

City of Hart, Michigan
CITY COUNCIL AGENDA
November 12, 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 October 28, 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. Introduction and Adoption of Ordinances; Public Hearings
8. Action Items
 - a. Resolution 2025-48 *Limited IT Services Agreement with Mullen IT Service and Council Member Conflict Disclosure*
 - b. Resolution 2025-49 *Authorize Mayor to Sign MOU with State Treasury to fund budget training for city staff with Maner Costerisan*
 - c. Resolution 2025-50 *Removal of public wi-fi at Hart Commons* Resolution 2025-51 *Update Designated Bank Signers on City Accounts*
 - d. Resolution 2025-51 *Hiring of City Manager*
9. Discussion Items
 - a. Vets Park & Oceana Veterans Coalition Request
 - b. Christmas Parade November 28th
10. City Manager Report
11. Communications from the Mayor and Council (Including board and committee updates)
12. Adjournment –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
OCTOBER 28th, 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 Clerk/Treasurer – Karla Swihart, Deputy City Clerk/Treasurer – Laci McAuliffe, BioPure Superintendent – Paul Cutter, DPW Superintendent – Brad Whitney, Energy Superintendent – Mike Schiller, Parks & Recs Superintendent – Chris Ter Haar, Mitch Foster, Holly Coffey, Christine Juska, Jay Kilgo, Claire Marshall, Sarah Peli, Rolando Salgado, Aubreanna Schater, Daken Schater, and Emily Sigler

APPROVAL OF AGENDA:

- C. Burillo motioned to approve the 1st Amended Agenda and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- Jay Kilgo – City of Muskegon Commissioner and is running for the MI 32 District State Senate, wanted to let you all know I voted for you at the MML. You all did a wonderful job. I don't know how often our state representatives come to a Council meeting or even to the area, as a City Commissioner, I think it's important for our State to connect with our local communities. I want to share why I am running for State Senate, because I believe our communities deserve leadership that truly represents us. Everywhere I go, people tell me the same thing. Health Care costs too much, Schools don't have enough resources they need, Good jobs are hard to find, and prices keep rising faster than our paychecks. Lansing has too many politicians and not enough problem solvers. That is why I am running for State Senate, to bring real solutions here to West Michigan. We can fund our schools so our kids have the tools they need, bring down the cost of healthcare so no family has to go without, we can grow jobs at small businesses, and take care of our farmers who build wealth in our neighborhoods. We can invest in Economic Development that lifts everyone, but to do that, we need good representation, leadership that cares, leaders that fight, and leadership that puts people first. Together, we can build a stronger, more affordable West Michigan.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Council deliberations on City Manager candidates
Our process started with selecting Double Hall Solutions for our search, which was reviewed by the Personnel and Finance committee, and made recommendations to the Council for interviews, ending up with three candidates. had a meet in greet we had last Thursday, and got public input. Friday, candidates were interviewed by three panels. The Community Panel, the Staff Panel, and the City Council received a lot of feedback in this search, which was very beneficial in decision-making.
All council members had a chance to comment on the candidates, and all Council members agreed that any of the candidates would have done well for the City and were impressed. A few concerns are longevity, one was not willing to move to the City, and one was coming from a different State. Hearing from the Community and Staff standing strongly behind Nichole really stood out, and with her already in the role, showing how badly she wants the job, there is always excitement with her, and always ready for the challenge, with being already invested in the community, let's keep the ball rolling. Unanimously, all Council members would like to see Nichole in the role of the City Manager.

CONSENT AGENDA:

- Approval of minutes from October 14th, 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 the Amended Consent Agenda, and was supported by A. Mullen
 - Ayes: 7 Nays: 0 Absent: 0

INTRODUCTION AND ADOPTION OF ORDINANCES; PUBLIC HEARING:

- *Second Reading and Adoption of 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***
 - A. Mullen motioned to approve Amended Zoning Ordinance 1246.02 and was supported by B. Root
 - Ayes: 7 Nays: 0 Absent: 0
- *Second Reading and Adoption of New Ordinance for **Regulating Transitory Food Service Units (Food Trucks)***
 - J. Cunningham motioned to approve the new Ordinance for Food Trucks and was supported by A. Mullen
 - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2025-45 Hart Solar – Second Amendment to Easement Agreement
WHEREAS, the City of Hart entered into an Easement Agreement dated March 25, 2025, with Hart Solar Partners, LLC, a Delaware limited liability company, to grant certain utility and access easements over City-owned property located in Hart Township, Oceana County, Michigan; and
WHEREAS, the Easement Agreement was previously amended by the *Amendment of Easement Agreement* dated July 17, 2025, to adjust the Easement Premises to reflect field conditions encountered during project construction; and
WHEREAS, following additional third-party improvements and site modifications, further adjustments to the Easement Premises are necessary to align with the as-built utility configuration; and
WHEREAS, the *Second Amendment to Easement Agreement*, dated October 28th, 2025, replaces *Exhibit B (Easement Premises)* to reflect the revised easement area while reaffirming all other terms of the prior agreements; and
WHEREAS, City staff and the City Attorney have reviewed the proposed *Second Amendment to Easement Agreement* and recommend its approval to ensure accurate legal documentation of the easement boundaries and continued coordination with Hart Solar Partners, LLC; and
WHEREAS, in order to promote and protect the City's interests and to ensure proper documentation of property rights, the City Council hereby declares:
NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:
 1. *Approves the Second Amendment to Easement Agreement between the City of Hart and Hart Solar Partners, LLC, substantially in the form presented.*
 2. *Authorizes and directs the Mayor and City Clerk to execute the agreement and any related documents on behalf of the City, and to record the executed document with the Oceana County Register of Deeds.*
 - A. Mullen motioned to approve Resolution 2025-45 and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2025-46 Acceptance of Great Lakes Engineering Group Proposal for Underwater Bridge Inspection of State Street Bridge (STR 8409)

WHEREAS, Chapter 210 of the Codified Ordinances of the City of Hart governs purchasing and contracts; and WHEREAS, Section 210.04(a) of said ordinance provides that *“the City Manager shall solicit bids from at least two of such qualified prospective bidders as are known to him or her by sending each a copy of the notice requesting bids and notice thereof shall be posted in the City Hall,”* and further authorizes the City Council to *“reject any or all bids and to waive irregularities in bidding and to accept bids which do not conform in every respect to the bidding requirements”* when it determines that the public interest will be better served; and WHEREAS, bridges that span waterways or rivers with flow depths of ten (10) feet or more are required under National Bridge Inspection Standards and MDOT bridge inspection guidelines to undergo an underwater bridge inspection to determine the condition of the submerged structure and channel; and WHEREAS, the State Street Bridge (STR 8409) over Hart Lake / Pentwater River has an approximate water depth of fifteen (15) feet and therefore requires an underwater inspection every five (5) years, with the previous inspection completed in November 2020 and the next inspection due in November 2025; and WHEREAS, the City was not made aware of the upcoming inspection requirements until October 9th, 2025, leaving insufficient time to obtain multiple bids in accordance with City ordinance, while ensuring completion of the inspection within the required five-year timeframe; and WHEREAS, underwater inspections are not safe to conduct past November due to rapidly dropping water temperatures and changing weather conditions, making it necessary to perform the inspection in October or early November 2025 to maintain diver safety and compliance with inspection standards; and WHEREAS, Great Lakes Engineering Group (GLEG), which successfully performed the City’s 2020 underwater bridge inspection, has submitted a proposal to complete the 2025 inspection for a lump sum cost of \$6,700.00; and WHEREAS, due to the highly specialized nature of the work, the limited number of qualified contractors are meeting federal and state safety standards, and the short timeline before weather conditions make diving unsafe, only one qualified quote was obtained; and WHEREAS, City Council finds that accepting the proposal from Great Lakes Engineering Group serves the best interest of the City, ensures compliance with federal and state bridge inspection requirements, and satisfies the intent of Section 210.04 by documenting good faith efforts to obtain multiple bids and acting in the public’s best interest under time-sensitive and safety-driven circumstances.

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

1. *Accepts the proposal from Great Lakes Engineering Group for the underwater bridge inspection of State Street Bridge (STR 8409) in the amount of \$6,700.00:*
2. *Authorizes the City Manager to execute all necessary agreements and related documents on behalf of the City; and*
3. *Waives the requirements for multiple bids under Section 210.04(a) of the City’s Codified Ordinances due to the late notification of the requirement, limited time to solicit additional quotes, and unsafe diving conditions beyond November.*

- C. Burillo motioned to approve Resolution 2025-46 and was supported by B. Root
 - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2025-47 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 be the new City Manager:

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

1. *Offers Nichole Kleiner the position of City Manager and authorizes the Mayor and City Council to enter into negotiations to secure an Employment Agreement.*
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 Meyer, PLC, and subject to review and final approval by the City Council.*

- C. Burillo motioned to approve Resolution 2025-47, and was supported by D. Hodges
 - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Safe Routes to School Information Public Meeting November 3rd, 2025, at 5:30 pm – 7:00 pm. Residents along the trail were notified directly by letter in the mail.
- November 11, 2025, City Council meeting has been moved to November 12th, in observation of Veterans Day
- ZBA hearing set for November 12th at 7:00 pm prior to the Council meeting to hear a variance request for Oceana Soap Co. at 49 S State St

INTERIM CITY MANAGER'S REPORT:

Status of ongoing projects:

- City Hall floors – asbestos abatement completing today (10/28). New flooring install scheduled to begin 10/29.
- Purchase agreement terms with Dark Water Coffee Roasters to purchase a lot in Industrial Park are in progress.
- Hart Plaza Streetscape Project – meeting with engineers 10/15/2025, on schedule to begin in March 2026. Trying to determine the effect on the 2026 downtown events.
- Revised Industrial Park Covenants – two verbal commitments to sign
- Veterans Park – reviewing budget for available funds, Oceana County Veterans Coalition has been waiting 12 months for a commitment from the City on cost-sharing to replace the brick memorial.
- Water Tower easement – waited 2 months for JSJ Corp (GHSP) attorney to produce easement docs with no results, turned over to City attorney on 10/01/2025, follow up: attorney recommends a parcel split so City “owns” the land surrounding the tower.
- Redevelopment Ready Certification pending items:
 - Adopt a green infrastructure ordinance is the only pending item
 - Met with MEDC last week – our representative is comfortable asking her boss to reinstate Hart’s certification with the understanding that we are working on the green infrastructure ordinance revisions
- Ceres Solution – TIFA opening project up for bids again in November with slightly revised submission criteria and emphasis on heavily promoting the site through all possible avenues.
- SRTS – trying to get up to speed with this project, meeting with committee on 10/17/2025

Staffing changes, policy updates, internal improvements

- Open positions posted: City Manager
- Open positions under consideration: 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:

- Vets Park, STRS Plum street right of way alignment project, downtown speakers, water rate study in progress

Events:

- 10/31 Downtown business trick-or-treating 3-5 pm
- 10/31 Citywide trick-or-treating 6-8 pm

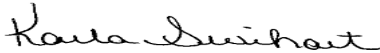
COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- C. Burillo – Cemetery Board Meeting, November 17th at 7 pm, location Hart Township Hall
Also, please be mindful of your neighbors who are currently in hardship with the Government shutdown currently, 13% of residents rely on SNAP. If able to help, please consider donating to local food pantries, your church, or just help where you can.
- Mayor Klotz – Thank you to our City Manager finalist. Thank you to our residents, community members, and our staff. Through this process, all of the input was gratefully appreciated and did help make a lot of decisions.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:25 pm. The next regularly scheduled meeting will be on November 12th, 2025, at 7:30 pm.

Respectfully Submitted



Karla Swihart, City Clerk

Payables Date 11.12.2025	Description	Total	General +	DPW	Energy	BPTF	Water
ACE 1 Port-A-Potties	Portable Restroom - Disc Golf Course	\$ 100.00			\$ 100.00		
ACE 1 Port-A-Potties	Portable Restroom - Vets Park	\$ 175.00			\$ 175.00		
ACE 1 Port-A-Potties	Portable Restroom - JGP Boat Launch	\$ 100.00	\$ 100.00				
Advanced Steel Fabrication	Chipper Blades	\$ 200.00		\$ 200.00			
Brickley DeLong	Accounting/Audit Assistance	\$ 980.00	\$ 245.00		\$ 245.00	\$ 245.00	\$ 245.00
BS&A Software	Annual Renewal - HR/Fixed Assets/Assessing	\$ 1,503.00	\$ 1,503.00				
Cintas	Bathroom Supplies - Hart Commons 10/28	\$ 63.17	\$ 63.17				
City of Hart	Utilities	\$ 69,437.17	\$ 4,020.38	\$ 1,104.65	\$ 1,994.84	\$ 56,961.61	\$ 5,355.69
Consumers Energy	Utilities	\$ 233.02			\$ 233.02		
Cummins Sales & Service	Maintenance/Repairs - East Main Liftstation	\$ 2,585.28				\$ 2,585.28	
Cummins Sales & Service	Maintenance/Repairs - Polk Rd Liftstation	\$ 2,018.78				\$ 2,018.78	
Cummins Sales & Service	Maintenance/Repairs - Polk Rd Liftstation	\$ 458.10				\$ 458.10	
Dacott	Power Purchase Report	\$ 650.00			\$ 650.00		
Dave's Party Store	Fuel - Historic/JGP	\$ 76.09	\$ 76.09				
Dave's Party Store	Fuel - DPW	\$ 370.69		\$ 370.69			
Demel, Samuel	Reimbursement - City Manager Applicant	\$ 640.92	\$ 640.92				
Detroit Pump	Parts/Supplies	\$ 3,874.39				\$ 3,874.39	
Double Haul Solutions LLC	Executive Search - City Manager Payment 2 of 4	\$ 4,660.25	\$ 4,660.25				
Double Haul Solutions LLC	Executive Search - City Manager Payment 3 of 4	\$ 3,873.75	\$ 3,873.75				
Echo Publishing Inc.	Advertising/Publishing	\$ 494.00	\$ 494.00				
Hansen Foods	Supplies - City Manager Meeting/Interview	\$ 385.10	\$ 385.10				
Hart Cemetery Commission	2025 Summer Tax Disbursement Batch 8/Disp 8	\$ 42.88	\$ 42.88				
Hart Lake Improvement Board	Annual Hart Lake Improvement - City	\$ 15,000.00			\$ 15,000.00		
Hydrocorp	Cross Connection Control Program	\$ 764.00					\$ 764.00
Klotz Auto Parts	Auto Parts/Supplies - Oct 2025	\$ 1,333.28		\$ 681.79	\$ 651.49		
Lara	LIEAF Payment	\$ 1,342.50			\$ 1,342.50		
Larson's ACE Hardware	Parts/Supplies	\$ 1,639.55	\$ 425.42	\$ 503.28	\$ 419.92	\$ 290.93	
Lighthouse Car Care	Tires - DPW Superintendent Truck	\$ 1,120.00		\$ 1,120.00			
Linck Law, PLC	401/457b Assistance/Services	\$ 7,050.00	\$ 7,050.00				
Linde Gas & Equipment	Cylinder Rental	\$ 127.54			\$ 127.54		
Maner Costerisan	Auditing Services - June 30 2025 YR End	\$ 2,200.00	\$ 550.00		\$ 550.00	\$ 550.00	\$ 550.00
Mike's Auto Body	Repairs - 2022 Ford Police Cruiser	\$ 279.14	\$ 279.14				
Model Coverall Services	Uniforms/Rags/Rugs	\$ 136.03				\$ 136.03	
MPPA	Purchased Power - 11/4	\$ 28,920.55			\$ 28,920.55		
MPPA	Purchased Power - 10/28	\$ 29,487.53			\$ 29,487.53		
MWEA	Annual Membership Dues - B. Whitney	\$ 100.00					\$ 100.00
Oceana's Herald-Journal	Subscription Renewal	\$ 74.00	\$ 74.00				
Pitney Bowes	Postage	\$ 501.81	\$ 125.46		\$ 125.45	\$ 125.45	\$ 125.45
Power Line Supply	Parts/Supplies	\$ 4,036.93			\$ 4,036.93		
Power Line Supply	Parts/Supplies	\$ 194.00			\$ 194.00		
Power Line Supply	Credit Memo	\$ (17,246.25)			\$ (17,246.25)		
Power Line Supply	Parts/Supplies	\$ 82.00			\$ 82.00		
Power Line Supply	Parts/Supplies	\$ 17,331.79			\$ 17,331.79		
Quill	Credit Memo	\$ (106.82)	\$ (106.82)				
Quill	Office/Cleaning Supplies	\$ 104.69	\$ 104.69				
Republic Services	Garbage Services - Starting Block	\$ 195.86			\$ 195.86		
Republic Services	Garbage Services - Overages City Hall	\$ 108.80	\$ 108.80				
Republic Services	Garbage Services - Washington Lot Dumpster	\$ 246.42		\$ 246.42			
Republic Services	Garbage Services - Contract	\$ 18,567.80		\$ 18,567.80			
Republic Services	Garbage Services - Bike Trail	\$ 64.96	\$ 64.96				
Republic Services	Garbage Services - JGP	\$ 547.91	\$ 547.91				
Ricoh	Copier Overage Fees	\$ 132.91	\$ 132.91				
Routley, David	Utility Deposit Refund	\$ 53.57			\$ 53.57		
State of Michigan EGLE	Annual Community Water Supply Fee	\$ 1,710.30					\$ 1,710.30
Synowave	Internet	\$ 301.71		\$ 91.75		\$ 209.96	
T & R Electric	Three Phase Pad Mounts W/O Taps	\$ 18,891.77			\$ 18,891.77		
T & R Electric	Single Phase Pad Mounts W/O Taps	\$ 4,552.73			\$ 4,552.73		
Tanner Plumbing & Heating	Parts/Supplies	\$ 185.59		\$ 185.59			
Trace Analytical Labs	Water Testing	\$ 1,970.30				\$ 1,970.30	
Tractor Supply	Parts/Supplies Oct 2025 Purchases	\$ 790.74				\$ 790.74	
Vanguard Fire & Security Systems	Fire Extinguisher Inspection - Wells	\$ 239.50					\$ 239.50
Wadel Stabilization	Wastewater Improvements Application 4	\$ 3,066,433.20				\$ 3,066,433.20	
Wilson Chemical Solutions	Chemicals	\$ 10,935.80				\$ 10,935.80	
Windridge	Uniforms/Shirts	\$ 390.00				\$ 390.00	
	Sub-total	\$ 3,313,713.73	\$ 25,461.01	\$ 23,071.97	\$ 108,115.24	\$ 3,147,975.57	\$ 9,089.94
HAND CHECKS/ACH/EFT							
Sub-Total Regular Bills/Hand Checks		\$ 3,313,713.73	\$ 25,461.01	\$ 23,071.97	\$ 108,115.24	\$ 3,147,975.57	\$ 9,089.94
Gross Payroll	PR247	\$ 81,123.86					
Gross Payroll							
Gross Payroll							
	Sub-Total	\$ 81,123.86					
	GRAND TOTAL	\$ 3,394,837.59	\$ 25,461.01	\$ 23,071.97	\$ 108,115.24	\$ 3,147,975.57	\$ 9,089.94



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 11th, 2025

RECENT EVENTS

From Thursday, October 23rd, 2025, through Wednesday, November 5th, 2025, the Hart Police Department received 51 complaints ranging from Found Property, Property Damage Crashes, Medical Assists, Larcenies, Vehicle Violations, Assist to Other Agencies, Juvenile Complaints, Assault & Batteries and Warrant Arrests.

On Friday, October 24th, 2025, Sgt. Skipski presented two drug recognition classes to Hart High School students in Mrs. Hlady's health class. The class consisted of lectures, identification of paraphernalia, and a question-and-answer session. The class is designed to make students aware of current laws, drug trends, and paraphernalia being used.

On Friday, October 24th, 2025, the Hart Police Department conducted a traffic stop on Polk Road near Oceana Drive, regarding a traffic violation. While speaking with the driver, a 27-year-old Shelby man, an odor of intoxicants was detected emitting from the vehicle. After an Operating While Intoxicated investigation, the man was cited for Operating a Motor Vehicle with Open Intoxicants (Alcohol).

On Saturday, October 25th, 2025, the Hart Police Department was dispatched to Polk Road near Oceana Drive, referencing a Property Damage Crash. A 38-year-old Hesperia man was traveling west on Polk Road and failed to yield for a 36-year-old Holland man traveling south on Oceana Drive. No injuries were reported to the officer as a result of this collision. The Hesperia man was cited for Failure to Yield.

On Saturday, October 25th, 2025, the Hart Police Department conducted a traffic stop on State Street near Church Street, regarding a Vehicle Violation. The driver, a 64-year-old Hart man, was run in LEIN (Law Enforcement Information Network) and showed a revoked driving status. The vehicle was also run in LEIN, showing it to have no insurance. The man was issued a citation for Driving a While License Suspended 2nd Offense and Operating a Motor Vehicle without Insurance.

On Wednesday, October 29th, 2025, Officer Moore and Officer Hintz participated in the annual Trunk-or-Treat Event at the Oceana County Department of Health and Human Services parking lot. The officers were able to pass out candy and junior police officer stickers to all in attendance.

On Saturday, November 1st, 2025, Officer Hoekstra participated in the annual Hometown Heroes event at Tractor Supply in Hart. Officer Hoekstra passed out coloring books along with junior police officer stickers. The Hart Police Department was also presented with a \$250 donation. This generous donation will be placed in our T.E.A.M. (Teaching, Educating, and Mentoring) School Resource Program fund.

On Wednesday, November 5th, 2025, the Hart Police Department was dispatched to the 800 block of Griswold Street for a 36-year-old Twin Lake, Michigan, man who had an active/valid Felony warrant for his arrest out of Muskegon County. The man was located and taken into custody without incident. The man was lodged at the Oceana County Jail.

On Wednesday, November 5th, Sgt. Skipski conducted Skid Car training to various high school CTE students from several counties. The training consisted of a lecture, safety briefing, and hands-on driving for those students who completed driver's training. The training culminated in a debriefing and question-and-answer sessions.



Respectfully,

J. Salazar,
Chief of Police

RESOLUTION 2025-XX

*City Council
City of Hart, Michigan
Oceana County*

**RESOLUTION AUTHORIZING LIMITED IT SERVICES AGREEMENT WITH
MULLEN IT SERVICE AND ACKNOWLEDGING 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 Service is consistent with the 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 CITY COUNCIL HEREBY:

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 Service for limited, as-needed IT support.
3. Authorizes the Interim City Manager to execute a short-form professional services agreement with Mullen IT Service not to exceed \$3,000 annually, consistent with applicable procurement procedures.
4. Affirms that this authorization complies with the requirements of Michigan Public Act 317 of 1968.

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

City of Hart, Michigan

Pursuant to Public Act 317 of 1968 (MCL 15.321–15.330)

Name: Andrew Mullen

Position: City Council Member

Business Name: Mullen Family Enterprises, LLC, DBA: Mullen IT Service

Business Address: 181 W Main St, Hart, MI 49420

Nature of Business: Information technology support and consulting

Disclosure

In accordance with Michigan's Contracts of Public Servants with Public Entities Act (Public Act 317 of 1968), I hereby disclose that I, as a member of the City Council for the City of Hart, have a pecuniary interest in the provision of certain information technology (IT) services to the City.

These services may include, but are not limited to:

- Computer hardware and software troubleshooting,
- Network support and maintenance,
- General IT consulting and technical assistance.

I understand that:

- I may not participate in or vote on any decision of the City Council relating to this agreement or any related contract,
- The City Council must approve such an agreement by a two-thirds vote of its remaining members, and
- This disclosure will be filed with the City Clerk and maintained as part of the public record in accordance with MCL 15.323(2).

Signature: _____



Date: _____

10/31/25

RESOLUTION NO. 2025-49

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

**AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH
THE MICHIGAN DEPARTMENT OF TREASURY AND ENGAGEMENT 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 evaluating Hart's internal financial systems, rather than soliciting competitive bids for this limited-scope project;

NOW, THEREFORE, BE IT RESOLVED THAT:

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.

YEAS: _____ NAYS: _____ ABSENT: _____

RESOLUTION DECLARED ADOPTED this ____ day of November, 2025.

Karla Swihart, City Clerk

MEMORANDUM OF UNDERSTANDING
between the
MICHIGAN DEPARTMENT OF TREASURY and
the CITY OF HART

I. Introduction

The Community Services Division (CSD) provides financial assistance to help strengthen the long-term financial position of local governments engaged by the Department of Treasury (Treasury). The purpose of the Memorandum of Understanding (MOU) between Treasury and the City of Hart (City) is to identify the responsibilities of the parties in supporting a budget analysis and cost allocation services project for the City. Under this MOU, Treasury will reimburse the City for the costs of the budget analysis and cost allocation services related to the projects identified.

The authorized project by Treasury is between the City and a Vendor for budget analysis and cost allocation services to review the following services, with Treasury funding each request for reimbursement, up to the associated not-to-exceed amounts:

- Budget Analysis and Cost Allocation Services – not to exceed \$18,500.00

This project was authorized by Treasury on October 28, 2025, and has a tentative completion date of September 30, 2026.

II. Term

This MOU shall remain in effect until September 30, 2026, or until up to \$18,500.00 have been reimbursed by Treasury to the City and for such time as the appropriated funds are available.

III. Limitations on Costs

Under this MOU, Treasury will reimburse up to \$18,500.00 to the City for the costs of the budget analysis and cost allocation services project. Any request for reimbursement must come from the City and may not be submitted by a contractor or third party. No representation should be made that these funds can be made available to any other party or for any other purpose than that outlined in this MOU.

IV. Treasury Responsibilities

Treasury will authorize payment of invoices upon receiving a request with documentation from the City and after determining that the costs are within the scope of this MOU.

V. Agency Responsibilities

The City shall provide Treasury with copies of all relevant contracts and will provide itemized monthly invoices and provide proof of payment of those invoices to request reimbursement. The City will maintain documentation supporting the disbursement. Treasury will maintain copies of the proposal from the Vendor and all documentation from the City.

The City agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this MOU.

VI. Joint Obligations

The parties shall cooperate with one another under this MOU, and upon the reasonable request of any Party, share reporting, payment history, expenditure planning, and other information as may become necessary relative to this MOU. This section shall survive termination of this MOU for purposes of audit review and records management.

VII. General Provisions

- A. This MOU contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU shall be deemed or exist to bind the Parties.
- B. This MOU may be modified, in writing, upon the mutual written approval of the Parties.
- C. The Parties agree that faxed, or pdf, or electronic signatures of the Parties shall be binding and enforceable and that this MOU may be executed in one or more counterparts.
- D. Treasury has designated funding to provide technical and administrative support for improvements in financial management in local governments and schools. These funds should be used for the projects detailed on the award letter and should provide targeted financial resources to districts that can help achieve fiscal stability. These funds are based upon availability.

(Signature Page Follows)

FOR THE MICHIGAN DEPARTMENT OF TREASURY:

Kevin A. Smith, Deputy State Treasurer

FOR THE CITY OF HART:

Amanda Klotz, Mayor

Karla Swihart, City Clerk



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

📠 517.323.6346

October 10, 2025

City of Hart
Hart, Michigan

Maner Costerisan is pleased that the City of Hart (City) has expressed interest in our firm and our local government expertise. We are submitting the following proposed engagement letter for consideration.

The purpose of this engagement letter is to identify the scope of available accounting, finance, and consulting services, the specific services anticipated at this time and confirm the terms of our engagement.

Scope of Services

The scope of accounting, finance, and consulting services that can be provided to the City are outlined below.

We understand that our duties will potentially help ensure the completion of the following items:

- Review the current budget, chart of accounts, and organizational structure to understand existing cost distribution practices.
- Identify all direct and indirect costs associated with general government operations that support enterprise funds such as Hydro, Water, and Sewer.
- Evaluate current cost allocation methods and determine whether they align with applicable accounting standards and best practices.
- Conduct interviews or discussions with key staff to understand work functions, support services, and shared resource usage.
- Develop a comprehensive cost allocation framework that defines appropriate allocation bases for each major function or department.
- Calculate recommended cost allocations using current budget data to show how shared costs should be distributed across funds.
- Provide written recommendations for adjustments to improve equity and consistency in cost charging.
- Design a user-friendly cost allocation model or tool (e.g., Excel-based) that allows staff to update and apply the methodology in future budget cycles.
- Document assumptions, formulas, and data sources to ensure transparency and repeatability of the process.
- Present findings and the allocation tool to management and answer questions regarding methodology and implementation

City Responsibilities

The City is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to ensure compliance with policies, procedures, and applicable laws and regulations.

City management will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Maner Costerisan, providing overall direction and oversight for each service, reviewing, approving, and accepting the results of the work.

You are responsible for making all key employees, financial records, and related information available to us. We understand that you are responsible for the accuracy and completeness of information, and the responsibility for the financial information remains with the City, provided however that, we agree to use our reasonable diligence to review and notify you of any accuracy or completeness concerns that we may become aware of with respect to the information provided to us by the City. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets, by the City. We will not audit, examine, or review the information as we provide our services under this engagement. The services we perform in our engagement will be heavily influenced by the representations that we receive from City personnel, provided however that we agree to use our reasonable diligence and professional expertise and experience to review the representations that are received from City personnel, and we agree to promptly inform City management of any concerning information or representations we become aware of. Accordingly, false representations could cause inaccurate findings and, therefore, inappropriate recommendations may be developed, and critical recommendations may go unidentified. By signing this letter, you understand and accept responsibility for the accuracy and completeness of the information provided to us by your personnel.

You agree to assume all management responsibilities and oversee all services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to oversee the services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services

You retain responsibility for performing management functions and making management decisions, including but not limited to, the adequacy of the City's policies and procedures. Accordingly, we may submit to you journal entries, listings of transactions or other entries or changes or a summary of these for your approval, if applicable. You should review these items and contact us regarding any questions or changes that you wish to be made. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

As indicated above, management is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. A list of information and assistance that management will need to provide will be supplied by us, as necessary. Your failure to provide this information in a timely manner may impair our ability to provide service and may result in increased fees.

To the extent allowable by law, the City agrees that any final reports issued by Maner Costerisan in the conduct of our services engagement are intended solely for the information and use of City staff, management, and the governing body. Any such reports may include wording that describes the limitations on their distribution.

Maner Costerisan Responsibilities

Maner Costerisan is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Maner Costerisan will be responsible for reporting or otherwise communicating to City management and/or the City Board any findings or recommendations it determines necessary, resulting from the accounting and consulting services provided.

Additional Terms and Responsibilities

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our services, indicating that errors, fraud, or illegal acts may have occurred. In addition, we will inform the City of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that potentially may have occurred.

You are responsible for the safeguarding of assets, for the proper recording of transactions in the general ledger, for the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the engagement. You also have the final responsibility for any filings we do on your behalf and, therefore, the appropriate officials should review them carefully before an authorized officer signs and submits.

If, during our work, we discover information that affects prior information, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior information. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to assist in adjusting information and/or filings as part of this engagement.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for Maner Costerisan, we will be due a finder's fee equal to 150% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

We will utilize Suralink, a collaborative, virtual workspace in a protected, online environment. Suralink permits real-time collaboration across geographic boundaries and time zones and allows Maner Costerisan and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use Suralink, you may be required by the provider of Suralink to execute a client portal agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of Suralink and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of Suralink.

Maner Costerisan is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by Maner Costerisan.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

We may use a third-party service provider to assist us where necessary to help provide professional services to you or support the needs of our firm. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.

By accepting the terms and conditions of our engagement, you consent to the disclosure of your confidential information to third-party service providers, if such disclosure is necessary to deliver professional services to you or provide support services to our firm. In certain circumstances, we may require a separate written consent from you before your information is transmitted to a third party.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication or e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim. You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

City of Hart and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the appropriate court of the County in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We do not accept original records and documents. Electronic versions of original records and documents should be provided to us through the secure portal noted above. These copies of your records and documents are solely for our documentation purposes and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days (unless otherwise stated). Professional standards preclude us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not

to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 8 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

State, federal, and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e., information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We treat all client information, including PII, as confidential and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You agree to only provide us with information, including PII, that is necessary for us to provide services to you in accordance with the Agreement.

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and

a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Our services under this Agreement do not constitute investment advice. Our services under this Agreement do not constitute legal advice.

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Maner Costerisan shall, during the term of the engagement and for 3 years after termination of same by either you or us, maintain in full force and effect, accountants' professional liability and cyber liability insurance coverage from an insurer or insurers licensed to conduct business in the state of Michigan. Premiums for said insurance policy shall be paid by Maner Costerisan.

Upon your written request, Maner Costerisan shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate, as required by you.

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each year is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement for any given year.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt by the City. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel time/costs, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at the hourly rates noted below, based on the actual hours worked, including travel time.

While actual costs will be billed, we estimate that this project, based on the scope of services identified, will cost between **\$12,000 and \$18,500**.

Our rates increase annually (January 1) on an incremental basis.

Associate	\$ 195
Manager	235
Senior Manager	284
Principal	395

Our initial assessment and commencement of the services will require a mixed time from various levels of staffing. We will work as efficiently and effectively as possible to maintain reasonable costs. We will bill the City for any costs based on the value of the services received from our team members involved until our services are no longer needed. Our ability to keep costs down is predicated on City staff cooperation and providing necessary information on a timely basis. If the City would like additional assistance over the noted elements those hours will also be billed at the rates noted after approval is given.

All projects/services detailed in the scope of services section would be billed at the hourly rates noted above, as requested. With an engagement such as this, the City has 100% control over the hours to be invested in the project and the resulting cost. We will bill the City for all the time spent on each phase of the engagement as we conduct the services. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed the entire scope of service. You will be obligated to compensate us for all the time expended and to reimburse us for all out-of-pocket costs through the date of termination

We will bill the City as the work progresses and only bill for the value of the services provided during the project. We will invest the time required to ensure that the professional relationship we develop with the City remains strong and we continue to be the City's trusted advisor in all financial matters. We will rely on the City to monitor the cumulative fees and expenses charged and notify us if and when the cumulative amount approaches the total appropriated level, if applicable.

If the City were to need additional services rendered by other team members, those hours would be billed at the following rates:

<u>Team Member Level</u>	<u>Hourly Rate</u>
Principal	\$ 290 - 430
Manager/Senior Manager	220 - 290
Associate	150 - 220
Administrative	100 - 200

Maner Costerisan may perform additional services upon receipt of a request from the City with terms and conditions that are acceptable to the City and Maner Costerisan.

This engagement letter contains all the terms of the engagement between City of Hart and Maner Costerisan,

collectively, with respect to the services anticipated.

The terms and conditions of this engagement letter may only be amended through written mutual agreement of Maner Costerisan and the City of Hart.

This engagement letter is enforceable only by the Parties. No other person may enforce any of the terms contained in this engagement letter, nor is this letter or relationship intended to confer third party beneficiary status on any third party.

Very truly yours,

Maner Costerisan PC

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. We look forward to developing a professional relationship with City of Hart.

This letter correctly sets forth the understanding of City of Hart:

By: _____

Title: _____

Date: _____

RESOLUTION 2025-50

City Council City of Hart, Michigan Oceana County

REMOVAL OF PUBLIC WIRELESS INTERNET 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 for 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 THAT THE 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.

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

Ayes:_____ Nays:_____ Absent:_____

Karla Swihart, City Clerk

CITY OF HART
COUNTY OF OCEANA, MICHIGAN

At a regular meeting of the City Council of the City of Hart, held at the City Hall, 407 State Street, within the City, on the 12th day of November, 2025, at 7:30 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Member _____ and seconded by Member _____.

RESOLUTION NO. 2025-52

RESOLUTION REGARDING HIRING OF CITY MANAGER

WHEREAS, former City Manager, Rob Splane, resigned from his position on August 1, 2025;

WHEREAS, , Nichole Kleiner, has been serving as Interim City Manager since August 12, 2025;

WHEREAS, the City engaged Mitch Foster of Double Hall Solutions to assist in the hiring of a new City Manager;

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, IT IS RESOLVED that the City Council hereby:

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.

Roll call vote required. Motion must be adopted by a majority.

AYES: Members: _____

NAYS: Members: _____

ABSTAIN: Members: _____

APPROVED by the City Council of the City of Hart at a regular meeting at 7:30p.m. local time on November 12, 2025.

RESOLUTION DECLARED AND ADOPTED.

Karla Swihart, City Clerk/Treasurer
City of Hart

STATE OF MICHIGAN)
)ss.
CITY OF HART)

I, the undersigned, the duly qualified and acting Clerk/Treasurer of the City of Hart, Oceana County, Michigan (the “City”), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a public meeting on August 26, 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, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

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

Karla Swihart, City Clerk/Treasurer
City of Hart

OCEANA COUNTY VETERANS COALITION

August 30, 2025

Hart City Council
407 State Street
Hart, MI 49420

Dear Hart City Council,

In 2010 the local Veteran organizations in Oceana County established a coalition to create the 'brick memorial' at Veterans Park in Hart. The initial installation of the bricks did not use best practice methods for sourcing and maintaining the bricks. Therefore, over the past 15 years most of the bricks need to be replaced.

In conjunction with the city's initiative to beautify and re-develop portions of Veterans Park, we would like to replace the bricks for the brick memorial. We understand the city intends to keep the brick memorial. In June, we negotiated with the Hart City Manager the following procedure to replace the bricks at the memorial:

- Split the purchase of new bricks 50/50 between the city and our coalition.
- The coalition installs the new bricks in the current designated memorial.
- The city owns the maintenance, snow removal, and general upkeep of the memorial.
- The coalition manages the on-going operations of brick sales.

To mitigate the issues currently associated with the brick memorial we plan to do the following: the new bricks will be purchased from a trusted vendor that specializes in brick memorials, we will be weather sealing the bricks, and we will continue to monitor the general upkeep of the memorial.

Attached is the financial costs associated with purchasing the new bricks. We are requesting the City of Hart to reimburse and or provide a 50% share of the costs.

Sincerely yours,

Oceana County Veterans Coalition

CONTACT

LARENA KRAMER | (231) 301-4346 | PRESIDENT- OCVC

ADDENDUM:

Previous Notes with City Manager:

We met with the city manager on June 24th. Here's the outcome of the meeting:

- The DNR is okay with Hart using the DNR funds to replace the bricks now.
- Park construction is due to begin next summer (2026).
- The contractor estimated \$32.50 per brick replacement and 800 total bricks.
- The Veterans Coalition (our brick committee) will continue to own and operate the brick program. The city of Hart will own the clean-up and general upkeep of the brick area.
- The City of Hart would like to split the costs of replacing the bricks 50/50.

Supplier:

The supplier we've chosen is bricksrus.com. Their cost per brick, guarantee, shipping and options are the most competitive.

From BricksRus: The process we use to engrave our bricks is laser (Perma-Grav™), fill and sandblasting. Perma-Grav™ is a patent-pending process that produces the ultimate in durability for brick engraving. Perma-Grav™ was developed and tested in the most rigorous environments and is proven to be a great option. We offer a lifetime guarantee with all of our processes.

In fact, in the over 30 years we have been in business, we have never had to replace any of our custom engraved bricks due to cracking or any degradation to the engraving from our process or due to weather. If for any reason you are not satisfied with your Bricks R Us product, we will gladly replace it at no charge (so long as the bricks/tiles were not broken on site). Since the paint used on each brick can erode due to poor maintenance and Bricks R Us has no control over how the bricks are treated, we cannot guarantee the paint within the bricks. If you follow our cleaning instructions, the paint will last.

Costs:

Current Replacement Breakdown:

bricksRus pricing:	\$22
total # of bricks:	654
	\$14,388
Cost to Hart:	\$7,194
Cost to Brick Cmte:	\$7,194