS, sufficient funds are available in the City's General Fund – Public Works budget for this purpose.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

1. Authorizes the Interim City Manager to prepare and submit a sealed bid to the City of Montague for the purchase of the 2010 International Dump Truck as described in the bid notice.
2. Authorizes Interim City Manager to take all necessary actions to complete the purchase should the City of Hart be the successful bidder.
3. Directs that payment for said purchase shall be made from the City of Hart's General Fund – Public Works budgeted appropriations.

○ C. Burillo motioned to approve Resolution 2025-34 and supported by K. Thomson

▪ Ayes: 7 Nays: 0 Absent: 0

▪ Resolution 2025-35 Authorize Replacement Flooring in City Hall after Water Damage

WHEREAS, on September 3, 2025, heavy rains and a failed roof drain caused water intrusion into City Hall and the Police Department, damaging carpeted flooring in the Police Department offices, equipment and evidence rooms, and City Hall administrative offices; and

WHEREAS, ServPro performed cleanup and carpet removal services in the amount of \$8,853.35, less a \$1,500 insurance deductible, with insurance paying ServPro directly \$7,753.35; and

WHEREAS, insurance has additionally approved reimbursement of \$12,358.54 toward flooring replacement costs; and

WHEREAS, the City of Hart has received quotes for commercial-grade vinyl plank flooring replacement throughout the affected areas and lobby as follows:

- West Michigan Carpet: \$22,658.15
- Harbor Flooring \$24,371.27
- Lowe's Quote Pending

WHEREAS, the City desires to replace the removed carpet with commercial-grade vinyl flooring in all affected areas, as well as the tiled lobby, to provide a more durable and water-resistant surface and reduce the risk of future flood-related damage; and

WHEREAS, the City's share of the flooring replacement costs, after insurance reimbursement, is estimated at approximately \$10,300, a budget item in the Buildings and Grounds fund within the General Fund.

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL HEREBY:

1. Authorizes the Interim City Manager to proceed with contracting for replacement of flooring in City Hall and the Police Department, consistent with the quotes obtained with a project cost not to exceed \$25,000.
2. Acknowledges that insurance reimbursements of \$12,358.54 for flooring replacement has been approved and will offset the total project cost.
3. Authorizes the Interim City Manager to execute any and all documents necessary to complete the flooring replacement project.

○ J. Cunningham motioned to approve Resolution 2025-35 and supported by K. Thomson

▪ Ayes: 7 Nays: 0 Absent: 0

▪ Resolution 2025-36 Designate Street Administrator for MDOT

WHEREAS, Section 13(9) of Act 51, Public Acts of 1951, provides that each incorporated City and Village to which funds are returned shall designate a single Street Administrator responsible for coordinating street improvements, maintenance, traffic operations, and the development, construction, or repair of off-street parking facilities and street lighting, and representing the municipality in transactions with the Michigan Department of Transportation (MDOT) pursuant to the Act; and

WHEREAS, it is necessary and in the best interest of the City of Hart to designate a Street Administrator for this purpose.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

1. Designates Nichole Kleiner, Interim City Manager, as the single Street Administrator for the City of Hart in all transactions with the Michigan Department of Transportation as provided in Section 13 of Act 51.
2. Directs the City Clerk to forward a certified copy of this Resolution to MDOT, Bureau of Finance and Administration, in accordance with MDOT requirements.

MDOT Street Administrator form

- B. Root motioned to approve Resolution 2025-36 and supported by C. Burillo
 - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2025-37 Authorize Transfer of Funds from Matured Certification Certificate of Deposit with AG Family Wealth to the General Fund.

WHEREAS, the City of Hart holds a certificate of deposit ("CD") with AG Family Wealth that has reached maturity; and

WHEREAS, City administration recommends transferring the matured proceeds to the City's General Fund for cash management and authorized purposes; and

WHEREAS, the total matured proceeds to be transferred are Two Hundred Sixty Thousand Seven Hundred Seventy-Eight and 17/100 Dollars. (\$260,778.17)

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

1. Authorizes the City Treasurer and Interim City Manager to redeem the matured CD held with AG Family Wealth and transfer \$260,778.17 to the City of Hart General Fund primary depository account.
2. Authorizes the City Treasurer and Interim City Manager to close out the specific CD investment upon redemption and to execute any and all documents, wire/ACH instructions, and certifications necessary to complete said transfer and closure.
3. Directs the Clerk/Treasurer to record the transaction in accordance with the City's accounting policies and applicable governmental accounting standards, and to prepare any budget amendment(s) necessary to reflect the movement of funds and recognition of investment income within the General Fund.

All Resolutions and parts of Resolutions in conflict herewith are hereby rescinded.

- A. Mullen motioned to approve Resolution 2025-37 and supported by C. Burillo
 - Ayes: 7 Nays: 0 Absent: 0

- Approval of 2026-2029 Energy Waste Reduction ("EWR") Plan & Participation Agreement to MPPA's Retail Energy Improvement Program Project.

The retail Energy Improvement Program Project Participation Agreement ("Participation Agreement" or "Agreement") is to be effective as of the 23rd day of September 2025 (the "Effective Date") and is entered into by and among Michigan Public Power Agency ("MPPA") and City of Hart ("Hart"), a member of MPPA (a "Participating Member").

WHEREAS, MPPA is a joint agency of the State of Michigan created pursuant to the Michigan Energy Employment Act, 1976 PA 448, MCL 460.701 et seq. (the "Act") and comprised of municipal electric utilities each furnishing power, energy, and related services to their respective customers (each a "Member" and, collectively, the "Member");

WHEREAS, MPPA is governed by a Board comprised of Commissioners ("MPPA Board") who are appointed by the respective governing bodies of its Members;

WHEREAS, the Act authorizes MPPA to, inter alia, undertake administrative, asset, planning, and service projects either related to its Members' electric generation and distribution systems or otherwise in furtherance of its Members' provision of electric service;

WHEREAS, on August 13, 2025, the MPPA Board passed a Resolution creating the Retail Energy Improvement Project ("Retail Energy Improvement Project" or "Project") for the purpose of creating a structured program that leverages economies for scale and scope standardization, and business alignment that reduces costs and risks to implement various energy waste reduction and clean energy programs and services to participating Members of

MPPA which are necessary to comply with the Clean and Renewable Energy and Energy Waste Reduction Act, 2008 Public Act ("PA") 295, MCL 460, 1001 et seq., as amended ("Michigan State Energy Legislation"); WHEREAS, through participation in the Retail Energy Improvement Program Project, Members will be able to streamline compliance with the Michigan State Energy Legislation and reduce the administrative burden of providing their retail customers with energy waste reduction and clean energy programs and services; WHEREAS, the MPPA Board further resolved that (i) a committee for the Retail Energy Improvement Program ("Project Committee") be formed, (ii) the membership of the Project Committee consist of person designated in writing by each Member authorized and electing to participate in the Project, through executing the Participation Agreement, and (iii) the Project Committee be organized and governed in accordance with Article 5 of the MPPA By-Laws and all expenses of the Retail Energy Improvement Program Project be borne by all of the Participating Members; and NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Governing Body Authorization.

In order for this Participating Agreement to be effective, the governing body of the Participating Member shall pass a Resolution or other documentation authorizing the approval of this Participating Agreement ("Authorization Resolution").

Section 2. Covenants.

- (A) MPPA Covenants. MPPA shall implement the Retail Energy Improvement Program Project as directed by the Project Committee which implementation shall include but not necessarily be limited to the services and programs as described in Exhibit A attached and incorporated herein to this Agreement ("Services"), as may be amended from time to time.
- (B) Participating Member Covenants. The Participating Member shall provide reasonable assistance in furthering MPPA's implementation of the Retail Energy Improvement Program Project in the Participating Member's territory. Further, the Participating Member agrees to collect rates, rents, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Participation Agreement.
- (C) Cooperation and Exchange of Information. MPPA and the Participating Member recognize that successful implementation of the Retail Energy Improvement Program Project will require cooperation and frequent exchanges for information (including, but not limited to, retail customer information). MPPA and the Participating Member agree to make all reasonable efforts to timely provide to MPPA, and/or any third-party contracted by MPPA to implement the Services or Administration of the Project, such information as may be required under this Agreement, as may be required under any agreement between MPPA and a third-party contractor, or as otherwise necessary to implement the Retail Energy Improvement Program Project.

Section 3. Services.

Participation. Participating Member will have the option to consult with MPPA, who will then consult with any third-party implementation contractor(s), to choose and/or modify the Services offered to their retail customers, subject to mutual agreement by the third-party contractor to implement the Participating Member's desired changes. In the event of termination with cause of this Agreement or a third-party contractors Service Agreement(s) with MPPA, the third-party shall cease providing Services to the Participating Member's retail customers immediately after being notified of a termination/recission.

Section 4. Governance.

This Agreement shall be administered by a Project Committee as established by the MPPA Board in accordance with Article 5 of the MPPA By-Laws.

Section 5. Accounting.

MPPA Accounting Obligations. MPPA shall keep accurate records and accounts relating to the Retail Energy Improvement Program Project in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. The accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting, to be employed by MPPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by MPPA to the Participating Member not later than one hundred eighty (180) calendar days after the end of each calendar year.

Section 6. Expenses, Billing, and Payment.

- (A) **Expenses.** Each Participating Member shall be responsible for all charges, fees, costs, expenses, and settlements ("Costs and Expenses") incurred with respect to the specific activities for their program ("Member Costs and Expenses") as well as a portion of the administrative Costs and Expenses of the Retail Energy Improvement Program Project, as allocated herein that cannot be attributed to any specific Participating Member's program to include, but not limited to, MPPA expenses and any third-party costs and expenses ("Administrative Costs and Expenses"). Each Participating Member's program will have an account and/or records to record the Member's Cost and Expenses. The expected and maximum not-to-exceed costs pertaining to MPPA's contact with a third-party contractor for Retail Energy Improvement Program Project implementation services, which will comprise the majority of Member Costs and Expenses, are detailed by calendar year on Exhibit B attached and incorporated herein to this Agreement. The Retail Energy Improvement Program Project will have a general account to record any Administrative Cost and Expenses. All Administrative Costs and Expenses in the general account shall be allocated to the Participating Members in the Retail Energy Improvement Program Project as follows: Seventy five percent (75.00%) democratic and twenty five percent (25.00%) based on the load ratio share of a Participating Member's MWh sales compared to the total of all MWh sales of all Participating Members as reported by the most recent Energy Information Administration ("EIA") reports/data.
- (B) **Billing.** MPPA shall provide each Participating Member monthly invoices for any cost and expenses attributable to the Participating Member's program on or around the 10th calendar day of each month for the Member's participation in the Retail Energy Improvement Program Project during the preceding month.
- (C) **Payment.** Monthly payments required to be paid to MPPA for Retail Energy Improvement Program Project costs and expenses, as invoiced, pursuant to this Section 6 shall be due and payable to MPPA at the principal office of MPPA or bank account of MPPA, or such other address or bank account as MPPA shall communicate in written or electronic form to the Participating Member, on the 25th day of the Month falls on a weekend or a bank holiday, the next following business day ("Due Date") within ten (10) business days after the Participating Member's receipt of the invoice, whichever is later.
- (D) **Delay-Payment Penalty and Interest.** If payment in full is not made on or before the close of business on the Due Date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rate" on such day (or if not published on such day the most recent preceding day on which published), plus two percent (2%), or the maximum rate lawfully payable by the Participant whichever is less. If the due date falls on a Saturday, Sunday, or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delay-payment charge.
- (E) **Dispute Process.** In the event of any dispute as to any portion of an invoice, the Participating Member shall nevertheless pay the full amount of the disputed amounts when due and shall give written notice on the dispute to MPPA not later than the date such payment is due, if the Participating Member is already aware of the dispute, or withing thirty (30) calendar days of discovering the grounds for the disputed amounts, but only if the Participating Members could not have reasonably been expected to have discovered the grounds for dispute by the original due date. Such notice shall identify the disputed invoice, state the amount in

dispute and set forth a full statement of the grounds upon which such a dispute is based. No adjustment shall be considered or made for disputed amounts unless notice is given as required above. MPPA shall give consideration to such dispute and shall advise the Participating Member in writing of its position within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such corrected amount and the invoiced amount shall be subtracted from the next statement submitted to the Participating Member after such determination or, if this Participation Agreement has terminated, shall be paid to Participating Member within thirty (30) calendar days of such determination. The Participating Member shall continue to be responsible after the termination of this Agreement for its share of financial obligations associated with this Agreement that accrued during the Initial Term and any subsequent Extension Term of this Agreement.

Section 7. Term.

This Agreement shall become effective as of the date upon which it is fully executed by the parties hereto and shall survive for an initial term through December 31, 2029, at 11:59pm ("Initial Term"). Thereafter, this Agreement may only be extended upon written agreement between the parties hereto, subject to subsequent approval of the Participating Member's governing body ("Extension Term"). The Initial Term and an Extended Term may be terminated by the Participating Member or MPPA pursuant to Sections 8,9, or 13.

Section 8. Default of Participating Member.

- (A) Payment Default. Failure of the Participating Member to timely make any payments to MPPA required under this Participation Agreement shall constitute an immediate default on the part of the Participating Member. In the event of such default, the Participating Member shall not be relieved of its liability for payment of the amounts in default and MPPA shall have the right to recover from the Participating Member any amount in default. In enforcement of any such right of recovery, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus and actions for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Participation Agreement against the Participating Member, and if the default is not cured within five (5) business days following a written declaration of default by MPPA to the Participating Member MPPA may, upon twenty (20) calendar days' written notice to the Participating Member, terminate this Participation Agreement and cease and discontinue providing all or any portion of the Services.
- (B) Covenant Default. Material failure of the Participating Member to timely and satisfactorily meet the Covenants as required in Section 2 of this Participation Agreement shall constitute a default on the part of the Participating Member with a written description of the covenants required under this Agreement which the Participating Member has failed to satisfactorily meet. If the default is not cured within thirty (30) calendar days following receipt of such declaration of default by the Participating Member, MPPA may, upon sixty (60) calendar days' written notice to the Participating Member terminate this Participation Agreement and cease and discontinue providing all or any portion of the Services.

Section 9. Default of MPPA.

In the event of any default by MPPA under any covenant, obligation, or term of this Participation Agreement, the Participating Member's remedy for such default shall be limited to mandamus, injunction, action for specific performance, or any other available equitable remedy as may be necessary or appropriate, and/or termination of this Agreement upon at least sixty (60) calendar days' written notice to MPPA; provided, however, the date of termination shall be sixty (60) calendar days after the date written notification of termination is given.

Section 10. Abandonment of Remedy.

In case any proceeding or action taken on account of any default shall have been discontinued or abandoned for any reason, the parties shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of MPPA and the Participating Member shall continue as though no such proceedings had been taken.

Section 11. Waiver of Default.

Any waiver at any time by either MPPA or the Participating Member of its right with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Participation Agreement, shall not be a waiver with respect to any subsequent default, right, or matter.

Section 12. Liability of Parties.

MPPA and the Participating Member agree that the Retail Energy Improvement Program Project constitutes a separate project of MPPA. The Participating Member shall assert no monetary claims or money damage claims against MPPA for any default or breach of this Participation Agreement, and the Participating Member is limited to equitable relief only as provided herein. In addition, the parties agree that under no circumstances shall the financial assets, funds, and accounts and physical assets of any other MPPA project be available to satisfy any of MPPA's obligations to the Participating Member under this Agreement. The sole available recourse for the Participating Member or MPPA for any acts, errors or omissions by the other party, other than the recourse provided under Sections 6, 8, and 9 of this Agreement, shall be the withholding of currently owed amounts or suspension of the provision of services, followed by the termination of this Agreement.

Section 13. Termination

This Participating Agreement shall be terminated after completion of the Initial Term (i.e. termination may become effective no earlier than December 31, 2029, at 11:59pm) unless otherwise terminated as permitted below or pursuant to Sections 8 or 9, extended pursuant to Section 7.

In the event Participating Member is not taking Retail Energy Improvement Program Project implementation services from the third-party contractor (i.e. the Participating Member has \$0.00 value for that calendar year on Exhibit B), Participating Member may leave the Project and terminate this Participating Agreement upon providing MPPA thirty (30) days prior written notice.

The Participating Member and MPPA both recognize that charges, fees, expenses, and settlements may survive the term of this Participating Agreement. Notwithstanding anything in this Agreement to the contrary, in the event such charges fees, expenses, and settlements are incurred as the result of services provided under this Agreement, the Participating Member shall continue to remain liable and financially responsible for all costs associated with the charges, fees, expenses, and settlements until they are recovered in full.

Section 14. Amendment.

Except for changes to Exhibit A, included as part of this Agreement, any amendments to this Agreement shall be approved by the governing board of each party hereto as executed by authorized signers before any such amendment shall be effective.

Section 15. Applicable Law.

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan.

Section 16. Severability.

If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

Section 17. Counterparts.

This Agreement may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

DISCUSSION ITEMS:

- Consider the Sale of City-Owned Vacant Lot at Parcel 020-344-005-00
Legal answer advised the process starts with does Council want to sell the property if so, set a date and time with a bid proposal. Recommendation is giving bidders until Oct 23rd and can present the highest bidder at the Oct 28th Council meeting.

INTERIM CITY MANAGER'S REPORT:

Status of ongoing projects:

- Hart Plaza Streetscape Project – Ongoing
- Revised Industrial Park Covenants – Ongoing
- New locations for chalets, as stipulated by TIFA are being considered
- Water Tower easement docs with JSJ Corp (GHSP) for AT&T cell tower lease – ongoing
- Veterans Park – met with Fishbeck to review project cost, pending budget allocation verification
- Redevelopment Ready Certification pending items:
 - Show that ordinances have been reviewed to ensure they align with goals of master plan
 - Adopt a green infrastructure ordinance
 - Two additional housing options
 - Provide documentation of all zoning/planning projects
 - Reviewed by Planning Commission, awaiting public hearing, will be presented to council again at 10/14 meeting
- Ceres Solution – 09/23 council agenda item

Staffing changes, policy updates, internal improvements

- City manager position open until Sept 26th.
- Working with departments to replace shared service maintenance staff for lawn mowing, snow removal, and mechanic work on vehicles.
- Community and Economic Development, Human Resources

Financial items to keep on Council's radar:

- DPW dump truck,
- review updated capital improvement plan & determine 5-year funding sources.
- Water rate study in progress

Looking Ahead:

- Adoption of reinstated Parks & Recs Plan
- Discuss what to do with bricks at Vets Park
- Proposal from Dark Water Coffee Roasters to purchase lot in Industrial Park

Events:

- MML Community Excellence Awards – Huge thank you to the team that represented Hart at the MML conference last week and those who showed up to cheer them on (Presentation can be viewed on the City's Facebook page)
- Artwalk – October 4th (call for artist is open)

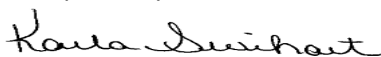
COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mayor Klotz, It was an honor to be nominated to be presenters at the MML and be able to go to the conference and have the ability to talk with other communities. Sharon Hallack has an amazing voice and was recognized to be the 1st singer at the conference as a presenter. A big thank you to Rob Splane for taking the reins on this event and really did a good job.
- C. Burillo I was unable to be at the conference, but I did hear that there was someone in a Tinman costume. I was able to see the photos and thank you to all for representing the City of Hart.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:50pm. The next regularly scheduled meeting will be on October 14th, 2025, at 7:30 pm.

Respectfully Submitted

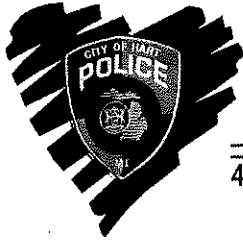


Karla Swihart, City Clerk

Payables Date 10.14.2025	Description	Total	General +	DPW	Energy	BPTF	Water
A&M Bait Farms LLC	Bait for Cooler - JGP	\$ 34.50	\$ 34.50				
Absopure	Water	\$ 76.25			\$ 76.25		
Apex Software	Maintenance Renewal - Assessor	\$ 530.00	\$ 530.00				
APX, Inc	MIRECS Load Base Fee	\$ 23.09			\$ 23.09		
Axon Enterprise	Battery Pack - PD	\$ 261.60	\$ 261.60				
Brickley DeLong	Accounting/Auditing Assistance	\$ 5,450.00	\$ 1,362.50		\$ 1,362.50	\$ 1,362.50	\$ 1,362.50
Charter	Phone/Internet - Starting Block	\$ 175.00			\$ 175.00		
Charter	Phone/Fax - CH/PD	\$ 97.49	\$ 97.49				
Charter	Internet	\$ 80.00			\$ 80.00		
Cintas	Bathroom Supplies - Hart Commons 9/16	\$ 27.98	\$ 27.98				
Cintas	Bathroom Supplies - Hart Commons 9/30	\$ 63.17	\$ 63.17				
Cintas	Bathroom Supplies - JGP 9/16	\$ 247.45	\$ 247.45				
Cintas	Bathroom Supplies - JGP 9/23	\$ 81.03	\$ 81.03				
Cintas	Bathroom Supplies - JGP 9/30	\$ 212.75	\$ 212.75				
City of Hart	Utility Bills	\$ 55,301.05	\$ 5,447.01	\$ 1,119.36	\$ 2,663.06	\$ 40,624.95	\$ 5,446.67
Consumers Energy	Utilities	\$ 224.07			\$ 224.07		
Cutter, Jami	Reimbursement - MML Convention 2025	\$ 89.44	\$ 89.44				
Dacott	Power Purchase Report	\$ 650.00			\$ 650.00		
Dave's Party Store	Fuel - DPW	\$ 616.75		\$ 616.75			
Dave's Party Store	Fuel - Parks & Rec / Historic District	\$ 191.60	\$ 191.60				
DTE Energy	Natural Gas	\$ 790.40	\$ 208.81	\$ 71.49	\$ 259.24	\$ 197.80	\$ 53.06
ETNA Supply	Parts/Supplies	\$ 460.00					\$ 460.00
First Advantage	Drug Screening	\$ 409.98			\$ 409.98		
First Net	Police Modems	\$ 88.46	\$ 88.46				
Fish Window Cleaning	Window Cleaning - CH	\$ 105.00	\$ 105.00				
Greenscape General Contracting LLC	Storage Lagoon & RIB Repair -Application 12	\$ 22,846.82				\$ 22,846.82	
Huntington National Bank	CC Statement Sept 2025	\$ 8,458.93	\$ 4,051.05	\$ 2,931.47	\$ 1,022.74	\$ 453.67	
Hydrocorp	Cross Connection Control Program	\$ 764.00					\$ 764.00
Kendall Electric	Parts/Supplies	\$ 180.92				\$ 180.92	
Klotz Auto Parts	Parts/Supplies/Services - Sept 2025	\$ 444.45		\$ 256.43	\$ 188.02		
Korthase and Sons	Troubleshooting	\$ 575.00				\$ 575.00	
Kushner & Company	COBRA Admin. Services	\$ 80.00	\$ 32.00		\$ 16.00	\$ 16.00	\$ 16.00
Lara	LIEAF Program	\$ 1,342.50			\$ 1,342.50		
Larson's ACE Hardware	Parts/Supplies	\$ 2,632.88	\$ 947.44	\$ 572.01	\$ 802.60	\$ 310.83	
LEAF	Copier Contract/Insurance - PD	\$ 49.61	\$ 49.61				
Lighthouse Car Care	Parts/Supplies/Services - Sept 2025	\$ 2,336.00	\$ 960.00		\$ 1,376.00		
Linde Gas & Equipment	Cylinder Rentals	\$ 256.99		\$ 110.44	\$ 146.55		
Ludington Daily News	Publications/Advertising	\$ 556.06	\$ 556.06				
Maner Costerisan, PC	Audit Services Year End June 30 2025	\$ 15,000.00	\$ 3,750.00		\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
Medler Electric	Parts/Supplies	\$ 1,391.84			\$ 1,391.84		
Mendez, Ashley	Utility Deposit Refund	\$ 134.92			\$ 134.92		
Model Coverall Service	Uniforms	\$ 213.04			\$ 108.14	\$ 104.90	
MPPA	Purchased Power - 9/23	\$ 48,212.65			\$ 48,212.65		
MPPA	Purchased Power - 9/30	\$ 40,321.65			\$ 40,321.65		
MPPA	Purchased Power - 10/7	\$ 36,101.26			\$ 36,101.26		
Office Machines	Copier Lease Payment - PD	\$ 48.60	\$ 48.60				
Pixel Grafix	Utility Envelopes	\$ 600.00			\$ 390.00	\$ 180.00	\$ 30.00
Platt, Vicki	Reimbursement - MML Convention 2025	\$ 79.90	\$ 79.90				
Plumhoff, Carroll	Utility Deposit Refund	\$ 145.31			\$ 145.31		
Power Line Supply	Parts/Supplies	\$ 74.44			\$ 74.44		
Power Line Supply	Parts/Supplies	\$ 21.12			\$ 21.12		
Power Line Supply	Parts/Supplies	\$ 1,166.14			\$ 1,166.14		
Power Line Supply	Parts/Supplies	\$ 96.22			\$ 96.22		
Power Line Supply	Parts/Supplies	\$ 145.92			\$ 145.92		
Power Line Supply	Credit Memo	\$ (943.50)			\$ (943.50)		
Prein & Newhof	2221059 BioPure Facility Construction	\$ 11,743.40				\$ 11,743.40	
Prein & Newhof	2250217 PFAS-DW Wells	\$ 3,330.00					\$ 3,330.00
Quill	Credit Memo	\$ (83.59)	\$ (83.59)				
Quill	Cleaning Supplies	\$ 107.34	\$ 107.34				
Republic Services	Garbage Services - Starting Block	\$ 196.06			\$ 196.06		
Republic Services	Garbage Services - Washington Lot Dumpster	\$ 143.57		\$ 143.57			
Republic Services	Garbage Services - JGP/Historic District	\$ 498.16	\$ 498.16				
Republic Services	Garbage Services - Solid Waste Contract	\$ 18,567.80		\$ 18,567.80			
Republic Services	Garbage Services - Bike Trail	\$ 59.96	\$ 59.96				
Republic Services	Garbage Services - DPW	\$ 108.80		\$ 108.80			
Ricoh	Copier Overage Fees - CH	\$ 123.55	\$ 123.55				
Silver Lake Area Chamber	Chamber Dues - CH 10/1/25-9/30/26	\$ 250.00	\$ 250.00				
Silver Lake Area Chamber	Chamber Dues - JGP 10/1/25-9/30/26	\$ 375.00	\$ 375.00				
Splane, Rob	Reimbursement - MML Convention 2025	\$ 429.04	\$ 429.04				
State of Michigan	Boiler Inspection/Certificate CH 2025	\$ 160.00	\$ 160.00				
Steve's Auto & Truck	Service - 2016 Ford Explorer PD	\$ 311.42	\$ 311.42				
Swihart, Karla	Mileage Reimbursement MTTA Fall Conference	\$ 210.00	\$ 210.00				
Syncwave	Internet	\$ 301.71		\$ 91.75		\$ 209.96	
Tanner Plumbing & Heating	Parts/Supplies	\$ 285.59		\$ 219.10		\$ 66.49	
Trace Analytical Labs	Water/Lab Testing	\$ 365.40				\$ 365.40	
TruGreen	Lawn Service	\$ 54.65	\$ 54.65				
Vanguard Fire & Security Systems	Fire Extinguisher Inspection - Energy	\$ 412.54			\$ 412.54		
Vanguard Fire & Security Systems	Fire Extinguisher Inspection - BioPure	\$ 290.50				\$ 290.50	
Vanguard Fire & Security Systems	Fire Extinguisher Inspection - JGP	\$ 844.42	\$ 844.42				
Vanguard Fire & Security Systems	Fire Extinguisher Inspection - DPW	\$ 379.93		\$ 379.93			
Vanguard Fire & Security Systems	Fire Extinguisher Inspection - CH	\$ 392.95	\$ 392.95				
Verizon	Office Phones	\$ 484.45	\$ 396.31	\$ 29.38	\$ 29.38	\$ 29.38	
Vital Shred	Shredding/Recycling Services - CH	\$ 120.91	\$ 120.91				
	Sub-total	\$ 290,084.29	\$ 23,773.57	\$ 25,218.28	\$ 142,571.69	\$ 83,308.52	\$ 15,212.23
HAND CHECKS/ACH/EFT							
Alerus	City Share 401 Retirement	\$ -	\$ -				
US Postmaster	Postage/Tax Bills						
AFLAC	Insurance Premium	\$ -	\$ -				

Guardian	Insurance Premium	\$		\$					
Delta Dental	Insurance Premium	\$		\$	-				
MWG/Amfirst	Insurance Premium	\$	-	\$	-				
Blue Cross Blue Shield	Insurance Premium	\$	-	\$	-				
	TOTAL HAND CHECKS	\$	-	\$	-	\$	-	\$	-
Sub-Total Regular Bills/Hand Checks		\$	290,084.29	\$	23,773.57	\$	25,218.28	\$	142,571.69
Gross Payroll	PR245	\$	79,337.34						
Gross Payroll									
Gross Payroll									
	Sub-Total	\$	79,337.34						
	GRAND TOTAL	\$	369,421.63	\$	23,773.57	\$	25,218.28	\$	142,571.69

\$	83,308.52	\$	15,212.23
----	-----------	----	-----------



City of Hart Police Department

407 State Street

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

Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: October 14th, 2025

RECENT EVENTS

From Thursday, September 17th, 2025, through Wednesday, October 8th, 2025, the Hart Police Department received 130 complaints ranging from Well-Being Checks, Malicious Destruction of Property complaints, Suspicious Situations, Missing Persons, Assist to Other Agencies, Medical Assists, Mental Health Complaints, Vehicle Violations, Disorderly Person Complaints, Alarms, and Assault & Batteries.

On Thursday, October 18th, 2025, Sgt. Skipski observed a planned fire drill at Diman Wolfe ECC. The drill was conducted professionally, with all students and staff effectively and correctly responding to the event.

On Friday, October 19th, 2025, Sgt. Skipski attended the Hart/Kent City football game. D/Sgt. Skipski monitored the front gate and spoke with patrons and students, reassuring a safe and friendly environment for all those in attendance.

On Wednesday, September 24th, 2025, the Hart Police Department was dispatched to the 4000 block of Polk Road, referencing a Disorderly Conduct. A 53-year-old Muskegon woman contacted 911 from a local business. As responding officers arrived on scene, the woman was intoxicated and lying on the ground. It should be noted that responding officers had previously spoken to the woman on three (3) prior occasions. A report will also be submitted for Indecent Exposure, as the woman was reported to be topless in the area. The woman was arrested and lodged at the Oceana County Jail for Disorderly Conduct – Drunk.

On Wednesday, September 24th, 2025, the Hart Police Department was dispatched to the 300 block of Johnson Street, regarding a School Safety Incident. An 8-year-old child disclosed to their parents on Tuesday, September 24th, 2025, of a male individual approaching the child after school, stating he was a friend of the child's mother and was to give the child a ride home. The parents of the child notified school officials via email. After reviewing surveillance footage of the incident, at no time did anyone approach the child. The child later stated the incident had occurred one (1) year ago. The child later admitted that this incident did not occur.

On Wednesday, September 24th, 2025, the Hart Police Department was dispatched to the 400 block of Wood Street, referencing a Fraud Complaint. Between Friday, September 12th, 2025, and Saturday, September 13th, 2025, five (5) personnel checks were passed at a local business. All checks were returned, "frozen/blocked" account. An investigation is ongoing.

On Thursday, September 25th, 2025, the Hart Police Department was dispatched to the 700 block of East Main Street, regarding an Assault & Battery. A 37-year-old Shelby woman alleges to have been assaulted by a 54-year-old Hesperia man on Thursday, September 18th, 2025. The woman stated the man had slammed a door on her foot during a conversation. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Friday, September 26th, 2025, Sgt. Skipski conducted a lockdown procedure refresher for teachers and staff at Hart High School. The class consisted of a lecture, a video presentation, and a question-and-answer session. The class focused on a review of proper lockdown procedures, evacuation points, and vulnerability assessment and recognition.

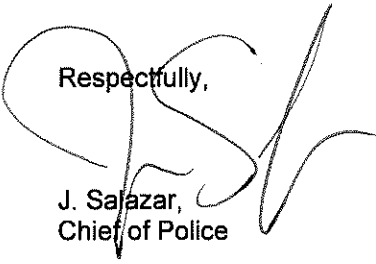
On Thursday, October 2nd, 2025, at approximately 8:13 p.m., the Hart Police Department was dispatched to the scene of a hit-and-run personal injury crash involving a bicycle and a vehicle on 72nd Avenue, just north of Polk Road. Upon arrival, officers attended to a 17-year-old Hart man who was hit by a moving vehicle while riding his bicycle. The suspect vehicle, suspected to be a black in color Honda-style vehicle, left the scene prior to the responding officers arrival. The man was transported to Trinity Health Mercy Hospital for treatment. An investigation is ongoing.

On Sunday, October 5th, 2025, the Hart Police Department was notified by a resident on Plum Street of witnessing a catamaran flip over in Hart Lake, with the occupants all noted wearing life jackets, but were struggling in the water. Oceana County Sheriff's Office Marine Unit was requested to the scene for assistance. The Oceana County Sheriff's Office Marine Unit assisted the swimmers in flipping the catamaran back over. No injuries were reported to law enforcement.

On Monday, October 6th, 2025, the Hart Police Department was dispatched to the 300 block of Wood Street, regarding a Larceny complaint. A 19-year-old Hart man reported having a package taken/stolen from his home. The man estimated the package to be worth over \$110.00. A 64-year-old Muskegon man in the area reported seeing two (2) juveniles, male and female, walking in the area, possibly from Dave's Party Store, with the male juvenile seen "ripping" open the package and leaving the package on the ground. The officer reviewed Dave's Party Store surveillance footage and was able to identify the juvenile male and female. A 15-year-old juvenile female was interviewed and admitted that a 12-year-old juvenile male had taken the package. The juvenile male also admitted to taking the contents and leaving them in the 200 block of Wood Street. The contents were located but had been damaged. The juvenile male denied damaging the contents. A report will be submitted to the Oceana County Prosecutor's office for review.

Respectfully,

J. Salazar,
Chief of Police



Sept. 19, 2025

To: Nicholas Kleiner, City manager

It has been a privilege to serve on the TIFA Board for several years, but at this time I regret I must resign from the Board. This decision is based upon my mother's health and the care she currently needs. This resignation is effective immediately.

Thank you,
Dale Goldberg

copy: Mayor Amanda Klotz

Sept. 19, 2025

To: Nichole Kliner, City mgr.

It has been a privilege to serve on the Planning Commission for several years, but at this time I regret I must resign from the commission. This decision is based upon my mother's health and the care she currently needs. This resignation is effective immediately.

Thank You,
Gale Goldbug

copy: Mayor Amanda Flots



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

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

☐ Power Board	☐ Planning Commission
☐ Water/BioPure Board	☐ City Council
☐ Hart Lake Improvement Board	☐ Zoning Board of Appeals
☐ Housing Board of Review	☐ Neglected Properties Board
☐ Park Committee	☐ TIFA
☒ Other <u>wherever needed</u>	☒ Hart Economic & Redevelopment Team H.E.A.R.T.

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

Name: Lisa Clark Home Phone: _____
Home Address: 130 Hilltop Drive Hart
Employer Address: Retired
Work Phone: _____ Cell Phone: 231-578-9963
Email Address: lisadark0416@gmail.com

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

Interested in art, tourism planning, where ever I may be needed. I am a former - Retired - County of Muskegon employee serving as the County Board of Commissioners liaison so I have attended many, many meetings covering a variety of topics.

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

City of Muskegon Equal Opportunity Commission - prior
Marquette Neighborhood Committee - prior
Senior Resource Services Muskegon County Land Bank

Lisa Clark Date: 6/16/25
Signature

Please return completed application to:

City of Hart
Rob Splane, City Manager
407 S. State St.
Hart, Michigan 49420
Fax: 231-873-0100

City use only:
Date of Approval: _____



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

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

☐ Power Board	☐ Planning Commission
☐ Water/BioPure Board	☐ City Council
☐ Hart Lake Improvement Board	☐ Zoning Board of Appeals
☐ Housing Board of Review	☐ Neglected Properties Board
☐ Park Committee	☒ TIFA
☐ Other _____	☐ Hart Economic & Redevelopment Team H.E.A.R.T.

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

Name: Hannah Juhl Home Phone: 1 (231) 742-6460

Home Address: 5273 W Tyler Rd, Hart MI 49420

Employer Address: _____

Work Phone: _____ Cell Phone: _____

Email Address: hannahjuhl@gmail.com

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

I have been a member of the community for over 20 years, I own a business downtown, and I'm on th

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

Vice Chair of Heart Economic & Redevelopment board

Hannah J Juhl Date: 9/17/25

Signature

Please return completed application to:

City of Hart
Rob Splane, City Manager
407 S. State St.
Hart, Michigan 49420
Fax: 231-873-0100

City use only:

Date of Approval: _____

CITY OF HART

SUMMARY OF AGENDA ITEM 7.d. First Reading – Amendment to Zoning Ordinance Section 1245.03(c) (Minimum Floor Area Requirements) in the A, Residential Zone

Requested Action:

City Council is asked to conduct the first reading of a proposed amendment to Section 1245.03(c) of the City of Hart Zoning Ordinance and to set a public hearing date for the second reading and consideration of adoption.

Background:

The City of Hart Planning Commission reviewed and recommended approval of an amendment to **Section 1245.03(c)** of the Zoning Ordinance to update the **minimum floor area requirements** for residential dwellings.

The proposed amendment reduces these minimums to accommodate smaller homes and promote housing affordability.

Summary of Proposed Changes:

Dwelling Type	Current Requirement	Proposed Requirement
One-story single-family	720 sq. ft.	400 sq. ft. total floor area
Two-story or split-level single-family	600 sq. ft. on ground floor	No change
Two-family dwelling (duplex)	800 sq. ft. total	400 sq. ft. per unit (800 sq. ft. total)

The Planning Commission held a public hearing on October 2, 2025, and voted to recommend approval of the amendment.

Proposed Motion:

“I move to approve the first reading of the amendment to Section 1245.03(c) of the City of Hart Zoning Ordinance, and to set a public hearing for October 28, 2025, to consider the second reading and adoption.”

CITY OF HART

SUMMARY OF AGENDA ITEM 7.e. First Reading – Amendment to Zoning Ordinance Section 1246.04(d) (Minimum Floor Area Requirements) in the A1, Residential Zone

Requested Action:

City Council is asked to conduct the first reading of a proposed amendment to Section 1246.04(d) of the City of Hart Zoning Ordinance and to set a public hearing date for the second reading and consideration of adoption.

Background:

The City of Hart Planning Commission reviewed and recommended approval of an amendment to Section 1246.04(d) of the Zoning Ordinance to update the minimum floor area requirements for residential dwellings.

The proposed amendment reduces these minimums to accommodate smaller homes and promote housing affordability.

Summary of Proposed Changes:

Dwelling Type	Minimum Floor Area (Proposed)	Notes
One-story single-family dwelling	400 sq. ft. total floor area	Reduced from 720 sq. ft.
Two-story or split-level single-family dwelling	600 sq. ft. on the ground floor	No change
Two-family dwelling (duplex)	400 sq. ft. per unit (800 sq. ft. total)	Clarified
Three- and four-family dwelling	400 sq. ft. per unit (1,200–1,600 sq. ft. total)	Clarified

The Planning Commission held a public hearing on October 2, 2025, and voted to recommend approval of the amendment.

Proposed Motion:

“I move to approve the first reading of the amendment to Section 1246.04(d) of the City of Hart Zoning Ordinance, and to set a public hearing for October 28, 2025, to consider the second reading and adoption.”

CITY OF HART

SUMMARY OF AGENDA ITEM 7.f. First Reading – Amendment to Zoning Ordinance Section 1246.02 (Permitted Uses in A-1 Residential Zone)

Requested Action:

City Council is asked to conduct the first reading of a proposed amendment to Section 1246.02 to add subsection (m) under Permitted Uses in the A-1 Residential District, and to set a public hearing date for the second reading and consideration of adoption.

Background:

The City of Hart Planning Commission reviewed and recommended approval of an amendment to **Section 1246.02 – Permitted Uses** within the **A-1 Residential Zone**.

The proposed amendment adds **subsection (m)** to allow **buildings containing three (3) or four (4) dwelling units** as a permitted use. This change aligns with the City’s housing goals identified in the Master Plan, which emphasize creating a wider range of housing options to meet community needs and encourage neighborhood reinvestment, and meets the minimum requirements to reinstate our redevelopment-ready certification.

Allowing multi-unit residential buildings supports development, efficient land use, and housing increases within existing residential areas.

The Planning Commission held a public hearing on October 2, 2025, and voted to recommend approval of the amendment.

Summary of Amendment:

Section 1246.02 – Permitted Uses

Add new subsection (m) as follows:

(m) Buildings containing three (3) or four (4) dwelling units.

Proposed Motion:

“I move to approve the first reading of the amendment to Section 1246.02 of the City of Hart Zoning Ordinance, adding subsection (m) to permit buildings containing three or four dwelling units in the A-1 Residential District, and to set a public hearing for October 28, 2025, to consider the second reading and adoption.”

CITY OF HART

SUMMARY OF AGENDA ITEM 7.g. First Reading – Amendment to Zoning Ordinance Section 1241.01 (Definitions) to Add Definition for “Tiny Home”

Requested Action:

City Council to conduct the first reading of a proposed amendment to Section 1241.01 of the City of Hart Zoning Ordinance to add subsection (63) defining “Tiny Home”, and to set a public hearing date for the second reading and consideration of adoption.

Background:

As part of the City’s zoning ordinance updates and to clarify residential use standards, staff and the Planning Commission recommend adding a formal definition for “Tiny Home.”

While smaller dwellings are addressed in recent amendments to minimum floor area requirements, a definition for tiny homes will provide clarity for zoning administration.

The Planning Commission held a public hearing on October 2, 2025, and voted to recommend approval of the amendment.

Proposed Definition:

Section 1241.01(63): “Tiny Home.”

A single-family dwelling unit of **400 square feet or less**, excluding lofts, constructed in compliance with the **Michigan Residential Code** and/or **HUD Manufactured Housing Standards**.

Proposed Motion:

“I move to approve the first reading of the amendment to Section 1241.01 of the City of Hart Zoning Ordinance to add subsection (63) defining ‘Tiny Home,’ and to set a public hearing for **October 28, 2025** to consider the second reading and adoption.”

CITY OF HART ORDINANCE NO. _____

AN ORDINANCE TO REGULATE THE OPERATION OF TRANSITORY FOOD SERVICE UNITS AND THE ISSUANCE OF PERMITS, LICENSES, OR APPROVALS FOR TRANSITORY FOOD SERVICE UNITS

THE CITY OF HART ORDAINS:

Section 1. Purpose

The purpose of this Ordinance is to establish a policy to regulate and manage Transitory Food Service Units in the City of Hart (the “City”); to permit and regulate Transitory Food Service Units in the City; to reduce vehicular and pedestrian traffic congestion; to encourage new business; and to protect the health, safety, and welfare of the City’s business district and the City’s people.

Section 2. Definition

Transitory Food Service Unit means a motorized vehicle, including a pulled mobile trailer, a temporary food service station, cart, smoker, grill, freezing or cutting unit, or similar apparatus that engages in the storage, preparation, service, sale, or distribution of ready-to-eat or immediately consumable food items to the public directly from the unit. Transitory Food Service Unit includes a “special transitory food unit” and a “temporary food establishment” as defined under the Michigan Food Law, MCL 289.1111.

Section 3. Permit Requirements

Except as otherwise authorized under this Ordinance, no Transitory Food Service Unit may engage in the preparation, service, sale, or distribution of food in the City on public or private property without first obtaining a permit from the City in the manner prescribed in this ordinance. The application fee will be set from time to time by resolution of the City Council. All fees must be paid to the City Treasurer at the time the application is submitted. All permits issued pursuant to this Ordinance must be available on site for inspection upon request by the City Zoning Administrator or law enforcement officer. Permits must be conspicuously displayed on the premises or any cart, stand, booth, motorized vehicle, mobile trailer, or similar apparatus used in the business at all times. No person may carry or display any expired, suspended, or revoked permit, or any license or permit for which a duplicate has been issued. Additionally, the Transitory Food Service Unit must comply with all applicable state licensing requirements, including but not limited to filing a Notification of Intent to Operate a Special Transitory Food Unit, and must further comply with all applicable requirements of the Oceana County Health Department. Failure to comply with all applicable licensing and regulatory requirements may result in the revocation of the permit by the City.

Section 4. Permit Exceptions

A Transitory Food Service Unit may engage in the preparation, service, sale, or distribution of food in the City on public or private property without a permit required under Section 3 of this Ordinance if:

1. The operator is operating under the invitation of a special event permit holder, or a special event held by the City of Hart, or one of its agencies.

The City reserves the right to request documentation in support of any exemption.

Section 5. Applications

1. A person requesting a Transitory Food Service Unit permit must submit a written application no more than 6 months in advance, and no less than 7 days prior to the proposed operation date.
2. Applications are to be on forms provided by the City and must state under oath such facts as may be required for, or applicable to, the granting of the permit. The City reserves the right to request additional information or documentation regarding the application to ensure proper compliance with this Ordinance and the safety of the general public.
3. The applicant must pay a fee in an amount set by the City Council from time to time by resolution. Fees must be made payable to "The City of Hart". All payments must be made by cash, check, credit card, or electronic fund transfer.
4. The application fee is nonrefundable and does not guarantee approval by the City.
5. Permits are valid for 14 consecutive days. Each additional period of 14 days or less requires an additional application submitted in the same manner as an original application. Longer-term permits may be granted only by city council resolution.
6. A Transitory Food Service Unit that is engaged in the business of selling prepared food that is cooked or heated with a device or appliance using any gas or liquid may not receive a permit until and unless the motor vehicle, conveyance, cart, stand, booth or other similar structure or fixture, device or appliance is reviewed or inspected by the Oceana County Health Department.
7. Application Process
 - A. Applications must be submitted to: City of Hart, 407 South State Street, Hart, MI 49455 in accordance with the requirements of this Ordinance for approval by either the City Manager or the Chief of Police.

- B. The City reserves the right to deny the application for incompleteness. No permit may be granted to any person owing any personal property taxes, money judgments, or any other indebtedness to the city, except for real property taxes and special assessments, or to any person using any personal property in the operation of a business upon which personal property taxes are delinquent.
- C. If, within 14 days from application submission, the applicant is unable to furnish any required or requested initial or supplemental documentation and/or delinquent payments, the application will be considered abandoned.

Section 6. Regulations

All the following regulations must be followed at all times by any Transitory Food Service Unit operating in the City:

1. Transitory Food Service Units may operate in zoning districts B-1 and B-2, as designated by the current City of Hart Zoning Map on private property. Those applying for a permit to operate on public property may only operate in designated areas under an approved special event permit or otherwise approved by city council.
2. No Transitory Food Service Unit may operate within the vicinity of a hospital entrance or within 100 ft of the main entrance of a brick-and-mortar food service establishment unless the unit is an accessory use of the restaurant.
3. Transitory Food Service Units may operate within the hours of 7:00 am and 10:00 pm on Sundays through Thursdays and 7:00 am and 12:00 am on Fridays and Saturdays unless the City Council approves additional permitted hours upon request of a Transitory Food Service Unit.
4. No Transitory Food Service Units may be left overnight, or unattended on public property, unless authorized by city council by resolution or under an approved special event permit.
5. No Transitory Food Service Unit may block, obstruct, restrict, or otherwise interfere with the movement of vehicular traffic, or designated public parking.
6. No Transitory Food Service Unit may block, obstruct, restrict, or otherwise interfere with the flow of pedestrian foot traffic, movement or access to public walkways, trails or public amenities.
7. No furnishings are allowed on curbs, sidewalks, trails, in roads, pedestrian or vehicular right of ways. This includes, but is not limited to, lights, signs, banners, chairs, tables, or external waste receptacles.
8. The City of Hart reserves the right to permit furnishings on any public lawn, lot, park, or space. All furnishings must be included on a site plan and submitted with application

and must be in good quality condition. Furnishings are subject to approval by the City Manager or Chief of Police.

9. No liquid, solid, or food waste, or debris will be permitted to emit from the Transitory Food Service Unit. The permittee must keep the premises whereon said Transitory Food Service Unit is located free from their own rubbish, waste products, cans, bottles and debris including napkins, straws, paper cups and plates and other waste material.
10. Only reasonable vapors, steam or exhaust will be permitted to emit from the Transitory Food Service Unit.
11. Use of generators may be prohibited if its use, location, or condition is anticipated to create a nuisance to neighbors or pedestrians.
12. The Transitory Food Service Unit must comply with all local, state, and federal laws set forth by the Michigan Food Code, Michigan Health Department, USDA, Michigan Department of Agriculture, Michigan Secretary of State, Michigan Liquor Control Code, Internal Revenue Service, Oceana County Health Department, or any other agency or entity with lawful jurisdiction over the Transitory Food Service Unit, its operation, and product sales.
13. Transitory Food Service Unit must comply with all regulations herein and subsequent recommendations by the City of Hart. The Transitory Food Service Unit must furnish all documents as outlined, and any other proofs or documents requested by the Chief of Police.

Section 7. Indemnification

A Transitory Food Service Unit and private property owner agrees to hold harmless and indemnify the City of Hart, its agencies, its employees, or agents in all matters arising from the permitted application, and/or the operation of the Transitory Food Service Unit.

Section 8. Insurance

A Transitory Food Service Unit permit holder, operating on public property, must have no less than \$1,000,000.00 business liability insurance naming the City of Hart as an additional insured for approved dates of operation. Proof of business insurance must be submitted with the permit application. Proof of insurance is due prior to the Transitory Food Service Unit's permitted operation dates.

Section 9. Impoundment

Any equipment associated with a Transitory Food Service Unit that is not in compliance with this Ordinance and is left on public property may be impounded at the owner's sole expense.

Section 10. Non-exclusivity:

No provision in this chapter limits or intends to limit in any way the Transitory Food Service Unit, or its operator the right to offer or sell its products to the general public, other business entities, municipalities, or agencies before, during or after the operation permitted herein. The permit does not limit the City of Hart from freely engaging other persons, organizations, or businesses to provide the same or similar products or services at any time. Approval for a permit does not constitute approval or agreement to approve future applications.

Section 11. Revocation, Suspension, or Refusal; Appeal

Once a permit has been issued, the Zoning Administrator may, at any time, revoke or suspend a license for failure to comply with the provisions of this Ordinance or any rules or regulations promulgated by the City included, but not limited to one or more of the following reasons:

1. Failure to pay all required fees;
2. Fraud, misrepresentation or false statement contained in the application for a permit;
3. Fraud, misrepresentation or false statement made in the operation of a business;
4. Any violation amounting to a felony, or misdemeanor involving moral turpitude, resulting from or related to operation of a business in the City;
5. Conducting a business in an unlawful manner or in such manner as to constitute a breach of the peace or to constitute a nuisance per se to the health, safety or welfare of the public;
6. Failure to comply with an requirement of any authorized city official as it relates to the operation or business pertaining to the permit;
7. The failure of any applicant or permittee (including all employees, agents and representatives of the applicant or permittee) to meet and satisfy any provision of this Code or any other duly established rule or regulation of the city applicable to the business for which the permit has been requested or granted;
8. Failure to obtain any other required license or permit for the business from any federal, state or local agency or authority and lack of any evidence that such state license or permit has been obtained and proof that all fees pertaining thereto have been paid;
9. Failure to provide any information reasonably requested by the Zoning Administrator related to the application;
10. Failing to comply with this Ordinance.

The City must provide a permittee with reasonable notice and an opportunity to be heard before revoking or suspending a permit.

If a permit application is denied or a permit is revoked or suspended, the aggrieved party may appeal to the City Council in writing within ten days. If no appeal is timely filed, then the denial, revocation, or suspension is final.

Section 12. Other Permits

A permit obtained does not relieve any Transitory Food Service Unit of its responsibility for obtaining any other permit or license or authorization required by any other ordinance, statute, law or administrative rule promulgated by any entity with jurisdiction over the location or conduct considered within this Ordinance.

Section 13. Validity and Severability

Should any portion of this Ordinance be found invalid for any reason, such holding will not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 14. Repealer Clause

Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 15. Violation

A violation of this ordinance is a municipal civil infraction and, in addition, the City of Hart is entitled to enforce this ordinance by seeking injunctive relief or any other remedy allowed by law.

Section 16. Effective Date

This ordinance is effective 30 days after publication.

RESOLUTION 2025-38
City Council
City of Hart, Michigan
Oceana County
Hazard Mitigation Plan Adoption

Hazard Mitigation Plan Adoption Resolution - Local

Whereas City of Hart, Michigan has experienced natural and man-made disasters that have damaged commercial, residential and public properties, displaced citizens and businesses, and presented general public health and safety concerns; and

Whereas Oceana County has prepared a multi-jurisdictional Hazard Mitigation Plan under the guidance of the Oceana County Local Emergency Planning Committee (LEPC), which describes known disasters and impacts, potential hazards, and strategies to reduce overall damage and impact from hazards; and

Whereas the Hazard Mitigation Plan has been reviewed by countywide residents, business owners, and federal, state and local agencies, and has been revised to reflect their concerns.

Now, therefore, be it resolved that:

1. The Oceana County Hazard Mitigation Plan is hereby adopted as an official plan of the City of Hart.
2. City of Hart will incorporate strategies identified in the Plan with planning programs and mechanisms under its jurisdictional authority.
3. City of Hart will support efforts of the Oceana County Emergency Management director, Troy Maloney LEPC, and other Oceana County stakeholders to implement the Plan's recommendations.

Moved by _____ supported by _____ and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on October 14th, 2025

Ayes: Nay: Absent:

Karla Swihart, City Clerk

RESOLUTION 2025-39

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

**RECOGNITION OF THE HART ECONOMIC AND REDEVELOPMENT TEAM
(HEART) AS GOVERNING BODY OF THE HART HISTORIC PRESERVATION
GROUP (HHPG)**

WHEREAS, the Hart Historic Preservation Group (HHPG), a 501(c)(3) nonprofit, has historically overseen the preservation and operation of the Hart Historic District and Museum; and

WHEREAS, a majority of the HHPG board of directors have resigned, including Treasurer Rob Splane and Secretary Gwen Adams, leaving the organization without sufficient officers to carry out its duties; and

WHEREAS, the Hart Economic and Redevelopment Team (HEART), at its meeting of October 8, 2025, adopted a resolution assuming governance and operational responsibility for HHPG, including the authority to appoint officers; and

WHEREAS, it is in the best interests of the City of Hart and its residents to maintain continuity of the Hart Historic District and Museum, and to ensure the ongoing preservation of community history;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hart hereby recognizes the Hart Economic and Redevelopment Team (HEART) as the governing body of the Hart Historic Preservation Group (HHPG), effective November 12, 2025; and

BE IT FURTHER RESOLVED that the City Council supports HEART's efforts to maintain and operate the Hart Historic District and Museum on behalf of the community.

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

Ayes: ____ Nays: ____ Absent: ____

Karla Swihart, City Clerk

RESOLUTION 2025-40

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

APPROVAL TO SELL CITY-OWNED PARCEL #020-390-012-00 TO DARK WATER COFFEE ROASTERS

WHEREAS, the City of Hart is the owner of certain real property located in the Hart Industrial Park, described legally as:

*QC-L2007P14420 QC-L2007P15158 & 59 SPL FR 004 IN 97 PT TO 18 IN 2000
SEC 20 T15NR17W. CITY OF HART INDUSTRIAL PARK PLAT LOTS 12 & 13
(the “Property”); and*

WHEREAS, Dark Water Coffee Roasters (the “Purchaser”) has submitted a proposal dated August 1, 2025, to purchase the Property for the purpose of establishing a facility for roasting coffee and related operations in the form on file with the City Clerk (the “Proposal”); and

WHEREAS, the terms of purchase and sale include the sale of the Property for Two Thousand Five Hundred Dollars (\$2,500.00) with no earnest money, and more particularly described in the Proposal; and

WHEREAS, the Property is subject to the Restrictive Covenants for the Hart Industrial Park, which provide that:

“In the event the owner or purchaser of a parcel in the Industrial Park, or their heirs, personal representatives, successors or assigns, fails to commence construction of a building upon the parcel on or before three (3) years after the date of acquisition of the parcel, the City shall have the option for a period of thirty (30) days from and after the 3rd anniversary date of the acquisition of the parcel within which to buy said parcel for the amount for which the City sold the parcel. In the event the City elects to exercise its option within the (30) day period, the City shall be required to notify the owner and parties in interest of said parcel of its election so to do, and the owner and parties in interest agree to convey to the City all of their rights, title and interest in said parcel, free and clear of all liens and encumbrances other than those which existed as of the date of acquisition of the parcel from the City or which were consented to subsequently by the City. If the owner of the parcel cannot be located and served with a notice as required herein, the City may comply with the notice requirement by recordation within such thirty (30) day period with the Oceana County, Michigan, Register of Deeds of a notice of exercise of such option.”

WHEREAS, the City of Hart desires to support small business development, job creation, and investment within the Hart Industrial Park and finds the proposed project to be in the best interest of the community; and

WHEREAS, the Property is surplus property and is not needed for City purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hart hereby approves the sale of the Property (Parcel #020-390-012-00) located in the Hart Industrial Park, to Dark Water Coffee Roasters subject to the negotiation and execution of a purchase agreement between the City and the Purchaser in accordance with this Resolution; and

BE IT FURTHER RESOLVED that the City Manager, in consultation with the City Attorney, is authorized to negotiate and enter into a purchase agreement in the best interest of the City and accordance with this Resolution and generally in accordance with the Purchaser's Proposal; and

BE IF FURTHER RESOLVED that the Mayor, City Manager and City Clerk are authorized and directed to execute and deliver on behalf of the City all necessary closing agreements, documents and certificates and carry out all administrative actions to complete the sale of the Property described herein.

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

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk



Property Purchase Proposal to the City of Hart

Coffee Roasting Facility Development
Dark Water Coffee Roasters

Lauren & Tony Dematteo • Hart, Michigan
darkwaterroasting@gmail.com • (720) 352-6841

September 29, 2025

TO:

City of Hart

Attention: Nichole Kleiner

407 S. State Street

Hart, MI 49420

RE: Property Purchase Proposal & Incentive Request – Hart Industrial Park, Parcel Number 12

Dear Mrs. Kleiner,

We appreciate the City of Hart's support and collaboration as we move forward with the proposed purchase of city-owned property located at Hart Industrial Park, Parcel Number 12. As small business owners committed to growing within this community, we are excited about the potential to develop this site into a long-term home for our operations and job creation in the Hart area.

We are submitting this proposal with the intention of creating a mutually beneficial agreement that will allow us to invest in the property while helping us reduce the significant costs associated with site development, infrastructure, and startup capital. With that in mind, we respectfully request consideration of the following incentives and accommodations:

Purchase & Development Proposal

- Purchase Price: \$2,500 (symbolic transaction in recognition of job creation, investment, and long-term community value)
- Closing Costs: Request for the city to cover or waive all city-related closing costs and filing fees
- Development Commitment: We commit to beginning construction within 2 years and to complete full build-out within 3 years.

Requested Incentives & Site Support Infrastructure & Site Prep

- Full utility hookups to the property at no cost (water, sewer, electric, natural gas, internet)
- Stormwater drainage support or access to existing system (retention basin/pond exemption)
- Cost-sharing or reimbursement for any necessary road access, drive approaches, or drainage improvements related to the site.

Tax & Permit Incentives

- Property tax abatement for up to 12 years based on Industrial Facilities Exemption (P.A. 198)
- Reduction or waiver of building permit costs tied to the new facility.
- Waiver of planning and zoning site plan review charges.
- Reduction or waiver of required building, electrical, plumbing, and fire safety inspection fees.

Financial & Business Development Support

- City partnership on state/federal grant applications (e.g., MEDC programs, USDA, OCEA,)
- City marketing support (business launch announcement, media, signage)

Potential matching funds for façade, energy-efficiency, or equipment upgrades

Project Scope and Development Plan

Facility Size & Design: Approximately 3,000 sq. ft. pole barn style building, designed with a clean, modern, and minimalist aesthetic inspired by the facility Blackmer Construction built at The Starting Block Inc, located on 1535 Industrial Park Dr. Hart, Mi.

Construction Type: Pole barn construction with durable, high-quality finishes, blending efficiency with a welcoming, professional appearance.

Intended Use: Coffee roasting production, equipment space for expansion, a training and education area, and a tasting lab to support community engagement and destination appeal.

Jobs Created: Our goal is to create at least **two local jobs within the first year**, with room for future growth as production expands.

Timeline: Construction and build-out will be completed within **three years of property purchase**, in alignment with city development requirements.

Funding Approach: Project financing will be supported through our **local financial institution** and supplemented with **local, state, and regional development supports**, including grants, tax incentives, and workforce programs. In addition to support from the City of Hart, we are actively exploring state and regional incentive programs to help offset the costs of this project. Our goal is to combine local, regional, and state-level resources to maximize investment in the facility and ensure long-term success. By combining these resources with the City of Hart's support, we can reduce upfront development costs, accelerate project completion, and strengthen our long-term contribution to the community's economy.

We are confident this project will benefit the city in both the short and long term by creating jobs, boosting local business activity, and increasing future tax revenue. We look forward to working with the City of Hart to finalize an agreement that reflects our shared goals for local economic growth.

Please let us know if we can schedule a meeting to review this proposal in detail or if your legal team would like any revisions for the purchase agreement.

Sincerely,

Lauren and Tony Dematteo
Owners of Dark Water Coffee
darkwaterroasting@gmail.com

720-352-6841

RESOLUTION 2025-41
CITY COUNCIL
City of Hart, Michigan
Oceana County

**DESIGNATE DRYDEN STREET PARCEL AS SURPLUS PROPERTY AND
AUTHORIZE SALE BY SEALED BID**

WHEREAS, the City of Hart owns vacant land located on Dryden Street, described as *CITY OF HART STANDARD MAP PLAT D E 148.5 FT OF S 66 FT OF BLK 144, Parcel #020-344-005-00*; and

WHEREAS, the parcel is not currently utilized for any municipal purpose and is not needed for the operation of any City department or utility; and

WHEREAS, the City Council desires to declare the parcel as surplus property and authorize its sale to the highest and best bidder through a fair and transparent sealed bid process; and

WHEREAS, sealed bids will be accepted at Hart City Hall, 407 S. State Street, Hart, Michigan, until 1:00 p.m. on Thursday, November 20, 2025, at which time bids will be publicly opened in the Council Chambers; and

WHEREAS, the City Council finds it in the City's best interest to establish a confidential minimum acceptable bid (reserve amount) to protect the City's financial interest and ensure the parcel is sold at or above fair market value, consistent with the City's land disposition policies; and

WHEREAS, the successful bidder shall pay the full purchase price within thirty (30) days of notification, and conveyance shall be made by Quitclaim Deed; and

WHEREAS, the City reserves the right to reject any or all bids, waive irregularities, and accept the bid deemed most advantageous to the City;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

- 1. Declares the Dryden Street parcel described above as surplus property.*
- 2. Authorizes the Interim City Manager to establish a confidential minimum acceptable bid consistent with the property's appraised value and market conditions.*
- 3. Directs the Interim City Manager to conduct and administer the sealed-bid process, publicly open bids at 1:00 p.m. on November 20, 2025, with appropriate staff, and to finalize the sale administratively following Council review and approval of the highest qualifying bid meeting or exceeding the confidential minimum.*
- 4. Authorizes that proceeds from the sale be deposited into the City of Hart General Fund.*

Moved by _____, supported by _____, and thereafter adopted at the regular City of Hart City Council meeting on _____, 2025.

Ayes: _____ Nays: _____ Absent: _____

STATE OF MICHIGAN)

) ss.

COUNTY OF OCEANA)

 IN WITNESS WHEREOF, I have hereto affixed my official signature on this _____ day of _____, 2025.

Karla Swihart, City Clerk
City of Hart, Michigan

PUBLIC NOTICE OF SALE BY SEALED BID

CITY OF HART, MICHIGAN

The City of Hart is accepting sealed bids for the purchase of City-owned vacant land located on Dryden Street, described as:

CITY OF HART STANDARD MAP PLAT D E 148.5 FT OF S 66 FT OF BLK 144., Parcel #020-344-005-00

Bid Opening: Thursday, November 20, 2025, at 1:00 p.m.

Location: City Hall, 407 S. State Street, Hart, MI 49420 – Council Chambers

Bids must be submitted in a sealed envelope clearly labeled “Dryden Street Property Bid” and delivered to the City of Hart, 407 S. State Street, Hart, MI 49420, no later than 1:00 p.m. on Thursday, November 20, 2025.

All bids will be publicly opened and read aloud at 1:00 p.m. in the City Council Chambers. The successful bidder must pay the full purchase price within thirty (30) days of notification.

Conveyance will be made by Quitclaim Deed.

The City reserves the right to reject any or all bids, waive irregularities, and accept the bid deemed most advantageous to the City.

A confidential minimum acceptable bid has been established by the City to ensure fair market value is achieved.

For more information, contact:

Nichole Kleiner, Interim City Manager

City of Hart

(231) 873-3546 | nkleiner@cityofhart.org



020-348-001-00

020-346-001-00

020-171-006-00

Hanson St

Hart St

07-001-00

S State St

020-344-001-00

020-344-002-00

Dryden St

020-171-001-00

020-341-002-00

020-343-002-00

HOLE

007-020-200-06

N Wa

RESOLUTION 2025-42
City Council
City of Hart, Michigan

FY25-26 SEWER RATE CORRECTION

WHEREAS, the City of Hart owns and operates a wastewater collection and treatment system which is funded through user rates intended to self-fund operations, maintenance, equipment replacement, and debt service; and

WHEREAS, City Council adopted Resolution 2025-16 on June 10, 2025, establishing electric, water, sewer, and trash rates for FY2026; and

WHEREAS, the sewer rates contained in that resolution inadvertently reflected a 17% increase rather than the 11% increase recommended in the Cash Flow Analysis of the 2023 Sewer Fund Rate Study; and

WHEREAS, City Council wishes to correct the FY2026 sewer rates to accurately reflect the 11% increase in accordance with the adopted study and ensure consistency with the City's rate methodology.

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

- 1. Amends the FY2026 sewer (wastewater) rates previously adopted in Resolution 2025-16 to reflect an 11% increase from FY2025 rates as follows:*

<u>H</u>	<u>WASTEWATER – Council planned increase per 2023 debit payment schedule</u>	<u>RATES FY25-26 - RATES FY24-25</u>
	Base rate per month (11% increase)	\$39.68 \$41.86 - \$35.75
	Volume rate per 1000 gallons per month (11% increase)	\$4.41 \$4.65 - \$3.97
	Volume rate per 1000 gallons per month (industrial) (11% increase)	\$4.41 \$4.65 - \$3.97
	BOD Surcharge per pound (7.5% increase)	\$0.254 - \$0.237
	TSS Surcharge per pound (7.5% increase)	\$0.187 - \$0.174
<u>I</u>	<u>CUSTOMER CHARGE (11%)</u>	
	Gray & Company	\$3,690.87 \$3,893.08 - \$3,414.98/month
	Michigan Freeze Pack	\$3,690.87 \$3,893.08 - \$3,414.98/month

	Indian Summer	\$1,080.52 \$1,109.72 - \$973.44/month
--	----------------------	---

2. *Confirms that all other utility rates (electric, water, trash) and provisions established in Resolution 2025-16 remain in full force and effect.*
3. *Directs staff to correct the official version of Resolution 2025-16 and update any published or posted rate schedules to reflect these adjustments.*

Moved by: _____ Supported by: _____

Adopted at the regular meeting of the Hart City Council on _____

Ayes: ____ Nays: ____ Absent: ____

Karla Swihart, City Clerk

CITY OF HART (MICHIGAN) SEWER FUND

CASH FLOW ANALYSIS

	<u>2022/23</u>		<u>2023/24</u>		<u>2024/25</u>	<u>2025/26</u>		<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>
		<u>One-Time Increase</u>		<u>Increases Per Year</u>			<u>Increases Per Year</u>				
Assumptions											
Customers billed	791		791		791	791		791	791	791	791
Base rate (monthly)	\$30.97	4.00%	\$32.21	11.00%	\$35.75	\$39.68	6.00%	\$42.07	\$44.59	\$47.26	\$50.10
Customer charge - Seneca (monthly)	\$2,880.38	4.00%	\$2,995.60	11.00%	\$3,325.11	\$3,690.87	6.00%	\$3,912.33	\$4,147.06	\$4,395.89	\$4,659.64
Customer charge - Michigan Freeze Pack/Great Lakes Packing (monthly)	\$2,880.38	4.00%	\$2,995.60	11.00%	\$3,325.11	\$3,690.87	6.00%	\$3,912.33	\$4,147.06	\$4,395.89	\$4,659.64
Volume sold above minimum - commercial and residential (mgal)	40,000		40,000		40,000	40,000		40,000	40,000	40,000	40,000
Volume rate - commercial and residential (per 1,000 gal over 3,000 gal)	\$3.44	4.00%	\$3.58	11.00%	\$3.97	\$4.41	6.00%	\$4.67	\$4.95	\$5.25	\$5.56
Volume sold above minimum - industrial (mgal)	225,000		225,000		225,000	225,000		225,000	225,000	225,000	225,000
Volume rate - industrial - (per 1,000 gal over 3,000 gal)	\$3.44	4.00%	\$3.58	11.00%	\$3.97	\$4.41	6.00%	\$4.67	\$4.95	\$5.25	\$5.56
<i>Typical homeowner's monthly bill (assumes 4,500 gallons/month)</i>	\$36.13		\$37.58		\$41.71	\$46.30		\$49.07	\$52.02	\$55.14	\$58.45
Revenues											
Base rate	\$293,967		\$305,726		\$339,356	\$376,685		\$399,286	\$423,243	\$448,638	\$475,556
Customer charge - Seneca	34,565		35,947		39,901	44,290		46,948	49,765	52,751	55,916
Customer charge - Michigan Freeze Pack/Great Lakes Packing	34,565		35,947		39,901	44,290		46,948	49,765	52,751	55,916
Volume rate - commercial and residential	137,600		143,104		158,845	176,318		186,898	198,111	209,998	222,598
Volume rate - industrial	774,000		804,960		893,506	991,791		1,051,299	1,114,377	1,181,239	1,252,114
Total rates & charges revenue	1,274,696		1,325,684		1,471,509	1,633,376		1,731,378	1,835,261	1,945,376	2,062,099
Surcharges (BOD and TSS)	895,064	7.50%	962,194	7.50%	1,034,358	1,111,935	0.00%	1,111,935	1,111,935	1,111,935	1,111,935
Septage & other	77,520		64,170		64,170	64,170		64,170	64,170	64,170	64,170
Total revenues	2,247,281		2,352,048		2,570,038	2,809,481		2,907,484	3,011,366	3,121,482	3,238,204
Less: Total operating expenditures	(2,040,324)		(2,048,551)		(1,977,013)	(2,042,509)		(2,110,218)	(2,180,215)	(2,252,580)	(2,327,393)
Net operating revenue	206,957		303,497		593,025	766,972		797,266	831,151	868,902	910,811
Less: Current debt service payments	(30,540)		(192,563)		(195,031)	(192,406)		(194,781)	(192,063)	(194,344)	(191,531)
Estimated cash-funded capital improvements	(917,770)		(50,000)		(50,000)	(50,000)		(50,000)	(50,000)	(50,000)	(50,000)
Estimated debt service #1 2023 CWSRF Bonds (BioPure) [1]	-		(69,000)		(116,000)	(116,000)		(271,000)	(271,000)	(271,000)	(271,000)
Estimated debt service #2 2023 CWSRF Bonds (Dryden) [2]	-		(16,000)		(64,000)	(64,000)		(64,000)	(64,000)	(64,000)	(64,000)
Estimated debt service #3 2025/26 CWSRF Bonds [3]	-		-		-	(73,000)		(125,000)	(255,000)	(255,000)	(255,000)
Net cash flow	(\$741,353)		(\$24,065)		\$167,994	\$271,565		\$92,484	(\$911)	\$34,559	\$79,280
Cash & investments	\$1,049,803	\$308,450	\$284,384		\$452,378	\$723,944		\$816,428	\$815,517	\$850,075	\$929,355

[1] Estimated debt service payments based on a \$6,175,000 30-year CWSRF bond issue at the current interest rate (1.875%). Total project cost is \$13,067,000 with \$4,005,000 in APRPA grant and \$2,887,000 in EDA grant.

[2] Estimated debt service payments based on a \$1,432,500 30-year CWSRF bond issue at the current interest rate (1.875%). Total project cost is \$2,865,000 with \$1,432,500 grant.

[3] Estimated debt service payments based on a \$5,540,000 30-year CWSRF bond issue at a conservative interest rate.

RESOLUTION 2025-43
City Council
City of Hart, Michigan

**DETERMINING SURPLUS VEHICLES, EQUIPMENT, AND FURNISHINGS AND
AUTHORIZING SALE**

WHEREAS, the City of Hart is the lawful owner of various vehicles, equipment, and furnishings that are no longer required for municipal operations; and

WHEREAS, it is the policy of the City to declare items surplus when they have exceeded their useful service life, are no longer cost-effective to maintain, or are no longer needed by City departments; and

WHEREAS, the following items have been identified as surplus property:

- 2008 Chevrolet Impala 4-door sedan (Hart Police Department)
- 2008 Ford F-250 pickup truck (Department of Public Works)
- 2001 Sterling dump truck (Department of Public Works)
- Western Ice Breaker salt spreader (Department of Public Works)
- All surplus filing cabinets from City Hall

and are proposed for sale or disposal; and

WHEREAS, the vehicles and equipment have reached the end of their service life due to age and condition, and the filing cabinets are no longer being used; and

WHEREAS, the City Council finds it in the best interest of the City to dispose of the above-listed items through an online auction platform for Michigan municipalities and government agencies, ensuring transparency and fair market value; and

WHEREAS, proceeds from the sale of surplus property shall be deposited into the City's General Fund.

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

- 1. Declares the above-listed vehicles, equipment, and furnishings as surplus property.*
- 2. Authorizes the City Manager to arrange for their sale and disposition through an online auction site for Michigan municipalities and government agencies.*
- 3. Directs that all sale proceeds be deposited into the General Fund.*
- 4. Establishes that this Resolution shall take immediate effect upon adoption.*

Moved by: _____ Supported by: _____

Adopted at a regular meeting of the Hart City Council held on [insert meeting date], 2025.

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

RESOLUTION NO. 2025-44

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

**RESOLUTION TO APPROVE A THREE-YEAR PURCHASING POLICY FOR
PROFESSIONAL AND CONTRACTED SERVICES**

WHEREAS, Section 210.01 of the City of Hart Codified Ordinances designates the City Manager as the Purchasing Agent responsible for administering all procurement activities on behalf of the City; and

WHEREAS, Section 210.04 of the Codified Ordinances and Section 15.2 of the City Charter require City Council approval for purchases and contracts exceeding \$1,000; and

WHEREAS, the City Council recognizes the need for a standardized and efficient process governing recurring professional and contracted services such as engineering, legal, auditing, planning, maintenance, and utility-related work; and

WHEREAS, the proposed Purchasing Policy for Professional and Contracted Services (Three-Year Term) establishes a consistent, competitive, and transparent process for awarding and renewing multi-year service contracts in compliance with Chapter 210 of the Codified Ordinances and Section 15.2 of the City Charter; and

WHEREAS, the policy allows for three-year agreements (inclusive of renewals) to improve service continuity, streamline operations, and maintain fiscal accountability through the following framework:

- Solicitation of at least two written quotes or proposals for professional or contracted services exceeding \$1,000;
- Evaluation based on qualifications, experience, scope, and cost, with Council approval prior to execution;
- Re-bidding or re-evaluation of contracts at the conclusion of each three-year term;
- Limited emergency and cooperative purchasing exceptions authorized by the City Manager, subject to subsequent Council ratification.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

1. *Approves and adopts the City of Hart Purchasing Policy for Professional and Contracted Services (Three-Year Term) in the form presented and on file with the City Clerk.*
2. *Directs that the policy be implemented immediately and incorporated into the City's administrative procedures and purchasing manuals.*

3. *Authorizes the City Manager, Mayor, and City Clerk to take all actions necessary to enforce and administer this policy.*

4. *Repeals any prior purchasing procedures or policies inconsistent with this resolution*

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

Karla Swihart, City Clerk
City of Hart

STATE OF MICHIGAN

) ss.

CITY OF HART

I, the undersigned, the duly qualified and acting Clerk of the City of Hart, Oceana County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a public meeting on _____, 2025, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on the ____ day of _____, 2025.

Karla Swihart
City Clerk, City of Hart

City of Hart

Purchasing Policy for Professional and Contracted Services (Three-Year Term)

1. Purpose

To ensure transparency, fiscal responsibility, and continuity of service, this policy governs the procurement of professional and contracted services under agreements not exceeding three (3) years in duration. It establishes a standardized process for competitive selection, award, and renewal consistent with Chapter 210 of the Codified Ordinances and Section 15.2 of the City Charter.

2. Authority

Under Section 210.01 of the Codified Ordinances, the City Manager shall act as Purchasing Agent of the City and administer all procurement activities. Contracts exceeding \$1,000 require Council approval per Section 210.04 and Charter Section 15.2.

3. Applicability

This policy applies to the acquisition of professional services (e.g., legal, engineering, auditing, planning, IT, consulting, maintenance) where the City seeks multi-year contracts for efficiency and consistency.

4. Contract Term

Contracts may be executed for a term not to exceed three (3) years, inclusive of renewals or extensions.

5. Competitive Selection Process

For service contracts where the aggregate value exceeds \$1,000, the following procedure applies:

a. Solicitation: The City Manager shall solicit written proposals or quotes from at least two qualified providers. A public notice may be posted at City Hall and/or on the City website.

b. Evaluation: Proposals will be reviewed based on qualifications, experience, service scope, and cost. Price shall not be the sole determining factor when professional expertise is required.

c. Council Approval: The City Manager shall present the recommended vendor and term to Council for approval before contract execution.

d. Award: The Council may award to the vendor providing the best value to the City, even if not the lowest cost, consistent with public interest provisions in Section 210.04(d).

6. Contract Renewal or Rebid

At the conclusion of each three-year term, the service shall be re-evaluated and re-bid through Council action.

7. Exceptions

Emergency services necessary to preserve public health, safety, or operations may be authorized by the City Manager, with subsequent Council ratification.

Cooperative purchasing agreements or state contracts may be utilized when advantageous to the City.

8. Documentation and Recordkeeping

All solicitations, quotes, proposals, and Council approvals shall be documented and maintained by the City Clerk in accordance with the City's record retention schedule.

CITY OF HART | MEMORANDUM

TO: Hart City Council
FROM: Nichole Kleiner, Interim City Manager
DATE: October 8, 2025
SUBJECT: Transfer of Transformer Ownership

Background

The City currently owns transformers serving two private industrial facilities — Lineage Logistics (1151 S. Griswold St.) and Michigan Freeze Pack (835 Griswold St.). These transformers are located on private property and provide power exclusively to each customer. They are not connected to or necessary for the operation of the broader municipal electric system.

The City has historically maintained ownership of the original utility infrastructure build-out; however, this arrangement has created ongoing liability and cost exposure for the City's electric utility, since failures at either transformer require municipal response, diagnosis, and replacement — despite serving only a single private facility.

The Power Board reviewed this matter and unanimously recommended transferring ownership of the transformers to the respective businesses, without compensation, so that each becomes fully responsible for maintenance, repair, replacement, and insurance of its own equipment.

Legal Considerations

City Attorney Mark Nettleton reviewed the issue and cited Section 13.7 of the City Charter, which restricts the sale, lease, or disposal of property “belonging to and appertaining to any municipally owned public utility which is needed to continue operating such utility,” unless approved by three-fifths of voters.

However, the Charter provides exceptions for equipment that is “worn out or useless” or “not necessary for the operation of the utility.”

Attorney Nettleton noted that, based on how these transformers are described, they could arguably be considered “not needed” for continued utility operation or “useless” to the City's public utility. He is reviewing whether additional state law guidance applies.

If the Charter permits and both companies agree, the next steps would include:

1. City Council adoption of a resolution authorizing the transfer; and
2. Execution of a bill of sale formally conveying ownership to each business.

Next Steps

- Await final legal opinion confirming the Charter's applicability.
- Discuss the willingness of Lineage Logistics and Michigan Freeze Pack to assume ownership and associated responsibilities.
- If both conditions are met, prepare a Council resolution and bill of sale for approval.

Recommendation:

Staff recommends proceeding with legal review and discussions with both industrial customers to advance the ownership transfer, contingent on City Attorney confirmation that the Charter permits the conveyance without voter approval.