

*City of Hart, Michigan*  
CITY COUNCIL AGENDA  
**November 25, 2025, 7:30 PM**  
**407 State St. – Council Chamber**  
NOTICE OF PUBLIC MEETING  
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Cunningham, Hodges, Mullen, Root, Thomson, Klotz
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing. We ask that you please limit your comments to 3 minutes.**
  - a. Correspondence, Events, Presentations
    - i. *West Shore Community College Hart Facility Presentation - Scott Ward, President*
6. Consent Agenda:
  - a. Approval of Minutes from November 12, 2025
  - b. Bills, Claims, Payroll
  - c. Reports of Boards, Commissions, and Committees
  - d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
7. Action Items
  - a. Resolution 2025-53 *Approving Expanded Duties, Title Change, & Compensation Adjustment for the Deputy Clerk & HR Coordinator*
  - b. Resolution 2025-54 *Prein & Newhoff State Street Turn Back Preliminary Engineering Agreement*
  - c. Resolution 2025-55 *Snowblower Quotes*
  - d. Resolution 2025-56 *Authorize Sale of Dryden St to Highest Bidder*
  - e. Resolution 2025 *Award 3-yr Tree Service Contracts*
  - f. Resolution 2025 *Award 3-yr Directional Drilling Contract Bid Results*
8. Discussion Items
  - a. Bid Solicitation for Plum Street Road and Right-of-Way Correction
  - b. Temporary Patrol Officer Job Posting
  - c. Starting Block Utilities
  - d. Christmas Parade November 28<sup>th</sup>
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates)
11. Adjournment –

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**CITY OF HART**  
**407 S. STATE ST.**  
**HART, MI 49420**  
**REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS**  
**NOVEMBER 12<sup>th</sup>, 2025**  
**MINUTES – Draft**

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

**ABSENT:** None

**OTHERS PRESENT:** City Manager – Nichole Kleiner, Deputy City Clerk/Treasurer – Lindsay Brown, DPW Superintendent – Brad Whitney, Greg Gabriel, Christine Juska, Larena Kramer, Claire Marshall, Steven Slimmen, and Mike Stevens

**APPROVAL OF AGENDA:**

- B. Root motioned to approve the Agenda and was supported by K. Thomson
  - Ayes: 7 Nays: 0 Absent: 0

**PUBLIC COMMENTS:**

- Steven Slimen 5 S. Plum St. – Regarding SRTS that has come through, been told this has been in the works for 7 years, but we just recently heard about this 1 year ago, and now we are being told there is nothing we can do about this. They are going to be covering ½ of my property with this 10ft bike path, which is supposed to be a safe route to school, but yet it goes through the woods, it's not going to be lit, there aren't going to be cameras, and they don't even plow my sidewalk. The City stops at Plum and Main. They don't even plow the next 200 ft. This is going to cut off 1/3 of my front yard and front driveway, not to mention going down the entire other quarter of my property. Why have we not been notified over the last 6 years about this? We heard about this a year ago when they came and offered us \$100 for our right-of-way for half of our property. Now they are going to move Plum Street over to accommodate this on the side road. I don't understand why it's not just as easy to cut across the back of the cemetery and go up 72<sup>nd</sup> next to the cemetery. I was told speeds are too high there, but yet you have a school zone, so extend the school zone to the corner, that way you don't have to worry. If this is an SRTS is the City going to be plowing this? Or is it not than is it to hide the fact they want to extend the Hart-Montague bike trail to Pentwater? If that is the case, that is wrong, and you should treat your City residents better.

**CORRESPONDENCE, EVENTS, PRESENTATIONS:**

- None

**CONSENT AGENDA:**

- Approval of minutes from October 28<sup>th</sup>, 2025
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
  - C. Burillo motioned to approve the Consent Agenda, and was supported by K. Thomson
    - Ayes: 7 Nays: 0 Absent: 0
  - A. Mullen motioned to remove item 7 from the agenda, Introduction and Adoption of Ordinances, Public Hearing, and was supported by C. Burillo
    - Ayes: 7 Nays: 0 Absent: 0

**ACTION ITEMS:**

- Resolution 2025-48 Limited *IT* Services Agreement with Mullen *IT* Services and Council Member Conflict Disclosure  
WHEREAS, the City of Hart occasionally requires professional information technology (IT) services for maintenance, troubleshooting, and technical support of City computer and network systems; and

WHEREAS, Council Member Andrew Mullen, owner of Mullen Family Enterprises, LLC, DBA Mullen IT Services, has periodically provided such services to the City on an as-needed basis at reasonable rates; and WHEREAS, Council Member Mullen has submitted a written Conflict of Interest Disclosure Statement in accordance with Michigan Public Act 317 of 1968 (MCL 15.321-15.330), disclosing a pecuniary interest in the provision of IT services to the City; and

WHEREAS, the City Council finds that such services are beneficial, efficient, and in the City's best interest, and that contracting with Mullen IT services is consistent with provisions of Public Act 317 when approved by a two-thirds vote of the remaining members; and

WHEREAS, Council Member Mullen has disclosed his interest and will abstain from any vote, discussion, or decision concerning the agreement, as required by law.

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

1. *Acknowledges receipt and filing of Council Member Mullen's Conflict of Interest Disclosure Statement with the City Clerk.*
2. *Approves, by a two-thirds vote of the remaining members, the City's engagement of Mullen IT Services for limited, as-needed IT support.*
3. *Authorizes the Interim City Manager to execute a short-form professional services agreement with Mullen IT Services not to exceed \$3,000 annually, consistent with applicable procurement procedures.*
4. *Affirms that this authorizes complies with the requirements of Michigan Public Act 317 of 1968.*
  - C. Burillo motioned to approve Resolution 2025-48 and was supported by J. Cunningham, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on November 12<sup>th</sup>, 2025
    - Ayes: 6 Nays: 0 Absent: 0 Abstained: 1 (Mullen)

- Resolution 2025- 49 Authorizes Mayor to Sign MOU with State Treasury to fund budget training for City staff with Maner Costerisan

WHEREAS, the Michigan Department of Treasury, through its Community Services Division, has approved financial assistance to the City of Hart to support budget analysis and cost allocation services designed to strengthen the City's long-term financial management capacity; and

WHEREAS, Treasury has issued a Memorandum of Understanding (MOU) with the City of Hart identifying the responsibilities of both parties and providing reimbursement to the City for eligible project costs up to \$18,500 for services related to budget analysis and cost allocation; and

WHEREAS, the City has received a proposal and engagement letter from Maner Costerisan outlining the scope of professional services to be performed, including a comprehensive review of the City's budget structure, cost allocation framework, and related financial practices, at an estimated cost consistent with the Treasury award amount; and

WHEREAS, pursuant to Chapter 210 of the City of Hart Codified Ordinances, the City Council must authorize contracts exceeding \$1,000 for non-routine professional services and approve such agreements by resolution; and

WHEREAS, Maner Costerisan currently serves as the City of Hart's independent audit firm and possesses detailed knowledge of the City's financial structure, chart of accounts, and cost allocation methods; and the City Council finds that the public interest is best served by engaging Maner Costerisan to provide these professional services due to their specialized familiarity and efficiency in evaluation Hart's internal financial systems, rather than soliciting competitive bids for this limited-scope project;

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

1. *The City Council of the City of Hart hereby accepts the Michigan Department of Treasury award and approves participation in the budget analysis and cost allocation project as outlined in the MOU.*
2. *The City Council further authorizes the Mayor, Amanda Klotz, and City Clerk, Karla Swihart, to execute the Memorandum of Understanding between the City of Hart and the Michigan Department of Treasury.*

3. *The City Council further finds that engaging Maner Costerisan without formal competitive bidding complies with Chapter 210 of the City of Hart Codified Ordinances, as the work constitutes professional services for which the public interest is better served by using the firm’s unique expertise and prior knowledge of City finances.*
4. *The City Council authorizes engagement with Maner Costerisan for the professional services described in the attached proposal, at a cost not to exceed the reimbursable amount of \$18,500, contingent upon compliance with the terms of the Treasury MOU.*
5. *The City Manager is authorized to oversee contract administration, ensure compliance with state and local procurement policies, and submit all required documentation to the Department of Treasury for reimbursement.*

- B. Root motioned to approve Resolution 2025-49 and was supported by A. Mullen, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on November 12<sup>th</sup>, 2025
  - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2025-50 Removal of Public Wi-Fi at Hart Commons

WHEREAS, the City of Hart provides public wireless internet service at Hart Commons as a convenience to residents and visitors; and

WHEREAS, in July 2025, the City received written notice from Spectrum Communications indicating that the City’s public wireless network was recently used to improperly copy, share, or stream copyrighted content such as music, movies, or software through peer-to-peer or “torrenting” software; and

WHEREAS, at the July 22, 2025, City Council meeting, Council advised the City Manager to pursue installation of cybersecurity protections at Hart Commons to prevent further misuse; and

WHEREAS, following that meeting, the City’s IT provider recommends installing a firewall and protective software similar to that used at City Hall; and

WHEREAS, the current fiscal year budget does not include funds to support this cybersecurity investment, and continuing to operate an unprotected public network presents unnecessary risk and potential legal liability to the City; and

WHEREAS, City staff have reviewed alternatives and recommend discontinuing the public wireless network at Hart Commons until sufficient funding is available to implement appropriate cybersecurity measures.

NOW THEREFORE BE IT RESOLVED BY THE HART CITY COUNCIL:

*Authorizes the removal of the public wireless internet system at Hart Commons and termination of the associated Spectrum service account.*

*Directs City staff to coordinate with the City’s IT provider and Spectrum to remove the equipment, deactivate the service, and secure any residual network credentials.*

*States that this action does not preclude future consideration of reinstating public Wi-Fi service at Hart Commons if adequate cybersecurity protections and budgeted funding are available.*

- B. Root motioned to approve Resolution 2025-50, and was supported by K. Thomson
  - Ayes: 1 Nays: 6 Absent: 0
- J. Cunningham motioned to table the Resolution 2025-50 and have it presented in December for discussion to come up with a plan to offer safe Wi-Fi to the residents and supported by A. Mullen
  - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2025-51 Update Designated Bank Signers on City Accounts  
 WHEREAS, the majority of City bank accounts require at least two signers for all checks; and  
 WHEREAS, the highest elected official, the mayor pro tem, the City manager, and the City treasurer are historically accepted individuals as authorized signers; and  
 WHEREAS, the banks and financial institutions with which the City conducts business require formal action designating new account signers; and  
 WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:  
 NOW THEREFORE BE IT RESOLVED BY THE HART CITY COUNCIL:

*Designates Mayor Amanda Klotz, Mayor Pro-Tem Jim Cunningham, City Manager Nichole Kleiner, and City Clerk/Treasurer Karla Swihart as authorized signers on all City of Hart banking and investment accounts.*

- A. Mullen motioned to approve Resolution 2025-51 and was supported by K. Thomson
  - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2025-52 Hiring of City Manager  
 WHEREAS, former City Manager Rob Splane, resigned from his position on August 1, 2025; and  
 WHEREAS, Nichole Kleiner, has been serving as Interim City Manager since August 12, 2025; and  
 WHEREAS, the City engaged Mitch Foster of Double Hall Solutions to assist in the hiring of a new City Manager; and  
 WHEREAS, applications were accepted through September 26, 2025, and several individuals have been interviewed for consideration; and  
 WHEREAS, upon due consideration by the City Council, the City Council recommends making an offer to Nichole Kleiner to become the new City Manager.  
 NOW THEREFORE BE IT RESOLVED BY THE HART CITY COUNCIL:

1. *Offers Nichole Kleiner the position of City Manager and authorizes Mayor Klotz to enter into negotiations with Nichole Kleiner to secure an Employment Agreement with Nichole Kleiner.*
2. *This offer of employment is subject to a full and complete background check satisfactory to the City Council. Nichole Kleiner will be required to execute the required documents, waivers and releases to authorize such a background check and other references.*
3. *Any such Employment Agreement will be subject to review, analysis and input and recommendations from the City's legal counsel, Scott Dwyer of Mika Meyers, PLC, and subject to review and final approval by the City Council.*

- A. Mullen motioned to approve Resolution 2025-52 and was supported by J. Cunningham; thereafter adopted by the Hart City Council at a regularly scheduled meeting held on November 12<sup>th</sup>, 2025
  - Ayes: 7 Nays: 0 Absent: 0

**DISCUSSION ITEMS:**

- Vets Park & Oceana Veterans Coalition Request
- Christmas Parade, November 28<sup>th</sup>, the City is in the process of getting a trailer and decorating it. Please come join the fun.

**CITY MANAGER'S REPORT:**

**Status of ongoing projects:**

- Hart Plaza Streetscape Project – on schedule, bidding to go out this month
- Revised Industrial Park Covenants – No progress
- Vets Park Project – reprioritizing and planning improvements for FY26-27 budget

- Water Tower easement – no progress to report, no response from ATT attorneys regarding acceptance of an easement vs land ownership of the land surrounding the tower.
- Redevelopment Ready Certification pending items:
- Adopt a green infrastructure ordinance, but the City is RECERTIFIED.
- Ceres Solution – TIFA opening bids again with slightly modified submission criteria, due by the end of February 2026
- SRTS – public meeting 11/3/2025 for those affected by the trial, with a number of concerns expressed. Project to go out to bid this winter.

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

- Proposal presented to personnel and finance committee to review/recommend cross-training our Deputy Clerk in Human Resources.

**What’s New:**

- Site plan for WSCC conditionally approved
- Site plan for new single-family residential home in the Creeks approved
- Site plan for new commercial restaurant on Polk Rd conditionally approved
- Met with Erice from State Treasury 11/10/25
- Starting Block hired a new Director to take operations over as Jane & Jim retire
- WSCC will be presenting at the next council meeting
- Board openings on the TIFA board, Power board, and Planning Commission
- Hart’s Charter Review Committee – need to revisit
- City Hall repairs are nearing completion with new flooring and freshly painted walls (huge thank you to Paul Cutter for volunteering his time to paint).

**Events:**

- Christmas Parade November 28<sup>th</sup>

**COMMUNICATIONS FROM THE MAYOR AND COUNCIL:**

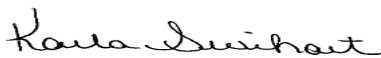
- C. Burillo – Monday, November 17<sup>th</sup>, there is a Cemetery Board meeting at the Hart Township at 7 pm.
- TIFA board meeting Tuesday, November 18<sup>th</sup> at 1 pm in the Community Center
- A. Mullen – The HEART board met today and had a really good meeting, allocated some funds for the marketing of the Ceres property.

Also had a HEART Historical District meeting. In case some of you did not know that the Hart Historic District is shut down for the winter months, and in the Spring will be getting some building inspectors out to go through the buildings and see if any improvements need to be done. Also looking for volunteers, so if anyone knows of anyone, please send them my way or to Nichole.

**ADJOURN:**

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:18 pm. The next regularly scheduled meeting will be on November 25<sup>th</sup>, 2025, at 7:30 pm.

Respectfully Submitted



Karla Swihart, City Clerk

| Payables Date 11.26.2025           | Description                                       | Total                | General +           | DPW                | Energy               | BPTF                | Water               |
|------------------------------------|---|----------------------|---------------------|--------------------|----------------------|---------------------|---------------------|
| Absopure Water Company             | Water   | \$ 60.85             |                     |                    | \$ 60.85             |                     |                     |
| Absopure Water Company             | Water   | \$ 110.45            |                     |                    | \$ 110.45            |                     |                     |
| American Legal Publishing          | Annual Ordinance Publication                      | \$ 550.00            | \$ 550.00           |                    |                      |                     |                     |
| Bauer Built Incorporated           | Service - Diesel Generator                        | \$ 963.00            |                     |                    |                      |                     | \$ 963.00           |
| Blue Cross Blue Shield             | Retirees Medical Insurance                        | \$ 3,603.15          | \$ 2,001.75         |                    | \$ 1,601.40          |                     |                     |
| Charter                            | Internet - Hart Commons                           | \$ 125.00            |                     |                    | \$ 125.00            |                     |                     |
| Charter                            | Fax Line PD/CH                                    | \$ 97.49             | \$ 97.49            |                    |                      |                     |                     |
| Detroit Pump & MFG                 | Direct Ship Freight Charges                       | \$ 16.64             |                     |                    |                      | \$ 16.64            |                     |
| First Net                          | Dept Hotspots                                     | \$ 302.68            | \$ 43.24            |                    | \$ 172.96            | \$ 43.24            | \$ 43.24            |
| Fish Window Cleaning               | Window Cleaning - CH                              | \$ 105.00            | \$ 105.00           |                    |                      |                     |                     |
| Fomer Farms LLC                    | Water System/Water Well Components                | \$ 10,000.00         |                     |                    |                      | \$ 10,000.00        |                     |
| Frontier                           | Internet - JGP                                    | \$ 91.82             | \$ 91.82            |                    |                      |                     |                     |
| Gracon                             | GSI:Network Inventory/Patch Mgmt 1 YR             | \$ 1,152.00          | \$ 384.00           | \$ 192.00          | \$ 192.00            | \$ 192.00           | \$ 192.00           |
| Great Lakes Cleaning Services      | Oct 2025 Cleaning Services - CH/CC                | \$ 1,209.25          | \$ 1,209.25         |                    |                      |                     |                     |
| Great Lakes Energy                 | Utilities   | \$ 59.51             |                     |                    |                      | \$ 59.51            |                     |
| Hallack Contracting                | Griswold Gravity Sewer, Polk Rd Water Main App. 5 | \$ 55,787.68         |                     |                    |                      | \$ 55,787.68        |                     |
| Hart Cemetery Commission           | 2025 Summer Tax Disp 9/Batch 9                    | \$ 73.17             | \$ 73.17            |                    |                      |                     |                     |
| High Grade Concrete Products       | Repairs/Maintenance - DAM                         | \$ 827.50            |                     |                    | \$ 827.50            |                     |                     |
| Huntington Bank                    | Oct 2025 CC Statement                             | \$ 5,453.83          | \$ 2,259.57         | \$ 805.82          | \$ 2,350.27          | \$ 38.17            |                     |
| Keystone Cooperative               | Fuel  | \$ 1,502.24          |                     |                    |                      | \$ 1,502.24         |                     |
| Klotz, Amanda                      | Mileage/Reimbursement MML Conference 2025         | \$ 181.70            | \$ 181.70           |                    |                      |                     |                     |
| KS State Bank                      | Loader Payment                                    | \$ 7,124.13          |                     | \$ 7,124.13        |                      |                     |                     |
| Kushner & Company                  | COBRA Admin Services                              | \$ 90.00             | \$ 36.00            |                    | \$ 18.00             | \$ 18.00            | \$ 18.00            |
| Lawson-Fisher Associates           | 2025 DAM Licensing Requirements                   | \$ 10,370.73         |                     |                    | \$ 10,370.73         |                     |                     |
| Louis Gelder & Sons                | Part/Supplies                                     | \$ 112.33            |                     | \$ 66.24           |                      | \$ 46.09            |                     |
| Ludington Daily News/Oceana Herald | Ads/Publishing                                    | \$ 303.30            | \$ 303.30           |                    |                      |                     |                     |
| Medler Electric                    | Parts/Supplies                                    | \$ 2,510.10          |                     |                    | \$ 2,510.10          |                     |                     |
| Michigan Municipal League          | Annual Workmans Comp Policy                       | \$ 3,918.00          | \$ 979.50           |                    | \$ 979.50            | \$ 979.50           | \$ 979.50           |
| Mike's Auto Body                   | Claim #2502121 Police Cruiser Repairs             | \$ 2,043.40          | \$ 2,043.40         |                    |                      |                     |                     |
| Mike's Auto Body                   | Claim # 2502151 BP Chevy Repairs                  | \$ 5,880.76          |                     |                    |                      | \$ 5,880.76         |                     |
| Mike's Auto Body                   | BP Chevy Repairs                                  | \$ 1,520.38          |                     |                    |                      | \$ 1,520.38         |                     |
| Milsoft Utility Solutions          | GIS Training                                      | \$ 3,875.00          |                     |                    | \$ 3,875.00          |                     |                     |
| MPPA                               | Purchased Power - 11/11                           | \$ 88,125.91         |                     |                    | \$ 88,125.91         |                     |                     |
| MPPA                               | Nov 2025 Summary                                  | \$ 72,036.68         |                     |                    | \$ 72,036.68         |                     |                     |
| MPPA                               | Purchased Power - 11/18                           | \$ 30,244.25         |                     |                    | \$ 30,244.25         |                     |                     |
| Napa Auto Parts                    | Auto Parts/Supplies                               | \$ 38.98             |                     | \$ 38.98           |                      |                     |                     |
| Peerless Midwest                   | Well Rehab (South Valley Well 3)                  | \$ 67,466.82         |                     |                    |                      |                     | \$ 67,466.82        |
| Pitney Bowes                       | Postage   | \$ 502.25            | \$ 125.57           |                    | \$ 125.56            | \$ 125.56           | \$ 125.56           |
| Power Line Supply                  | Part/Supplies                                     | \$ 439.47            |                     |                    | \$ 439.47            |                     |                     |
| Power Line Supply                  | Parts/Supplies                                    | \$ 4,669.00          |                     |                    | \$ 4,669.00          |                     |                     |
| Power Line Supply                  | Parts/Supplies                                    | \$ 266.52            |                     |                    | \$ 266.52            |                     |                     |
| Power Line Supply                  | Parts/Supplies                                    | \$ 126.56            |                     |                    | \$ 126.56            |                     |                     |
| Prein & Newhof                     | 2200777 Drinking Water Asset Mgmt                 | \$ 17,402.80         |                     |                    |                      |                     | \$ 17,402.80        |
| Prein & Newhof                     | 2221057 SRF Wastewater Improvements               | \$ 850.00            |                     |                    |                      | \$ 850.00           |                     |
| Prein & Newhof                     | 2221059 BioPure Facility Construction             | \$ 10,052.15         |                     |                    |                      | \$ 10,052.15        |                     |
| Prein & Newhof                     | 2250311 DAM Monitoring                            | \$ 312.75            |                     |                    | \$ 312.75            |                     |                     |
| Prein & Newhof                     | 2250631 Downtown Streetscape/Placemaking          | \$ 58,448.18         | \$ 58,448.18        |                    |                      |                     |                     |
| Pro-Tech                           | Parts/Supplies                                    | \$ 469.00            | \$ 469.00           |                    |                      |                     |                     |
| Silverback RV Rental LLC           | RV Winterization - JGP                            | \$ 900.00            | \$ 900.00           |                    |                      |                     |                     |
| Steve's Auto & Truck               | Oil Change - PD                                   | \$ 74.94             | \$ 74.94            |                    |                      |                     |                     |
| Steve's Auto & Truck               | Oil Change/Repairs - PD                           | \$ 508.21            | \$ 508.21           |                    |                      |                     |                     |
| T & R Electric                     | Single Phase Pad Mounts                           | \$ 2,880.20          |                     |                    | \$ 2,880.20          |                     |                     |
| USA BlueBook                       | Lab Parts/Supplies                                | \$ 349.90            |                     |                    |                      | \$ 349.90           |                     |
| USA BlueBook                       | Lab Parts/Supplies                                | \$ 360.35            |                     |                    |                      | \$ 360.35           |                     |
| Verizon                            | Department Phones                                 | \$ 551.37            | \$ 82.24            | \$ 211.15          | \$ 175.74            | \$ 82.24            |                     |
| Verizon                            | Office Phones                                     | \$ 482.85            | \$ 394.47           | \$ 29.46           | \$ 29.46             | \$ 29.46            |                     |
| Wells Fargo Vendor - RICOH         | Copier Renewal                                    | \$ 143.20            | \$ 143.20           |                    |                      |                     |                     |
|                                    | <b>Sub-total</b>                                  | <b>\$ 477,723.43</b> | <b>\$ 71,505.00</b> | <b>\$ 8,467.78</b> | <b>\$ 222,625.86</b> | <b>\$ 87,933.87</b> | <b>\$ 87,190.92</b> |
| <b>HAND CHECKS/ACH/EFT</b>         |   |                      |                     |                    |                      |                     |                     |
|                                    | <b>Sub-Total Regular Bills/Hand Checks</b>        | <b>\$ 477,723.43</b> | <b>\$ 71,505.00</b> | <b>\$ 8,467.78</b> | <b>\$ 222,625.86</b> | <b>\$ 87,933.87</b> | <b>\$ 87,190.92</b> |
| <b>Gross Payroll</b>               | PR248   | \$ 84,018.45         |                     |                    |                      |                     |                     |
| <b>Gross Payroll</b>               |   |                      |                     |                    |                      |                     |                     |
| <b>Gross Payroll</b>               |   |                      |                     |                    |                      |                     |                     |
|                                    | <b>Sub-Total</b>                                  | <b>\$ 84,018.45</b>  |                     |                    |                      |                     |                     |
|                                    | <b>GRAND TOTAL</b>                                | <b>\$ 561,741.88</b> | <b>\$ 71,505.00</b> | <b>\$ 8,467.78</b> | <b>\$ 222,625.86</b> | <b>\$ 87,933.87</b> | <b>\$ 87,190.92</b> |



# City of Hart Police Department

407 State Street

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

Hart, MI 49420-1259

Juan Salazar, Chief

**TO:** City of Hart Mayor, City Council, and City Manager  
**FROM:** Juan Salazar, Chief of Police  
**DATE:** November 11<sup>th</sup>, 2025

## RECENT EVENTS

From Thursday, November 6<sup>th</sup>, 2025, through Wednesday, November 19<sup>th</sup>, 2025, the Hart Police Department received 60 complaints ranging from Suspicious Situations, Well-Being Checks, Alarms, Assist to Other Agencies, Vehicle Violations, Assault & Battery Complaints, Animal Complaints, Medical Assists, Warrant Arrests, Malicious Destruction of Property Complaints, and Property Damage Crashes.

On Thursday, November 6<sup>th</sup>, 2025, Sgt. Skipski and Chief Salazar conducted active shooter training refresher courses to both the staff and the entire student body at Spitler Elementary School. The training consisted of a brief lecture and conversation regarding a planned evacuation of Spitler Elementary later in the afternoon. Students had the opportunity to ask questions regarding the training. During the afternoon, D/Sgt. Skipski, along with Chief Salazar, conducted the evacuation of Spitler Elementary School and escorted them to their reunification point. All students and staff conducted the drill extremely well with no incident reported.

On Sunday, November 9, 2025, the Hart Police Department was dispatched to the 500 block of Griswold Street regarding a Domestic Assault. A 76-year-old Hart man alleges to have been assaulted by a 60-year-old Hart man, by being punched with a closed fist in the face. The 76-year-old man, during this assault, had fallen to the ground and, each time attempting to get back to his feet, would be shoved by the 60-year-old man. When arriving on scene, the 60-year-old man was noted to be walking nude between homes in the area. The responding officer was later advised that the 60-year-old man was experiencing a mental health episode. The 60-year-old man was taken into protective custody and transported by LIFE EMS to Trinity Health Mercy Hospital in Muskegon for a mental health evaluation.

On Wednesday, November 12<sup>th</sup>, 2025, the Hart Police Department was notified of a 40-year-old Hart man in the 800 block of Griswold Street who had four (4) valid/active warrants for his arrest out of Oceana County. The man was located and taken into custody without incident. The man was lodged at the Oceana County Jail.

On Wednesday, November 12<sup>th</sup>, 2025, Sgt. Skipski attended the Hart Middle School boys' basketball game. D/Sgt. Skipski greeted patrons, spoke with students and players, and reassured a safe and fun environment for all in attendance.

On Friday, November 14<sup>th</sup>, 2025, the Hart Police Department was dispatched to the 300 block of Johnson Street, referencing an 11-year-old boy having a Pneumatic gun (BB gun). During this investigation, it was reported that this boy had also brandished a knife at other juveniles in the area days before this report. An investigation is ongoing.

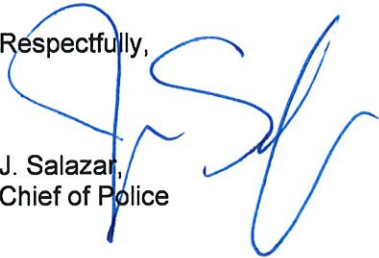
On Friday, November 14th, 2025, the Hart Police Department was dispatched to the 300 block of Johnson Street, regarding a Reckless Driving/Threats Complaint. A 57-year-old Hart man reported being followed by a 66-year-old Walkerville man from 160th Avenue and Filmore Road, Elbridge Township, to Hart. The Walkerville man aggressively confronted the Hart man, asking if the Hart man wanted to "fight him." The Walkerville man alleges the Hart man harassed his niece due to the Walkerville man's parking on 160th Avenue and Filmore Road. Neither party reported being assaulted during this complaint. An investigation is ongoing.

On Sunday, November 16th, 2025, the Hart Police Department conducted a traffic stop on State Street near Polk Road, referencing a vehicle violation. A 23-year-old Hart man was cited for Failure to Stop for a Traffic Signal.

On Sunday, November 16th, 2025, the Hart Police Department conducted a traffic stop on Oceana Drive near Polk Road, regarding a vehicle violation. A 28-year-old Hart man was cited for Operating a Motor Vehicle on an Expired Registration.

Respectfully,

J. Salazar,  
Chief of Police

A handwritten signature in blue ink, appearing to read 'J. Salazar', is written over the typed name and title. The signature is fluid and cursive, with a large initial 'J' and 'S'.

**RESOLUTION 2025-53**

*City Council  
City of Hart, Michigan  
Oceana County*

**APPROVING EXPANDED DUTIES, TITLE CHANGE, AND COMPENSATION  
ADJUSTMENT FOR THE DEPUTY CLERK & HR COORDINATOR**

WHEREAS, the City Manager has submitted a memorandum dated November 21, 2025 outlining the recommendation for Deputy Clerk Laci McAuliffe to formally assume Human Resources coordination duties in addition to her existing responsibilities; and

WHEREAS, Deputy Clerk Laci McAuliffe currently manages payroll, accounts payable, and deputy clerk duties with a demonstrated record of accuracy, professionalism, and discretion in handling confidential information; and

WHEREAS, the Personnel and Finance Committee has reviewed the recommendation and supports expanding her responsibilities to include Human Resources coordination to strengthen organizational consistency, compliance, employee support, and recordkeeping; and

WHEREAS, the City Manager has provided a job description identifying the duties of the Deputy Clerk & HR Coordinator position, which includes personnel administration, onboarding, benefits support, training and certification tracking, policy implementation, and ongoing HR processes; and

WHEREAS, expanding the Deputy Clerk's role to include HR coordination is expected to enhance internal processes, support recruitment and retention, improve compliance with federal and state labor laws, and ensure accurate and consistent personnel documentation; and

WHEREAS, to align compensation with the expanded responsibilities and with comparable dual-role positions in Michigan municipalities, the City Manager recommends adjusting the hourly rate for the Deputy Clerk & HR Coordinator from \$24.19 to \$27.00 per hour, contingent upon assuming HR coordination duties; and

WHEREAS, the City Manager further recommends authorizing a professional development course (approximately \$395) to support the transition into the HR function, along with a one-time \$2,500 bonus upon successful completion; and

WHEREAS, the Personnel and Finance Committee recommends approval of the expanded duties, title change to Deputy Clerk & HR Coordinator, and compensation adjustment as outlined.

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

1. Expanding the duties of the Deputy Clerk to formally include Human Resources coordination;

2. Updating the position title to Deputy Clerk & HR Coordinator;
3. Adjusting the hourly rate to \$27.00 per hour contingent upon assuming the expanded duties;
4. Authorizing payment for a professional development course at an estimated cost of \$395; and
5. Approving a one-time \$2,500 bonus upon successful completion of the course.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to implement this change effective immediately.

Passed and adopted this \_\_\_ day of \_\_\_\_\_, 2025.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

---

Karla Swihart, City Clerk

**RESOLUTION 2025-54**

*City Council  
City of Hart, Michigan  
Oceana County*

**APPROVING PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH  
PREIN & NEWHOF FOR STATE STREET TURN BACK PRELIMINARY  
ENGINEERING, TO BE FUNDED BY MDOT TURN BACK FUNDS**

WHEREAS, the City of Hart entered into a Memorandum of Understanding (MOU) with the Michigan Department of Transportation (MDOT), identified as MDOT No. 2025-0473, transferring jurisdictional control of US-31BR/State Street from Polk Road to Johnson Street to the City; and

WHEREAS, Section III(A)(2) of the MOU provides a lump-sum payment of Two Million Four Hundred Fifty Thousand Two Hundred Fifty-Seven Dollars and Twelve Cents (\$2,450,257.12) to the City for the design and construction of improvements to the transferred roadway segment, representing the estimated cost of the required renovation, repair, and/or reconstruction; and

WHEREAS, pursuant to Section III(B)(4) of the MOU, the City is obligated to complete the State Street improvement project within five (5) years of the MOU's effective date, and failure to do so requires repayment of the full \$2,450,257.12 to MDOT; and

WHEREAS, allowable uses of MDOT Turn Back funding include preliminary engineering, topographic survey, design development, public input, construction engineering, inspection, and testing, consistent with the scope proposed by Prein & Newhof (page 3, Section III(B)(4)); and

WHEREAS, Prein & Newhof submitted a proposal dated November 17, 2025, for State Street Turn Back Preliminary Engineering, including topographic survey, concept plan alternatives, public engagement, cost estimation, and early design coordination, all necessary for compliance with MDOT's required project standards and timeline; and

WHEREAS, Prein & Newhof has provided a Professional Services Agreement dated November 18, 2025 with a not-to-exceed amount of \$65,600 for these preliminary engineering services, funded entirely by the City's MDOT Turn Back allocation; and

WHEREAS, the proposed engineering work directly supports the City's obligation under the MDOT MOU to complete the project using the Turn Back funds, and is allowable and necessary for compliance with State requirements; and

WHEREAS, the City Manager recommends approval of this agreement so that the required preliminary engineering work may begin immediately, ensuring the project remains on schedule for MDOT's mandated completion by May 2030.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF HART CITY COUNCIL hereby approves the Professional Services Agreement with Prein & Newhof for State

Street Turn Back Preliminary Engineering in an amount not to exceed \$65,600, to be funded through the City's MDOT Turn Back allocation of \$2,450,257.12.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to execute the agreement on behalf of the City and initiate the preliminary engineering work necessary to meet the requirements of the MDOT MOU.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

---

Karla Swihart, City Clerk

November 17, 2025

Ms. Nichole Kleiner, City Manager  
City of Hart  
407 State Street  
Hart, MI 49420

Re: Professional Engineering Services  
State Street Turn Back Preliminary Engineering

Dear Ms. Kleiner:

We are pleased to have the opportunity to provide the following proposal for preliminary engineering services for the City's upcoming reconstruction of State Street from Polk Road to Lincoln Street. This project will be mostly funded by money set aside from the MDOT Turn Back Agreement. Construction must be completed by May of 2030.

State Street is currently a four-lane road with a design centered around vehicles. Now that MDOT has turned over control of the road to the City, revisions to the road design can be completed that are more in line with the City's long-term vision and goals. This project is an opportunity to redesign the roadway so that it is sized appropriately to match the traffic seen today and to incorporate elements that friendlier to pedestrian and cyclist traffic.

In order to assist the City in reimagining this corridor, we propose the following scope of work:

- Kick-off Meeting with City Staff
- Topographic survey and base plan mapping
- Review record plans and utility mapping
- Public meeting for community input
- City Staff Progress/Design meeting
- Develop up to three concepts in plan view and cross section view
- Develop Estimates of Probable Cost for up to three options
- Presentation to City Council with final design selection
- Up to four design coordination meetings with the Oceana County Road Commission Polk Road project.

Based on the May 2030 completion date required by MDOT we have developed the following schedule to complete the full project.

We propose the following schedule:

- Complete topographic survey and base mapping – 12/2025 – 5/2026 (Included in Proposal)
- Public Input and Preliminary Design – 6/2026 – 12/2026 (Included in Proposal)
- Soil Borings – 7/2026 – 9/2026

Ms. Nichole Kleiner  
November 17, 2025  
Page 2

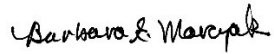
- Final Design – 1/2027 – 11/2027
- Advertise Project for Bids – 6/2028
- Construction – 3/2029 – 11/2029

We have spread the schedule out over time, but it can be done sooner if desired.

We estimate the cost for the topographic survey and preliminary work to be \$65,600. A Professional Services Agreement is enclosed. Please review and if the proposal is acceptable, sign and return to us.

Sincerely,

**Prein&Newhof**



Barbara E. Marczak, P.E.



Matthew R. Hulst, P.E.

Enclosure: Professional Services Agreement

**Project No.**

## **Professional Services Agreement**

This Professional Services Agreement is made this 18th day of November, 2025 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Dr. NE, Grand Rapids, MI 49525, and City of Hart (“Client”), of 407 State Street, Hart, MI 49420.

WHEREAS Client intends to:

Professional Engineering Services for State Street Turn Back Preliminary Design

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

### **ARTICLE 1 – DESIGNATED REPRESENTATIVES**

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For P&N

Name: Matthew Hulst, P.E  
Title: Project Manager  
Phone Number: 231-798-0101  
Facsimile Number: 616-364-6955  
E-Mail Address: mhulst@preinnewhof.com

For Client

Name: Nichole Kleiner  
Title: City Manager  
Phone Number: 231-873-3546  
Facsimile Number: \_\_\_\_\_  
E-Mail Address: nkleiner@cityofhart.com

### **ARTICLE 2 – GENERAL CONDITIONS**

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated, November 17, 2025
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

**ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:**

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated, November 17, 2025
- Scope of Services defined as follows:

**ARTICLE 4 – COMPENSATION:**

- Lump Sum for Services Described in Article 3 above - \$ \_\_\_\_\_ .

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional services are performed.

- Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.
- Other: Maximum not to exceed \$65,600 unless authorized by Owner.

**ARTICLE 5 – ADDITIONAL TERMS (If any)**

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified, or amended, except in writing properly executed by authorized representatives of P&N and Client.

**Accepted for:**

**Accepted for:**

**Prein&Newhof, Inc.**

**City of Hart**

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

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

Printed Name: Barbara Marczak, P.E.

Printed Name: Nichole Kleiner

Title: Team Leader

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
  2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
  3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

**H. Hazardous or Contaminated Materials/Conditions**

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

**I. Underground Utilities** – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

**J. Insurance**

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

**K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

**L. Documents and Data**

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
  2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
  3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

**RESOLUTION 2025-54**

*City Council  
City of Hart, Michigan  
Oceana County*

**AUTHORIZING PURCHASE OF 78” PULL-TYPE MK MARTIN METEOR  
SNOWBLOWER FOR BIOPURE USING BUDGETED MOTOR OPERATIONS FUNDS  
IN THE SEWER FUND**

WHEREAS, the BioPure Department is responsible for maintaining clear and safe access to wastewater treatment facilities, lagoons, and operational areas throughout the winter season; and

WHEREAS, current snow-removal operations rely on a plow, which has become increasingly inefficient due to the lack of adequate space on-site to push and store accumulated snow; and

WHEREAS, upgrading to a pull-type snowblower will allow staff to cast snow away from operating areas, improve maneuverability in confined spaces, and reduce labor and equipment strain during winter operations; and

WHEREAS, funds for equipment purchases are budgeted within the Sewer Fund – Motor Operations for FY 2025–2026; and

WHEREAS, the City obtained the following quotes for a 78” pull-type MK Martin Meteor snowblower:

- Gillison’s Variety Fabrication – \$6,700
- R.H. Wiles Sales, Inc. – \$9,014; and

WHEREAS, Gillison’s Variety Fabrication submitted the lowest responsible quote; and

WHEREAS, the proposed purchase is consistent with budgeted expenditures and will improve winter operations at the BioPure facility.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF HART CITY COUNCIL hereby authorizes the purchase of a 78” pull-type MK Martin Meteor snowblower from Gillison’s Variety Fabrication in the amount of \$6,700, to be paid from the Sewer Fund – Motor Operations.

Passed and adopted this \_\_\_ day of \_\_\_\_\_, 2025.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

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Karla Swihart, City Clerk

# Quote



**Gillison's Variety Fabrication, Inc.**  
 3033 Benzle Hwy. Benzonia, MI 49616 231-882-1921  
 Fax 231-882-5837 www.gillisons.com 800-392-6059

Acc. No.  
MIS54

Date 07/21/2025 Sales Order # 5033620

**Bill To**

CITY OF HART  
407 STATE ST  
Hart MI 49420  
United States

**Ship To**

CITY OF HART  
407 STATE ST  
Hart MI 49420  
United States

**Terms**

DUE ON RECEIPT

Due Date

Disc. Date

Disc. Amount

PO #

**GVF Order Number**

Ship Via

Tracking #

Sales Order #

Salesperson

POCHYLA CODY

**Order Notes:**

CUSTOMER PICK UP

5033620

**Item**

WILES MK-SB78PT  
SNOWBLOWER, 78IN PULL TYPE METEOR

Description

Qty Ord.

Unit Price

Ext. Price

1

\$6,700.00

\$6,700.00

**DISCLAIMER:**

Custom orders nonrefundable. Parts not picked up within 30 days will be charged in full for parts and freight or applicable restocking fee. Interest charged per month on accounts past due. All attorney fees and other cost of collecting this invoice will be paid by the buyer.

**STATE UNDER AGRICULTURAL PRODUCING EXEMPTION**  
 I hereby certify that all items, except as indicated hereon, are intended for use or consumption in connection with the production of agricultural or agricultural products as a business enterprise and agrees to pay the sales tax if used or consumed otherwise. Illegal use of this exemption subjects persons to the penalties of the Sales Tax Act.

|                       |                   |
|-----------------------|-------------------|
| <b>Subtotal</b>       | \$6,700.00        |
| <b>Tax Total (0%)</b> | \$0.00            |
| <b>Shipping</b>       | \$0.00            |
| <b>Discount</b>       |                   |
| <b>Total</b>          | <b>\$6,700.00</b> |
| <b>Less Deposit</b>   |                   |
| <b>Balance Due</b>    |                   |

# R. H. Wiles Sales, Inc.

10273 Mount Hope Rd  
Carson City, MI, 48811-9748  
Phone: 989-584-3836  
sales@wilessales.com

# QUOTE

**Quote No.:** Q004122  
**Quote Date:** 11/18/2025  
**Valid Until:**  
**Ship Via:**  
**Customer ID:**  
**Customer PO:**

|   |   |
|---|---|
| <b>BILL TO:</b><br>United States of America | <b>SHIP TO:</b><br>City Of Hart<br>United States of America |
|---|---|

| NO. | ITEM   | QTY. | LIST PRICE | NET PRICE | EXT PRICE |
|-----|--|------|------------|-----------|-----------|
| 1   | SB78PT: 78" PULL TYPE SNOWBLOWER MK MARTIN METEOR<br>SNOW BLOWER | 1    | 8,284.00   | 8,284.00  | 8,284.00  |
| 2   | SBHR13: CHUTE ROTATOR - HYDRAULIC                                | 1    | 730.00     | 730.00    | 730.00    |
| 3   | DELIVERY:  | 1    | 200.00     | 200.00    | 200.00    |

**Terms:**

|                       |          |
|-----------------------|----------|
| <b>Quote Total:</b>   | 9,214.00 |
| <b>Less Discount:</b> | 0.00     |
| <b>Tax Total:</b>     | 0.00     |
| <b>Total (USD):</b>   | 9,214.00 |

**RESOLUTION 2025-56**

*City Council*

*City of Hart, Michigan*

*Oceana County*

**AUTHORIZING SALE OF CITY-OWNED PROPERTY ON DRYDEN STREET TO THE HIGHEST BIDDER AND AUTHORIZING THE CITY MANAGER TO COMPLETE THE SALE**

WHEREAS, the City of Hart published a Public Notice of Sale by Sealed Bid for City-owned vacant land located on Dryden Street, legally 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)*, with bids to be opened on November 20, 2025 at 1:00 p.m. at Hart City Hall; and

WHEREAS, the City received one sealed bid submitted by Jazmin & Saulo Hernandez, of 1024 S State Street, Hart, MI 49420, in the amount of \$12,000, as documented on the required bid form; and

WHEREAS, the bid received exceeds the minimum acceptable bid established by the City; and

WHEREAS, the City reserved the right to accept the highest bid meeting or exceeding the minimum and to convey the property by Quitclaim Deed; and

WHEREAS, the City Manager recommends awarding the sale to the highest—and only—bidder in accordance with the published bid specifications.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF HART CITY COUNCIL hereby accepts the sealed bid in the amount of \$12,000 from Jazmin & Saulo Hernandez for the sale of the City-owned Dryden Street parcel.

BE IT FURTHER RESOLVED THAT the City Council authorizes the City Manager to complete the sale, receive payment, and execute a Quitclaim Deed on behalf of the City to convey the property to the purchaser.

Passed and adopted this \_\_\_ day of \_\_\_\_\_, 2025.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

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

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Karla Swihart, City Clerk

**BID FORM – DRYDEN STREET PROPERTY SALE**

**PUBLIC NOTICE OF SALE BY SEALED BID**

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

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

**PROPERTY DESCRIPTION**

**Property:** City-owned vacant land located on Dryden Street

**Legal Description:** CITY OF HART STANDARD MAP PLAT D E 148.5 FT OF S 66 FT OF BLK 144

**Parcel ID:** 020-344-005-00

**BIDDER INFORMATION**

Name(s): Jazmin & Saulo Hernandez

Business Name (if applicable): \_\_\_\_\_

Mailing Address: 1024 S. State St.

City / State / ZIP: Hart, MI 49420

Phone: 231-923-3726

Email: jazhdz415@gmail.com

**BID AMOUNT**

I/We, the undersigned, hereby submit a sealed bid to purchase the above-described property for:

**Total Bid Amount:** \$ 12,000.<sup>00</sup>

*(Minimum acceptable bid has been established by the City. Highest qualified bid meeting or exceeding that amount may be accepted.)*

**ACKNOWLEDGMENTS**


By signing below, the bidder acknowledges and agrees that:

1. The property will be conveyed by Quitclaim Deed.
2. The successful bidder must remit full payment within thirty (30) days of notification of award.
3. The sale is subject to all City Council approvals, zoning regulations, and applicable ordinances.

4. The City reserves the right to reject any or all bids, waive irregularities, and accept the bid deemed most advantageous to the City.
5. A confidential minimum acceptable bid has been established by the City to ensure fair market value.

**SIGNATURE**

**Printed Name:** Jazmin Hernandez & Saulo Hernandez

**Signature:** 

**Date:** 11/19/2025

If submitting as a business or organization:

**Authorized Representative Title:** \_\_\_\_\_

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**SUBMISSION INSTRUCTIONS**

Deliver completed bid form and any attachments in a **sealed envelope** labeled **“Dryden Street Property Bid”** to:

**City of Hart**

Attn: Nichole Kleiner, Interim City Manager  
407 S. State Street  
Hart, MI 49420

All bids must be **received no later than 1:00 p.m. on Thursday, November 20, 2025.**

Bids will be **publicly opened and read aloud** at that time in the City Council Chambers.

**RESOLUTION 2025-57**

*City Council*

*City of Hart, Michigan*

*Oceana County*

**AWARDING 3-YEAR TREE SERVICE CONTRACTS FOR STANDARD TREE  
REMOVAL AND POWER LINE CLEARING/TRIMMING**

WHEREAS, the City of Hart issued a Request for Proposals for Tree Services for a three-year term (December 1, 2025 – November 30, 2028), seeking pricing for Standard Tree Removal, Stump Grinding, Emergency Storm Response, and Power Line Clearing/Trimming in accordance with ANSI A92 requirements for work near energized lines; and

WHEREAS, proposals were received and reviewed in accordance with the RFP criteria; and

WHEREAS, for Standard Tree Removal, Custom Tree Service submitted the lowest responsible bid at an hourly rate of \$275 per hour for standard tree removal, hauling, and disposal, and \$2.50 per inch for stump grinding, compared to Dubois Tree & Land Management's rates of \$440 per hour and \$3.50 per inch respectively; and

WHEREAS, for Power Line Clearing/Trimming requiring ANSI A92 compliance, Dubois Tree & Land Management submitted the lowest responsive and responsible bid meeting ANSI A92 certification requirements, with an hourly rate of \$485 per hour; and

WHEREAS, City staff recommends awarding Standard Tree Removal to Custom Tree Service as the lowest responsible bidder, and awarding Power Line Clearing/Trimming to Dubois Tree & Land Management as the lowest responsive and responsible bidder meeting ANSI A92 certification requirements.

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

1. The 3-year Standard Tree Removal contract to **Custom Tree Service** at a rate of **\$275 per hour** for standard tree removal, hauling, and disposal, and **\$2.50 per inch** for stump grinding; and
2. The 3-year Power Line Clearing/Trimming contract to **Dubois Tree & Land Management** at a rate of **\$485 per hour** as the lowest responsive and responsible ANSI A92-certified bidder.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to execute the necessary agreements on behalf of the City.

Passed and adopted this \_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

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Karla Swihart, City Clerk

**CITY OF HART  
MEMORANDUM**

TO: Mayor Klotz and Members of the Hart City Council

FROM: Nichole Kleiner, City Manager

DATE: November 25, 2025

**SUBJECT: Notification – Posting for Temporary Full-Time Patrol Officer Position**

The purpose of this memo is to inform the City Council that the Police Department will be posting a position for a temporary full-time Patrol Officer to address upcoming staffing shortages.

One of our current officers will be placed on light duty for approximately six months due to medical reasons. Following that period, another officer is scheduled for military deployment for one year. These overlapping circumstances will result in a staffing gap of approximately eighteen months, during which the department will be unable to maintain adequate patrol coverage and scheduling stability without additional temporary support.

To ensure continuity of police services, maintain minimum staffing levels, and avoid excessive overtime demands on existing personnel, we will begin the process of posting for a temporary full-time Patrol Officer position with an expected duration of eighteen months.

This memo is provided for the Council's awareness. No action is requested at this time.

**CITY OF HART  
MEMORANDUM**

TO: Mayor Klotz and Members of the Hart City Council  
FROM: Nichole Kleiner, City Manager  
DATE: November 25, 2025

**SUBJECT: Starting Block Utility Costs and Request for Cost-Sharing Adjustment**

The purpose of this memo is to provide an update regarding ongoing discussions with The Starting Block and to request Council direction on utility cost sharing moving forward.

As Council is aware, the City owns the Starting Block building located in the Industrial Park and has historically paid 100% of the facility's utilities and building-related costs. Annual utilities total approximately \$20,000 per year (water, sewer, electric, internet, and garbage). The City also covers all building maintenance, with no offsetting revenue or reimbursement, despite the Starting Block operating independently and generating its own programmatic income. This arrangement has been identified as financially unsustainable for several years.

I attended the Starting Block Board's October meeting to request that the organization assume responsibility for its utility costs. The Board responded with a counterproposal requesting that the City continue covering 50% of the utility costs for the current fiscal year, increasing to 75% reimbursement to the City beginning in FY 2026–2027, and reaching 100% reimbursement in FY 2027–2028.

Given the long-standing nature of this issue and the expectation communicated in prior discussions that the Starting Block would begin transitioning toward financial independence, I recommend that the City adopt a more accelerated but reasonable cost-sharing schedule as follows:

- Beginning this fiscal year: Starting Block reimburses the City for 75% of utility costs (approx. \$15,000)
- FY 2026–2027: Continued 75% reimbursement
- FY 2027–2028 and thereafter: 100% reimbursement

This recommendation balances the City's need to reduce the financial burden on the general and department funds with the operational realities of the Starting Block and its gradual path toward sustainability.

In addition, I suggest that the City and Starting Block develop a revised landlord–tenant agreement to review and clearly define responsibility for building maintenance, parking lots, garbage, and other building-related expenses that default to the City. A formal

agreement will help clarify expectations and support the shared goal of the Starting Block becoming fully self-sufficient and, ultimately, a paying tenant.

This memo is provided for Council discussion and direction. I will proceed based on Council consensus regarding the reimbursement schedule and authorization to begin drafting a revised agreement.