

City of Hart, Michigan
CITY COUNCIL AGENDA – 2nd AMENDED
September 23, 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. *S Hegg Real Estate Regarding Proposal for 3 E Main St*
 - ii. *Daniel Leonard, EDFP, Senior Redevelopment Services Director, Michigan Economic Development Corporation*
6. Consent Agenda:
 - a. Approval of Minutes from September 9, 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 2025-32 *Consenting to the Sale of 3 E Main St to S Hegg Real Estate*
 - b. Resolution 2025-33 *Grant License for Right of Way Encroachment*
 - c. Resolution 2025-34 *Authorize Submission of Sealed Bid for Dump Truck*
 - d. Resolution 2025-35 *Authorize Replacement Flooring in City Hall After Water Damage*
 - e. Resolution 2025-36 *Designate Street Administrator for MDOT*
 - f. Resolution 2025-37 *Authorize Transfer of Funds from Matured Certificate of Deposit with AG Family Wealth to the General Fund*
 - g. Approval of 2026 – 2029 *Energy Waste Reduction (“EWR”) Plan & Participation Agreement to MPPA’s Retail Energy Improvement Program Project*
 - i. *Plan covers residential and business efficiency programs with annual kWh-savings targets and budgets. Approval authorizes staff to submit and implement the plan.*
8. Discussion Items
 - a. Consider the Sale of City-Owned Vacant Lot at Parcel 020-344-005-00
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
SEPTEMBER 9th, 2025
MINUTES – DRAFT

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

ABSENT: None

OTHERS PRESENT: Interim City Manager Nichole Kleiner, Clerk/Treasurer – Karla Swihart, Hart Police Chief – Juan Salazar, Claire Marshall, Rolando Salgado and Emily Sigler

APPROVAL OF AGENDA:

- J. Cunningham motioned to approve the Agenda and was supported by K. Thomson
 - Ayes: 6 Nays: 0 Absent: 1

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Preliminary Governance Letter from Auditors, Maner Costerisan. Audit scheduled for week of September 15th, 2025.

CONSENT AGENDA:

- Approval of minutes from August 26th, 2025
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - B. Root motioned to approve Consent Agenda and supported by K. Thomson
 - Ayes: 6 Nays: 0 Absent: 1

ACTION ITEMS:

- None

DISCUSSION ITEMS:

- Special Events Permit – Fall ArtWalk / Hart prize - APPROVED

INTERIM CITY MANAGER'S REPORT:

- City Hall Water Damage Update – September 3rd, City Hall flooded after a cleanout plug from a roof drainpipe located near the floor in the police department failed. The temporary plug came loose causing a tremendous amount of water in the police department, city offices, and lobby. City Hall was forced to close for 3 days while ServPro attempted to dry the carpet. There were approx. 20 large fans throughout City Hall for 5 days. The carpet started to delaminate, an odor was present, and the decision was made to remove the carpet. Mold testing confirmed there are no risks. Insurance adjuster should be confirming coverage amount soon so new flooring can be ordered.

Status of ongoing projects:

- Hart Plaza Streetscape Project – verifying founding allocations in budget
- Revised Industrial Park Covenants – pending signatures from owners, emails sent
- New locations for chalets, as stipulated by TIFA are being considered
- Water Tower easement docs with JSJ Corp (GHSP) for AT&T cell tower lease – ongoing
- Veterans Park – met with Fishbeck to review project cost, pending budget allocation verification
- Redevelopment Ready Certification pending items:
 - Show that ordinances have been reviewed to ensure they align with goals of master plan

Adopt a green infrastructure ordinance

Two additional housing options

Provide documentation of all zoning/planning projects

- Ceres Solution – anticipating a resolution to present at 9/23/2025 meeting to review TIFA recommendation to sell to S. Hegg Real Estate. MEDC rep Daniel Leonard will present his recommended “next Steps”

Staffing changes, policy updates, internal improvements

- Positions to consider shared service maintenance staff for lawn mowing, snow removal mechanic work on vehicles. Community and Economic Development, Human Resources.

Financial items to keep on Council’s radar:

- DPW dump truck, review updated capital improvement plan & determine 5-year funding sources.

Looking Ahead:

- Adoption of reinstated Parks & Recs Plan, water rate study, License agreement with West Shore Community College (IGA) for encroachment on east side of building, City Manager recruitment package.

Events:

- MML Community Excellence Awards – Hart presents at Amway Grand Ambassador Ballroom between 2-4pm on Wednesday, September 17th.
- Artwalk – October 4th (call for artist is open)

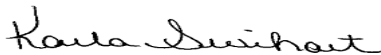
COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- C. Burillo – Taco Truck located by old IGA building would like to inquire about a Sign.
- A. Mullen – Planning Commission met on Sept. 4th discussed ordinances sent back from City Council. Discussions have been made and will move forward with draft and public hearing
- HEART board meeting is Wed. Sept 10th at 2pm

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 7:45pm. The next regularly scheduled meeting will be on September 23rd, 2025, at 7:30 pm.

Respectfully Submitted



Karla Swihart, City Clerk

Payables Date 09.24.2025	Description	Total	General +	DPW	Energy	BPTF	Water
Absopure	Water	\$ 68.55			\$ 68.55		
Ace 1 Port-A-Potties	Portable Restroom - Vet's Park	\$ 175.00			\$ 175.00		
Ace 1 Port-A-Potties	Portable Restroom - Disc Golf Course	\$ 100.00			\$ 100.00		
Ace 1 Port-A-Potties	Portable Restroom - JGP Boat Launch	\$ 100.00	\$ 100.00				
Charter Communications	Phone/Internet - Energy	\$ 88.95			\$ 88.95		
Charter Communications	Phone/Internet - Starting Block	\$ 175.00			\$ 175.00		
Charter Communications	Phone/Internet/Fax - CH/PD	\$ 97.49	\$ 97.49				
Charter Communications	Phone/Internet - Hart Commons	\$ 125.00			\$ 125.00		
Cintas	Bathroom Supplies - Hart Commons 9/3	\$ 63.17	\$ 63.17				
Cintas	Bathroom Supplies - JGP 9/3	\$ 212.75	\$ 212.75				
Cintas	Bathroom Supplies - JGP 9/9	\$ 81.03	\$ 81.03				
Consumers Energy	Utilities	\$ 273.30			\$ 273.30		
Crossroads Mobile Maintenance	2023 Freightliner Bucket Repairs/Maintenance	\$ 597.00			\$ 597.00		
Crossroads Mobile Maintenance	2019 Ford F550 Bucket	\$ 256.50			\$ 256.50		
Custom Tree Service	Firewood Bundles - JGP	\$ 600.00	\$ 600.00				
Dave's Party Store	Fuel - DPW	\$ 944.38		\$ 944.38			
Dave's Party Store	Fuel - Parks & Rec / Historic District	\$ 325.70	\$ 325.70				
Elliotts Home Services	Sept 2025 Cleaning Services - JGP/Hart Commons	\$ 910.00	\$ 910.00				
First Net	Department Hotspots	\$ 302.68	\$ 43.24		\$ 172.96	\$ 43.24	\$ 43.24
Fish Window Cleaning	Window Cleaning Services - CH	\$ 175.00	\$ 175.00				
Frontier	Phone Service - Diesel Plant	\$ 10.86			\$ 10.86		
Frontier	Fiber Internet - JGP	\$ 99.99	\$ 99.99				
Great Lakes Cleaning Services	Cleaning Services - CH/Comm. Center	\$ 1,350.00	\$ 1,350.00				
Great Lakes Energy	Utilities	\$ 49.18				\$ 49.18	
GRP Engineering (Verdantas)	Hart GIS Mapping Implementation	\$ 1,665.00			\$ 1,665.00		
GRP Engineering (Verdantas)	Hart GIS Mapping Implementation	\$ 512.50			\$ 512.50		
Hart Cemetery Commission	Summer 2025 Tax Disbursement Batch 5	\$ 5,843.96	\$ 5,843.96				
Huntington National Bank	Aug 2025 CC Statement - All Depts	\$ 9,215.37	\$ 6,724.05	\$ 682.66	\$ 1,369.68	\$ 380.00	\$ 58.98
Keystone Cooperative	Fuel	\$ 1,197.78				\$ 1,197.78	
KISM, LLC	Scada System Remote Programming	\$ 2,132.88				\$ 2,132.88	
Kushner & Company	COBRA Benefits Admin. Services	\$ 142.00	\$ 56.80		\$ 28.40	\$ 28.40	\$ 28.40
Lawson-Fisher Associates	2025 DAM Licensing Requirements	\$ 10,754.05			\$ 10,754.05		
Lighthouse Car Care	Tires - PD	\$ 960.00	\$ 960.00				
MECA	Annual Safety Dues	\$ 15,711.00			\$ 14,139.90	\$ 785.55	\$ 785.55
Midstates Recreation	Turtle Replacement Spring - JGP	\$ 507.42	\$ 507.42				
Moore, Andrew	Reimbursement - Uniform Hardware	\$ 279.84	\$ 279.84				
MPPA	Purchased Power 9/9	\$ 95,582.29			\$ 95,582.29		
MPPA	Sept 2025 Billing Summary	\$ 110,855.56			\$ 110,855.56		
MPPA	Purchased Power 9/16	\$ 35,665.73			\$ 35,665.73		
Nutrien AG Solutions	Chemicals	\$ 404.59				\$ 404.59	
Oomen, Andy	Golf Cart Repairs/Maintenance	\$ 141.00				\$ 141.00	
Peerless Midwest, Inc	South Valley Well 3 Disinfection	\$ 3,280.00					\$ 3,280.00
Power Line Supply	Parts/Supplies	\$ 356.50			\$ 356.50		
Power Line Supply	Parts/Supplies	\$ 1,233.96			\$ 1,233.96		
Power Line Supply	Parts/Supplies	\$ 905.50			\$ 905.50		
Power Line Supply	Parts/Supplies	\$ 4.74			\$ 4.74		
Power Line Supply	Parts/Supplies	\$ 562.93			\$ 562.93		
Power Line Supply	Parts/Supplies	\$ 2,432.38			\$ 2,432.38		
Power Line Supply	Parts/Supplies	\$ 315.00			\$ 315.00		
Power Line Supply	Parts/Supplies	\$ 76.66			\$ 76.66		
Prein & Newhof	2200777 Drinking Water Asset Mgmt Grant	\$ 11,632.50					\$ 11,632.50
Prein & Newhof	2221057 SRF Wastewater Improvements	\$ 1,020.00				\$ 1,020.00	
Prein & Newhof	2221059 BioPure Facility Construction Phase	\$ 16,644.22				\$ 16,644.22	
Prein & Newhof	2250631 Downtown Streetscape	\$ 38,606.91	\$ 38,606.91				
Quill	Annual Membership Fee	\$ 69.99	\$ 69.99				
Quill	Office/Building Supplies	\$ 163.57	\$ 163.57				
River's ACE Hardware	Parts/Supplies	\$ 258.33		\$ 258.33			
Ryan Hennessy Wastewater Micro LLC	Standard Microscopic Evaluation	\$ 365.00				\$ 365.00	
ServPro	Insurance Deductible Water Restoration	\$ 1,500.00	\$ 1,500.00				
Silverback RV Rental LLC	RV Water Heater/Roof Repairs - JGP	\$ 1,241.00	\$ 1,241.00				
Steve's Auto & Truck	Oil Change - PD	\$ 68.94	\$ 68.94				
Steve's Auto & Truck	Oil Change/Service - PD	\$ 222.63	\$ 222.63				
Team Life	AED Battery	\$ 50.00	\$ 50.00				
Tractor Supply	Parts/Supplies/Tools - JGP	\$ 38.66	\$ 38.66				
Tri-Berry Inc	Fabrication Services	\$ 171.00				\$ 171.00	
Tri-Berry Inc	Fabrication Services	\$ 122.00		\$ 122.00			
Tri-Berry Inc	Fabrication Services	\$ 265.00			\$ 265.00		
TruGreen	Lawn Care - CH	\$ 54.65					
Verizon	Department Phones	\$ 454.75	\$ 82.22	\$ 113.04	\$ 175.73	\$ 83.76	
Vital Shred	Shredding/Recycling Services - CH	\$ 72.17	\$ 72.17				
Wells Fargo Vendor	Ricoh Copier Lease Payment - CH	\$ 143.20	\$ 143.20				
West Michigan Drain Solutions	Cam Line/Locate Blockage - CH	\$ 350.00	\$ 350.00				
Windridge Textile	Vinyl Sticker Printed/Applied - PD	\$ 40.00	\$ 40.00				
Windridge Textile	Graphics Printed/Applied - DPW	\$ 135.00		\$ 135.00			
Windridge Textile	Uniforms - JGP	\$ 252.00	\$ 252.00				
	Sub-total	\$ 381,861.69	\$ 61,331.73	\$ 2,255.41	\$ 278,944.63	\$ 23,446.60	\$ 15,828.67
HAND CHECKS/ACH/EFT							
Alerus	City Share 401 Retirement	\$ -	\$ -				
US Postmaster	Postage/Tax Bills						
AFLAC	Insurance Premium	\$ -	\$ -				
Guardian	Insurance Premium	\$ -	\$ -				
Delta Dental	Insurance Premium	\$ -	\$ -				
MWG/Amfirst	Insurance Premium	\$ -	\$ -				
Blue Cross Blue Shield	Insurance Premium	\$ -	\$ -				
	TOTAL HAND CHECKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total Regular Bills/Hand Checks		\$ 381,861.69	\$ 61,331.73	\$ 2,255.41	\$ 278,944.63	\$ 23,446.60	\$ 15,828.67
Gross Payroll	PR242	\$ 89,431.54					
Gross Payroll	PR243	\$ 89,269.17					
Gross Payroll							
	Sub-Total	\$ 178,700.71					
	GRAND TOTAL	\$ 560,562.40	\$ 61,331.73	\$ 2,255.41	\$ 278,944.63	\$ 23,446.60	\$ 15,828.67



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: September 23rd, 2025

RECENT EVENTS

From Thursday, September 4th, 2025, through Wednesday, September 17th, 2025, the Hart Police Department received 73 complaints ranging from Suspicious Situations, Well-Being Checks, Juvenile Complaints, Vehicle Violations, Family Trouble, Property Damage Crashes, Alarms, Assist to Other Agencies and Medical Assists.

On Friday, September 5th, 2025, the Hart Police Department initiated a traffic stop on a vehicle on Wigton Street near State Street, referencing a vehicle violation. A 43-year-old Hart woman was run in LEIN (Law Enforcement Information Network), which returned with an expired driving status. The woman was cited for Operating a Motor Vehicle on an Expired License.

On Friday, September 5th, 2025, Sgt. Skipski attended the Hart High School football game in Hart. D/Sgt. Skipski monitored both vehicle and pedestrian traffic, spoke with patrons, distributed football noise makers to attending students, and reassured all in attendance that they were in a safe and secure environment.

On Saturday, September 6th, 2025, the Hart Police Department was dispatched to the 40 block of Orchard Street, regarding a missing juvenile. A 62-year-old Hart woman reported her 4-year-old grandson missing. The grandson was later located in the home, and after speaking with the boy, he believed they were playing hide-and-seek. The boy was turned over to the woman without incident.

On Sunday, September 7th, 2025, the Hart Police Department was dispatched to the 700 block of East Main Street, referencing a Disturbance. A 20-year-old Hart woman was attempting to leave the home, but a 29-year-old man, with whom the woman is in a dating relationship, was refusing to allow the woman to leave. The officer stood by while the woman gathered all her property and vacated the home. No assault was reported to the responding officer by either the woman or the man.

On Friday, September 12th, 2025, the Hart Police Department was dispatched to the 700 block of East Main Street, regarding a Malicious Destruction of property complaint. A 59-year-old Hart woman alleges witnessing a 46-year-old Hart man damage her vehicle by using a sharp object to scratch her vehicle. A 33-year-old Hart woman also alleges to have witnessed the man cause the damage. The officer noted several scratch marks on the rear of the vehicle. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Friday, September 12th, 2025, D/Sgt. Skipski assisted the Shelby Police Department with security at the Hart/Shelby football game in Shelby. D/Sgt. Skipski spoke with patrons and students, reassuring a safe and friendly environment for all in attendance.

On Saturday, September 13th, 2025, the Hart Police Department was dispatched to the 100 block of North Apple Street, referencing a Malicious Destruction of Property complaint. A 30-year-old Hart man and a 54-year-old Hart man reported that between Friday, September 12th, 2025, and Saturday, September 13th, 2025, windshields of two (2) vehicles at the home had been damaged. It is suspected by the homeowners that the damage was consistent with a pellet from a BB gun. An investigation is ongoing.

On Monday, September 15th, 2025, the Hart Police Department was dispatched to the 4000 block of Tyler Road in Hart Township, regarding a Suspicious Situation, as all County and State units were out of the area. A 55-year-old Hart man reported hearing an individual yelling for help in the woods behind his home. The officer searched the area and located a 20-year-old Manistee man yelling for help due to the man falling out of a tree stand in the area. The man complained of chest and leg pain. The Hart Area Fire Department and LIFE EMS assisted with removing the man from the woods. The man was turned over to LIFE EMS without incident.

On Friday, September 12th, 2025, was National Policewoman Day. We proudly recognize the brave women in law enforcement who serve with strength, courage, and compassion. Their dedication not only keeps our communities safe but also inspires future generations to break barriers and lead with integrity. We would especially like to recognize our very own Officer Elizabeth Schoedel, who does such a tremendous job for our city. We are blessed to have her. To every female officer—thank you for your service, your sacrifice, and your commitment to protecting and uplifting others.



Respectfully,

J. Salazar,
Chief of Police



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: September 9th, 2025

RECENT EVENTS

From Thursday, August 21st, 2025, through Wednesday, September 3rd, 2025, the Hart Police Department received 77 complaints ranging from, Domestic Assaults, Assault & Batteries, Threats Complaints, Fraud Complaints, Missing Persons and Assist to Other Agencies.

On Thursday, August 21st, 2025, the Hart Police Department was dispatched to the 400 block of Hart Street, referencing a Disturbance. It was reported that a 15-year-old boy, who was suspected of being intoxicated, was destroying the interior of the home. The officer arrived on scene and was able to speak with the boy, who admitted to consuming alcohol. The boy's mother, a 39-year-old Hart woman, was made aware of this complaint. The boy was turned over to the woman without incident. The boy was issued a citation for Minor Purchase, Possess, Consume.

On Friday, August 22nd, 2025, the Hart Police Department was dispatched to the 400 block of Hart Street, regarding a Disturbance. A 53-year-old Hart woman was refusing to leave a residence. The woman was run in LEIN (Law Enforcement Information Network) and showed to be on bond out of Oceana County and also showed to have a valid/active warrant for her arrest out of Oceana County. The woman admitted to responding to the officer of consuming alcohol. A stipulation for the woman's bond was not to consume alcohol. The woman was arrested and lodged at the Oceana County Jail for the active/valid warrant and for violation of a conditional bond release.

On Saturday, August 23rd, 2025, the Hart Police Department was dispatched to the 1000 block of State Street, referencing a Domestic Assault. A 39-year-old Muskegon woman alleges a 35-year-old Muskegon man had thrown a vape pen at the woman after the woman was seen speaking with an ex-boyfriend. The woman did have a visible injury to her stomach area. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Saturday, August 23rd, 2025, the Hart Police Department was dispatched to the 1000 block of State Street, regarding an Assault & Battery. A 20-year-old Hart man alleges to have been shoved by a 47-year-old Hart man during the demolition derby. The 20-year-old man stated this was the result of a woman yelling that the man was causing a fire hazard, with the man standing between two (2) metal bleachers. The 47-year-old man confronted the 20-year-old man, shoving him. The 47-year-old man, when run in LEIN (Law Enforcement Information Network), showed an active/valid warrant for his arrest out of the Michigan State Police, Hart Post. When the man was advised of the active/valid warrant, the man experienced a medical emergency (seizure – stress-induced). The officers conducted patient care until LIFE EMS arrived on scene. The man was then turned over to LIFE EMS without incident. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Sunday, August 24th, 2025, the Hart Police Department was dispatched to the 50 block of State Street, referencing a Domestic Assault. Several witnesses reported hearing yelling coming from an apartment, stating, "Get out of here." A 20-year-old Hart woman alleges a 19-year-old Hart man refused when asked to leave the apartment. The woman alleges that have been shoved by the man. The man got on top of the woman, pulling her arm around her neck as if choking her. The man then picked the woman up and slammed her down twice. The man then struck the woman in the forehead three to four times. The woman had obvious injuries to her person during the interview. The man did not want to speak with the officers. The man was arrested and lodged at the Oceana County Jail.

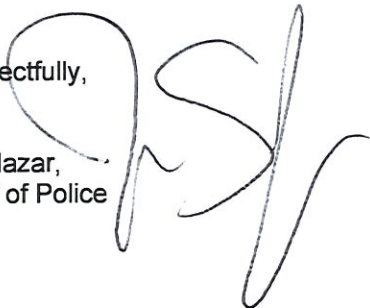
On Tuesday, August 26th, 2025, the Hart Police Department was dispatched to the 400 block of Griswold Street, regarding a Malicious Destruction of Property complaint. A 69-year-old Hart man, a 75-year-old Hart man, and a 90-year-old Hart woman reported having flat tires on their vehicles while their vehicles were parked in a parking lot. All complainants stated they had to replace their vehicle tires due to the damage. An investigation is ongoing.

On Monday, September 1st, 2025, the Hart Police Department was dispatched to the 500 block of Griswold Street, regarding a Mental Health Complaint. A 48-year-old Hart man was fighting other residents of the home, also banging his head against a wall, which resulted in a facial injury. The man was evaluated by LIFE EMS at the scene and later transported by LIFE EMS to Trinity Health Mercy Hospital in Muskegon for further evaluation.

On Tuesday, September 2nd, 2025, the Hart Police Department was dispatched to the 700 block of State Street, referencing a Domestic Assault. A 21-year-old Donna, Texas woman contacted her father in Texas requesting that her family pick her up due to being assaulted by her boyfriend, a 31-year-old Hart man. The woman alleges to have been shoved to the ground multiple times, resulting in injuries to her legs and a minor head injury. The man alleges the woman had taken his cell phone away, and when he attempted to leave, the woman began attacking the man, sustaining injuries to his neck and arm areas. The man was run in LEIN (Law Enforcement Information Network), which showed the man to have two (2) active/valid warrants for his arrest. The man was arrested and lodged at the Oceana County Jail on these valid warrants. A report will be submitted to the Oceana County Prosecutor's office for his review for Domestic Assault.

Respectfully,

J. Salazar,
Chief of Police

A handwritten signature in black ink, appearing to be 'J. Salazar', written over the typed name.



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: August 26th, 2025

RECENT EVENTS

From Thursday, August 7th, 2025, through Wednesday, August 20th, 2025, the Hart Police Department received 76 complaints ranging from Malicious Destruction of Property Complaints, Warrant Arrests, Assist to Other Agencies, Disorderly Conduct, Disturbances, Alarms, Domestic Assaults, Parking Complaints, Juvenile Complaints, Property Damage Crashes, Medical Assists, Mental Health Complaints and Larceny Complaints.

On Wednesday, August 6th, 2025, Chief Salazar attended a UD-10 (Michigan Crash Report) Update Training. The training consisted of traffic vs the non-traffic crash, understanding truck/bus crashes, utilizing the crash location tool, and determining crash locations with ramps, intersections, driveways, and roundabouts.

On Thursday, August 7th, 2025, the Hart Police Department was notified of a 34-year-old Hart man in the 300 block of North Griswold Street, who showed to have a valid/active Felony warrant for his arrest. The man was run in LEIN (Law Enforcement Information Network) and showed to have a Felony warrant for Dangerous Drugs out of the Oceana County Sheriff's Office. The man was located and taken into custody without incident. The man was lodged at the Oceana County Jail.

On Sunday, August 10th, 2025, the Hart Police Department was dispatched to the 20 block of North Apple Street, regarding a Domestic Assault. A 32-year-old Hart woman alleges a 31-year-old Hart man had struck her two (2) times in the back of the head as the woman was attempting to separate the man and a 13-year-old boy. The man was arrested and lodged in the Oceana County Jail for Domestic Assault.

On Monday, August 11th, 2025, the Hart Police Department was dispatched to the 900 block of State Street, referencing a Felonious Assault. A 37-year-old Hart man is alleged to have brandished a weapon (knife) during an argument with a 45-year-old Hart man. Several witnesses on the scene confirmed this information with the responding officer. The man was arrested and lodged at the Oceana County Jail for Felonious Assault and Resisting and Opposing a Police Officer. The man was shown to be on parole out of Muskegon County.

On Monday, August 11th, 2025, the Hart Police Department was dispatched to the 100 block of North Apple Street, regarding a Malicious Destruction of Damage complaint. A 30-year-old Hart man located damage to a front window of his home consistent with a pellet from a pellet gun. An investigation is ongoing.

On Tuesday, August 12th, 2025, the Hart Police Department was dispatched to the area of Polk Road near Comfort Drive, referencing a Personal Injury Crash. A 78-year-old Hart woman had been rear-ended by a 78-year-old Pentwater woman. The Pentwater woman was cited for Failure to Stop in an Assured Clear Distance.

On Tuesday, August 12th, 2025, the Hart Police Department was dispatched to the 400 block of State Street, regarding a Medical Assist. It was reported that a 52-year-old Muskegon man was overdosing in a vehicle. The man, who had no pulse at the time, received Narcan from responding units and was transported to Trinity Health Mercy Hospital for further evaluation. Investigating officers attempted to speak with the man at the hospital, but the man claimed not to have taken any illegal substances. The Oceana County Sheriff's Office, Michigan State Police, Hart Area Fire Department, and LIFE EMS assisted at the scene.

On Thursday, August 14th, 2025, the Hart Police Department was dispatched to the 400 block of Church Street, referencing a Mental Health Complaint. An 18-year-old Hart man had used a razor blade to cut his thigh after arguing with his parents. The man agreed to go with LIFE EMS to Trinity Health Mercy Hospital in Muskegon for further evaluation. The man was turned over to LIFE EMS without incident.

On Thursday, August 14th, 2025, D/Sgt. Skipski was asked by Coach Tanis to speak to the Hart High School Football Team regarding making good choices on and off the field, as well as on social media discipline. D/Sgt. Skipski covered these topics and also had the chance to wish the team best of luck and distribute Hart Pirate water bottles to be used throughout their season.

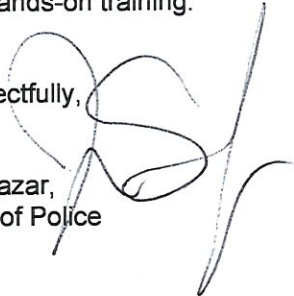
On Sunday, August 17th, 2025, the Hart Police Department was dispatched to the 100 block of Creek Drive, regarding a larceny complaint. A 38-year-old Hart man reported a handgun stolen from his unlocked vehicle between Thursday, August 16th, 2025, and Friday August 17th, 2025. An investigation is ongoing.

On Friday, August 15th, 2025, the Hart Police Department was advised by the Ottawa County Sheriff's Office that a 34-year-old Muskegon man, who they had in their custody, showed an active/valid warrant for his arrest out of the Hart Police Department. The man was run in LEIN (Law Enforcement Information Network), who showed a valid/active warrant for his arrest out of the department for a vehicle violation. The man was transported from the Ottawa County Jail to the Oceana County Jail without incident.

On Tuesday, August 19th, 2025, D/Sgt. Skipski instructed the American Heart Association CPR/First Aid/AED class to teachers from both Shelby and Hart Early Childhood Centers. The class was instructed according to American Heart Association guidelines and incorporated lecture and hands-on training.

Respectfully,

J. Salazar,
Chief of Police



RESOLUTION 2025-32

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

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

PRESENT: _____

ABSENT: _____

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

RESOLUTION CONSENTING TO TIFA’S SALE OF 3 E MAIN STREET TO S HEGG REAL ESTATE, LLC

WHEREAS, the City of Hart Tax Increment Finance Authority (“TIFA”) owns the real property commonly known as 3 E Main Street; and

WHEREAS, the TIFA Bylaws require City Council consent for TIFA to convey property; and

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

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

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

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

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED 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 _____, 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

Proposal for Ceres Property

Hart, MI 49420

7/17/25

To Whom It Concerns:

As we look to transition our property at 112 E. Main St. Hart, MI to a venue, parking will become a need to accommodate larger groups in downtown Hart. S. Hegg Real Estate, LLC is proposing to purchase the Ceres property located at 3 E Main Street currently owned by TIFA. Our vision is to turn a portion of the property into parking, a portion of the property into duplexes/townhomes along Water Street and Washington Street, and to maintain the old mill building for retail/storage.

S. Hegg Real Estate, LLC is making an offer of \$30,000 for the property with no contingencies; however, we would also require there to be no contingencies on the execution of our vision for the project. We would like to explore the incentives available as detailed on the development opportunity page of the takemetohart.org website.

Because rental options in Hart are limited and most are at capacity, our vision is to have a mix of duplexes and townhomes that could be sold or rented. The designs will be conducive with the surrounding neighborhood design and character. Because the venue clients will bring young people to town, having housing options may attract some of them to stay and start families.

As third and fourth generation business owners in downtown Hart, we care about the city and its future. We gave a larger developer time to take on a large-scale development as proposed in the Redevelopment Ready plan TIFA had done for the property. However, if this is not coming to fruition, we would like to throw our hats in the ring to keep the property locally-owned. Our vision is similar to phase 1 of the predevelopment plan and could also incorporate green space but maintains the old mill building in its current use and adds much-needed parking for our new venue venture. We have successfully renovated three large commercial buildings, including our historic building in downtown Hart, a historic building in downtown Ludington, and a 90,000 square foot building on US31 in Holland. We are currently renovating a second historic building in downtown Ludington, as well as preparing to renovate our building adjacent to the Ceres property for a venue. We have the experience and fortitude necessary to take on this project and the fiscal capacity to do what is necessary over time.

Thank-you in advance for your consideration,

Scott and Stacie Hegg

S. Hegg Real Estate, LLC

RESOLUTION 2025-33
City Council
City of Hart, Michigan
Oceana County

At a regular meeting of the City Council of the City of Hart, held at the City Hall, 407 State Street, within the City, on the 26th day of August, 2025, at 7:30 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION TO GRANT LICENSE FOR RIGHT OF WAY ENCROACHMENT AND
MATTERS RELATED THERETO**

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

1. Approves the Agreement, in the form on file with the City Clerk, to permit the temporary Encroachment for the Existing Improvements with such revisions and modifications as are deemed necessary and in the best interest of the City by the Mayor and City Clerk in consultation with the City Attorney.

2. Authorizes and directs the Mayor and the City Clerk to enter into, execute, and deliver the Agreement any and all necessary documents to permit the Encroachment in accordance with the terms of the Agreement.

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

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED 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 August, 2025.

Karla Swihart, City Clerk/Treasurer
City of Hart

RESOLUTION 2025-34
City Council
City of Hart, Michigan
Oceana County

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

PRESENT: _____

ABSENT: _____

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

RESOLUTION AUTHORIZING SUBMISSION OF SEALED BID FOR DUMP TRUCK

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

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

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

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

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

1. Authorizes the Interim City Manager to prepare and submit a sealed bid to the City of Montague for the purchase of the 2010 International Dump Truck as described in the bid notice.
2. Authorizes the Interim City Manager to take all necessary actions to complete the purchase should the City of Hart be the successful bidder.

3. Directs that payment for said purchase shall be made from the City of Hart's General Fund – Public Works budgeted appropriations.

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

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED 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 _____, 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

City of Montague

USED DUMP TRUCK FOR SALE BY BID

09/11/25

The City of Montague is currently sending out bid notice to several municipalities that have shown interest in the plow truck that we are replacing.

The City of Montague will be accepting sealed bids for the sale of one 2010 single axel International Dump Truck Model 7400 SFA with a Stainless Steel Monroe DVS Combination Dump Body and salt spreader with the salt pre wet system, a 12' Monroe underbody scraper, a 7' right hand junior wing, a backup camera, air puffers to blow the snow of the warning lights and a 29" husting hitch for a front plow. This truck has approximately 52,987 miles on the odometer and 3,894 hour on the tachometer.

The City has put a \$45,000 minimum bid on this dump truck. New dump trucks of this style cost around \$240,000.

Sealed bids will be received until 10 a.m. on September 30, 2025. Bids shall be clearly marked **Dump Truck Bid** and bids will be received at the Montague City Hall, 8778 Ferry Street, Montague, Michigan, 49437.

The truck may be viewed at the Montague Public Works garage, 4976 Bowen Street.

The City of Montague reserves the right to accept or reject any or all bids. **This vehicle shall be sold as is. The sale transaction for the truck shall not take place until after the City of Montague has taken delivery of its new dump truck**

If you have any questions please call Montague DPW at 231.893.2235

Bidder: _____

Amount bid: _____

Signature: _____

RESOLUTION 2025-35

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

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

PRESENT: _____

ABSENT: _____

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

**RESOLUTION AUTHORIZING REPLACEMENT FLOORING IN CITY HALL
FOLLOWING WATER DAMAGE**

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

WHEREAS, ServPro performed cleanup and carpet removal services in the amount of \$8,853.35, less a \$1,500 insurance deductible, with insurance paying ServPro directly \$7,353.35; and

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

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

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

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

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

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

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

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

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED 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 _____, 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

RESOLUTION 2025-36

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

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

PRESENT: _____

ABSENT: _____

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

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

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

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

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

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

MDOT street administrator form

.

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

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED 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 _____, 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

RESOLUTION 2025-37

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

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

PRESENT: _____

ABSENT: _____

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

**RESOLUTION TO AUTHORIZE TRANSFER OF FUNDS FROM MATURED
CERTIFICATE OF DEPOSIT (AG FAMILY WEALTH) TO THE GENERAL FUND**

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

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

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

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

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

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

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED 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 _____, 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

Account Details

MoneyGuideSuite SmartWorks Adviser MorningStar eCabinet Annuities Add To Acct Group Settlements & Suitability

Accounts: Not for Profit & Mun: 3HY15041 Attribute:

Name: CITY OF HART

Total Assets: \$260,778.17

Open Date: 10/19/2023

Birth/Agmt Date:

Market Value: \$0.00

Rep Name: [Austin Garcia](#)

Phone Number: 231-873-2488

Money Market: \$260,778.17

Branch Location: M

Address: 407 S STATE ST
HART
MI, 49420

Cash: \$0.00

YTD Dist: \$0.00

YTD Cont: \$0.00

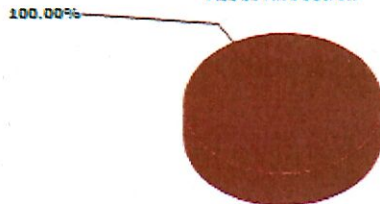
PrevYearCont: \$0.00

Current Opportunities



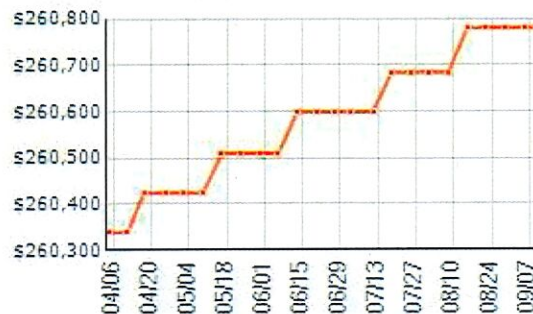
Asset Details

Asset Allocation



Mutual Funds

Asset History



Brokerage and Direct Account Summary

<input type="checkbox"/> Hold	Account#	Symbol	Description	Quantity	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	ST / LT	Port %
<input type="checkbox"/>	3HY15041	FIAXXX	FLEXINSURED ACCOUNT FDIC	260,778.170	\$ 260,778.17	\$ 1.00	\$ 260,778.17	\$0.00	UNKNOWN	100.00%
Totals:					\$260,778.17		\$260,778.17			

Save Recommendations

Total Unrealized Gain/Loss:

0

Annuity Summary

No Annuity Assets are Available

Municipal Utility Energy Waste Reduction Program Portfolio - City of Hart Hydro Electric										
Program Portfolio	USRT Results	CCE Results	2026 Plan Filing		2027 Plan Filing		2028 Plan Filing		2029 Plan Filing	
			Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget
Residential Services	1.00	\$0.034	22,147	\$11,151	23,232	\$11,824	24,536	\$12,641	24,702	\$12,907
Virtual Assessments	N/A	N/A	0	\$795	0	\$819	0	\$843	0	\$868
Appliance Recycling	2.78	\$0.014	4,262	\$1,849	4,488	\$2,008	4,738	\$2,199	4,812	\$2,295
Marketplace	0.47	\$0.073	2,852	\$1,794	2,981	\$1,896	3,147	\$2,023	3,158	\$2,053
High Efficiency Products & HVAC Rebates	1.04	\$0.032	15,033	\$6,713	15,762	\$7,103	16,651	\$7,577	16,732	\$7,691
Efficient Electrification (EFEL)	N/A	N/A	380	\$811	801	\$915	847	\$992	854	\$1,023
Low Income Services	0.50	\$0.058	44,840	\$26,902	46,909	\$28,416	49,624	\$30,295	49,975	\$30,799
Virtual Assessments	N/A	N/A	0	\$1,143	0	\$1,177	0	\$1,213	0	\$1,249
Residential Low Income Kits	0.32	\$0.105	16,112	\$3,491	16,744	\$3,681	17,745	\$3,942	17,860	\$4,012
Marketplace	0.33	\$0.102	2,853	\$2,351	2,983	\$2,545	3,148	\$2,780	3,159	\$2,894
Appliance Recycling	2.06	\$0.019	4,262	\$2,586	4,488	\$2,734	4,738	\$2,919	4,812	\$2,963
High Efficiency Products & HVAC Rebates	0.58	\$0.063	13,082	\$9,514	13,703	\$10,019	14,481	\$10,671	14,561	\$10,815
Weatherization	0.43	\$0.047	8,531	\$7,817	8,991	\$8,260	9,513	\$8,771	9,583	\$8,865
Efficient Electrification (EFEL)	N/A	N/A	380	\$1,111	801	\$1,238	847	\$1,343	854	\$1,387
Subtotal - Residential Solutions	0.62	\$0.049	67,747	\$39,976	71,743	\$42,393	75,854	\$45,271	76,384	\$46,115
Business Services	3.32	\$0.010	494,224	\$64,803	506,378	\$67,381	535,669	\$71,964	539,749	\$73,251
C&I Programs	3.32	\$0.010	494,224	\$64,803	506,378	\$67,381	535,669	\$71,964	539,749	\$73,251
Efficient Electrification (EFEL)	0.00	\$0.000	13,458	\$2,201	28,370	\$3,340	30,008	\$3,572	30,243	\$3,639
Subtotal - Business Solutions	3.32	\$0.010	507,683	\$67,004	534,748	\$70,720	565,677	\$75,536	569,992	\$76,890
Subtotal Program Portfolio	2.41	\$0.014	575,430	\$106,980	606,491	\$113,113	641,532	\$120,807	646,377	\$123,005
Evaluation*			\$3,763		\$3,968		\$4,188		\$4,400	
Administration*			\$3,367		\$3,468		\$3,572		\$3,680	
Renewable Energy Credit (REC) Substitution for 10% of EWR Standard under Sec. 77 (10)*			63,900	\$256	67,300	\$269	71,200	\$285	71,800	\$287
Planning & Start-Up			\$7,569							
Total Program Portfolio	2.41	\$0.014	639,330	\$121,935	673,791	\$120,818	712,732	\$128,853	718,177	\$131,372

* Estimate costs subject to change



RETAIL ENERGY IMPROVEMENT PROGRAM PROJECT PARTICIPATION AGREEMENT

This Retail Energy Improvement Program Project Participation Agreement (“Participation Agreement” or “Agreement”) is to be effective as of the ___ day of _____ 2025 (the “Effective Date”) and is entered into by and among Michigan Public Power Agency (“MPPA”) and City of Hart (“Hart”), a Member of MPPA (a “Participating Member”).

RECITALS

WHEREAS, MPPA is a joint agency of the State of Michigan created pursuant to the Michigan Energy Employment Act, 1976 PA 448, MCL 460.801 *et seq.* (the “Act”) and comprised of municipal electric utilities each furnishing power, energy, and related services to their respective customers (each a “Member” and, collectively, the “Members”);

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

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

WHEREAS, on August 13, 2025, the MPPA Board passed a resolution creating the Retail Energy Improvement Program Project (“Retail Energy Improvement Program Project” or “Project”) for the purpose of creating a structured program that leverages economies of scale and scope, standardization, and business alignment that reduces costs and risks to implement various energy waste reduction and clean energy programs and services to participating Members of MPPA which are necessary to comply with the Clean and Renewable Energy and Energy Waste Reduction Act, 2008 Public Act (“PA”) 295, MCL 460.1001 *et seq.*, as amended (“Michigan State Energy Legislation”);

WHEREAS, through participation in the Retail Energy Improvement Program Project, Members will be able to streamline compliance with the Michigan State Energy Legislation and reduce the administrative burden of providing their retail customers with energy waste reduction and clean energy programs and services;

WHEREAS, the MPPA Board further resolved that (i) a committee for the Retail Energy Improvement Program Project (“Project Committee”) be formed, (ii) the membership of the Project Committee consist of persons designated in writing by each Member authorized and

electing to participate in the Project, through executing the Participation Agreement, and (iii) the Project Committee be organized and governed in accordance with Article 5 of the MPPA By-Laws and all expenses of the Retail Energy Improvement Program Project be borne by all of the Participating Members; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Governing Body Authorization.

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

Section 2. Covenants.

(a) MPPA Covenants. MPPA shall implement the Retail Energy Improvement Program Project as directed by the Project Committee which implementation shall include but not necessarily be limited to the services and programs as described in Exhibit A attached and incorporated herein to this Agreement (“Services”), as may be amended from time to time.

(b) Participating Member Covenants. The Participating Member shall provide reasonable assistance in furthering MPPA’s implementation of the Retail Energy Improvement Program Project in the Participating Member’s territory. Further, the Participating Member agrees to collect rates, rents, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Participation Agreement.

(c) Cooperation and Exchange of Information. MPPA and the Participating Member recognize that successful implementation of the Retail Energy Improvement Program Project will require cooperation and frequent exchanges of information (including, but not limited to, retail customer information). MPPA and the Participating Member agree to make all reasonable efforts to timely provide to MPPA, and/or any third-party contracted by MPPA to implement the Services or Administration of the Project, such information as may be required under this Agreement, as may be required under any agreement between MPPA and a third-party contractor, or as otherwise necessary to implement the Retail Energy Improvement Program Project.

Section 3. Services.

Participation. Participating Member will have the option to consult with MPPA, who will then consult with any third-party implementation contractor(s), to choose and/or modify the Services offered to their retail customers, subject to mutual agreement by the third-party contractor to implement the Participating Member’s desired changes. In the event of termination with cause

of this Agreement or a third-party contractors Services Agreement(s) with MPPA, the third-party shall cease providing Services to the Participating Member's retail customers immediately after being notified of a termination/recission.

Section 4. Governance.

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

Section 5. Accounting.

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

Section 6. Expenses, Billing, and Payment.

(a) Expenses. Each Participating Member shall be responsible for all charges, fees, costs, expenses, and settlements ("Costs and Expenses") incurred with respect to the specific activities for their program ("Member Costs and Expenses") as well as a portion of the administrative Costs and Expenses of the Retail Energy Improvement Program Project, as allocated herein, that cannot be attributed to any specific Participating Member's program to include, but not limited to, MPPA expenses and any third-party costs and expenses ("Administrative Costs and Expenses"). Each Participating Member's program will have an account and/or records to record the Member's Costs and Expenses. The expected and maximum not-to-exceed costs pertaining to MPPA's contract with a third-party contractor for Retail Energy Improvement Program Project implementation services, which will comprise the majority of Member Costs and Expenses, are detailed by calendar year on Exhibit B attached and incorporated herein to this Agreement. The Retail Energy Improvement Program Project will have a general account to record any Administrative Costs and Expenses. All Administrative Costs and Expenses in the general account shall be allocated to the Participating Members in the Retail Energy Improvement Program Project as follows: Seventy five percent (75.00%) democratic and twenty five percent (25.00%) based on the load ratio share of a Participating Member's MWh sales compared to the total of all MWh sales of all Participating Members as reported by the most recent Energy Information Administration ("EIA") reports / data.

(b) Billing. MPPA shall provide each Participating Member monthly invoices for any cost and expense attributable to the Participating Member's program on or around the 10th calendar day of each month for the Member's participation in the Retail Energy Improvement Program Project during the preceding month.

(c) Payment. Monthly payments required to be paid to MPPA for Retail Energy Improvement Program Project costs and expenses, as invoiced, pursuant to this Section 6 shall be due and payable to MPPA at the principal office of MPPA or bank account of MPPA, or such other address or bank account as MPPA shall communicate in written or electronic form to the Participating Member, on the 25th day of the Month following receipt of the invoice for such costs and expenses, or in the event the 25th day of the Month falls on a weekend or a bank holiday, the next following business day (“Due Date”) within ten (10) business days after the Participating Member’s receipt of the invoice, whichever is later.

(d) Delay-Payment Penalty and Interest. If payment in full is not made on or before the close of business on the Due Date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rate” on such day (or if not published on such day the most recent preceding day on which published), plus two percent (2%), or the maximum rate lawfully payable by the Participant, whichever is less. If the due date falls on a Saturday, Sunday, or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delay-payment charge.

(e) Dispute Process. In the event of any dispute as to any portion of any invoice, the Participating Member shall nevertheless pay the full amount of the disputed amounts when due and shall give written notice of the dispute to MPPA not later than the date such payment is due, if the Participating Member is already aware of the dispute, or within thirty (30) calendar days of discovering the grounds for the disputed amounts, but only if the Participating Member could not have reasonably been expected to have discovered the grounds for dispute by the original due date. Such notice shall identify the disputed invoice, state the amount in dispute and set forth a full statement of the grounds upon which such a dispute is based. No adjustment shall be considered or made for disputed amounts unless notice is given as required above. MPPA shall give consideration to such dispute and shall advise the Participating Member in writing of its position within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such corrected amount and the invoiced amount shall be subtracted from the next statement submitted to the Participating Member after such determination or, if this Participation Agreement has terminated, shall be paid to Participating Member within thirty (30) calendar days of such determination. The Participating Member shall continue to be responsible after the termination of this Agreement for its share of financial obligations associated with this Agreement that accrued during the Initial Term and any subsequent Extension Term of this Agreement.

Section 7. Term.

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

Section 8. Default of Participating Member.

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

(b) Covenant Default. Material failure of the Participating Member to timely and satisfactorily meet the Covenants as required in Section 2 of this Participation Agreement shall constitute a default on the part of the Participating Member. In the event of such default, MPPA shall provide the Participating Member with a written description of the covenants required under this Agreement which the Participating Member has failed to satisfactorily meet. If the default is not cured within thirty (30) calendar days following receipt of such declaration of default by the Participating Member, MPPA may, upon sixty (60) calendar days' written notice to the Participating Member, terminate this Participation Agreement and cease and discontinue providing all or any portion of the Services.

Section 9. Default of MPPA.

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

Section 10. Abandonment of Remedy.

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

Section 11. Waiver of Default.

Any waiver at any time by either MPPA or the Participating Member of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in

connection with this Participation Agreement, shall not be a waiver with respect to any subsequent default, right, or matter.

Section 12. Liability of Parties.

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

Section 13. Termination.

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

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

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

Section 14. Amendment.

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

Section 15. Applicable Law.

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

Section 16. Severability.

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

Section 17. Counterparts.

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

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

MICHIGAN PUBLIC POWER AGENCY

By _____

Its _____

Attest:

PARTICIPATING MEMBER

By _____

Its _____

Member _____

Attest:

EXHIBIT A

SERVICES DESCRIPTION MATRIX FOR 2026-2029

Program Name	Program Description
Residential Services	
Residential Virtual Assessments	Program provides free virtual home energy audits to identify energy-saving recommendations. Residential customers will receive a personalized report and access to an online kit portal to receive free energy-saving products.
Residential Appliance Recycling	Program enables Residential customers to responsibly dispose of old, inefficient refrigerators, freezers, window air conditioners, and dehumidifiers while earning rebates.
Residential Online Marketplace	Program enables Residential customers to purchase energy-saving products, access instant rebates, enroll in Clean Energy programs, and schedule installations through a streamlined e-commerce platform.
Residential High Efficiency Products & HVAC Rebates	Program provides financial incentives to Residential customers for upgrading to ENERGY STAR® certified appliances and high-efficiency HVAC systems.
Residential Efficient Electrification	Program supports Residential customers in transitioning from fossil fuel-based systems to high-efficiency electric technologies through incentives and tailored support.
Residential Low Income Services	
Low Income Virtual Assessments	Program provides free virtual home energy audits to identify energy-saving recommendations. Income-qualified customers will receive a personalized report and access to an online kit portal to receive free energy saving products.
Low Income Appliance Recycling	Program enables income-qualified customers to responsibly dispose of old, inefficient refrigerators, freezers, window air conditioners, and dehumidifiers while earning rebates.
Low Income Kits	Program provides income-qualified customers with free energy-saving kits tailored to their household needs. These kits typically include LED lighting and other basic efficiency measures, and are distributed through direct mail or community-based outreach.
Low Income Online Marketplace	Program enables income-qualified customers to purchase energy-saving products, access instant rebates, enroll in Clean Energy programs, and schedule installations through a streamlined e-commerce platform.
Low Income Retail Lighting	Program provides free or discounted energy-saving lighting products—such as LEDs and specialty bulbs—to income-qualified customers through direct distribution, retail coupons, and direct-ship kits.
Low Income High Efficiency Products & HVAC Rebates	Program provides financial incentives to customers for upgrading to ENERGY STAR® certified appliances and high-efficiency HVAC systems.
Low Income Weatherization	Program provides no-cost weatherization services to income-qualified customers, including insulation, air sealing, and health and safety upgrades.
Low Income Efficient Electrification	Program supports income-qualified customers in transitioning from fossil fuel-based systems to high-efficiency electric technologies through incentives and tailored support.
Commercial & Industrial Services	
Commercial & Industrial	Program delivers tailored energy efficiency services to C&I customers, including comprehensive planning, incentives, and implementation support for lighting, HVAC, refrigeration, and process improvements.
Commercial & Industrial Efficient Electrification	Program supports C&I customers in transitioning from fossil fuel-based systems to high-efficiency electric technologies through incentives and tailored support.

EXHIBIT B**NOT-TO-EXCEED THIRD-PARTY CONTRACTOR IMPLEMENTATION COSTS
2026-2029**

Hart	
Program Year	Implementation Costs*
2026	\$114,549
2027	\$113,113
2028	\$120,807
2029	\$123,005

*Implementation costs represent third-party implementation service costs only and do not include MPPA administrative and/or third-party Evaluation, Measurement, and Verification ("EM&V") costs.