

*City of Hart, Michigan*  
CITY COUNCIL AGENDA  
June 8, 2021, 7:30 PM  
409 State St. – Community Center  
NOTICE OF PUBLIC MEETING  
REGULAR COUNCIL MEETING

THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO  
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EMERGENCY ORDER UNDER MCL 333.2253 – GATHERING LIMITATIONS AND MASK  
ORDER OF June 1, 2021 AND PA 228 OF 2020 AMENDMENT TO SECTION 3 OF PA 267 OF 1976  
OPEN MEETINGS ACT

A MAXIMUM OF 25 INDIVIDUALS WILL BE PERMITTED TO ATTEND THE  
MEETING CONTINGENT UPON ABILITY TO ACCOMMODATE SOCIAL  
DISTANCING REQUIREMENTS.

1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Powers, Rybarz Jr., Trygstad, Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter that is not included on the agenda for a public hearing by the Council. We ask that you please limit your comments to 3 minutes**
  - a. Correspondence, Events, Presentations
6. Consent Agenda:
  - a. Approval of Minutes from May 25, 2021 Council meeting.
  - b. Bills, Claims, Payroll
  - c. Reports of Boards, Commissions, and Committees
  - d. Department Reports – Police/BioPure/Public Works/Energy/\*C&E Dvlp.
7. Action Items
  - a) Resolution 2021 – 42 Authorize the temporary placement of goods, wares, and merchandise on the public sidewalk
  - b) Resolution 2021 – 43 Authorize purchase of deck construction materials for Historic District Depot
  - c) Resolution 2021 – 44 Approve City Manager employment agreement
  - d) Resolution 2021 – 45 Authorize Energy Department purchase of Reel Trailer
  - e) Resolution 2021 – 46 Michigan Public Power Agency Commissioner Appointment
  - f) Resolution 2021 – 47 Designate City Manager Splane as Member Representative to Energy Service Project
  - g) Resolution 2021 – 48 Designate City Manager Splane as ACT 51 Street Administrator
  - h) Resolution 2021 – 49 LIEAF OPT IN
8. Discussion Items
9. City Manager Report
10. Communications from the Mayor and Council
  - a. **Appointment to HEART – Sue Payne**
11. Adjournment –

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



**CITY OF HART  
407 S. STATE ST.  
HART, MI 49420  
COUNCIL PROCEEDINGS  
MAY 25<sup>th</sup> 2021  
MINUTES – Draft**

**PRESENT:** Mayor Vicki Platt, Councilors: Mike Powers, Fred Rybarz, and Kris Trygstad.

**VIA ZOOM:** Dean Hodges and Jim Evans

**ABSENT:** : Catalina Burillo

**OTHERS PRESENT:** City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Energy Superintendent – Michael Schiller, DPW Superintendent – Brad Whitney, Police Chief Juan Salazar, Nichole Steel (HEART), Teri Heacock, Barbara Marczak, Sharon Hallack, George Sadler, and Mark Nettleton

Mayor Platt called the meeting to order; following the roll call, the mayor led the Council in the pledge of allegiance.

**APPROVAL OF AGENDA:** F. Rybarz motioned to approve the agenda and was supported by M. Powers.

- Ayes: 4 Nays: 0 Absent: 1

**PUBLIC COMMENTS:** Mr. Sadler wanted an update on when the pocket park construction was going to be completed. B. Marczak commented there is a delay with some materials, the project was supposed to be wrapped up May 28<sup>th</sup>, but now a 30-day extension has been made with hopes of being completed by the end of June.

**CORRESPONDENCE, EVENTS, PRESENTATIONS:** None

**PUBLIC HEARING:**

- o F. Rybarz motioned to open the public hearing and supported by K. Trygstad

- Ayes: 4 Nays: 0 Absent: 1

- Wastewater system improvements – SRF Project Plan.  
Presentation by Prein&Newhof  
Description of previous work - We have previously given presentations summarizing the findings of or the Wastewater Asset Management program. The program was developed with a \$2 Million SAW grant. With this grant, we inventoried and mapped the assets of the system: manholes, pipes, pump station, size of sewers, and capacities, and the condition of them. Some findings include:
  - ♦ 23 miles of sanitary sewer pipe in the ground
  - ♦ Approx. 395 manholes
  - ♦ 7 miles of force main
  - ♦ WWTP – Biopure Plant (aerated lagoon and irrigation)
  - ♦ Condition – 47% is over 50 years old
  - ♦ Good News 75% is in good condition, bad news – 25% needs or will need some attention soon
  - ♦ A 10-year capital improvement plan, as well as a financial plan, were developed
  - ♦ Approximately \$18,000,00 worth of improvements over 10 year period were recommended.
  - ♦ The State Revolving Fund (SRF) loan program was recommended to help pay for those improvements.
- Description of Clean Water State Revolving Fund (SRF) Program – The SRF is a low-interest loan program that helps communities to pay for wastewater system improvements. The interest rate has been in the 2.0 percent range for the last several years. Loans normally have a 20 year payback period.
- Applying for a loan under the SRF program – Application for a loan requires the preparation of a Project Plan. The Project Plan is an extensive document that describes the need for the project, identifies public health problems, provides an analysis of alternatives and an evaluation of environmental impacts. The alternatives analysis includes review of the advantages and disadvantages of various alternatives and an analysis of capital cost and life cycle costs. Environmental impacts are also considered. The best alternatives are then selected. Prein&Newhoff has prepared the Project Plan to meet the State’s requirements. A twenty-year system-wide view must be covered because that is the life of the loan.
- Selected Projects – The City’s wastewater collection system is old and has many needs. A series of projects were selected that will replace poor condition sewers, reduce the likelihood of system failures, reduce operation and

maintenance, address capacity issues, and improve the sustainability and resiliency of the system. We identified approximately \$12.5 million worth of wastewater projects to be conducted in phases over a 5 year period. The first-year projects total approximately \$8.4 million.

- ♦ Biopure plant improvements – to improve efficiency and repair/replace again equipment and structures(
- ♦ Griswold Lift Station – upgrade and repairs
- ♦ Forcemain from lift station to Biopure plant
- ♦ Replace a smaller lift station
- ♦ Replace sewer to the Griswold lift station, which is under capacity
- Financial Impacts – We have previously presented several ways of covering the costs through rates. The SAW financial analysis recommended an approximately \$5.00 per month increase per average residential user. We have previously presented several ways of covering the costs through rates. The City is also seeking grants to cover some costs, which will reduce the costs. Future projects for the five-year period may add another \$2.30 per month.
- Environmental Impacts – Because these projects are all being done within existing highly urbanized areas and generally in the roadways, there will mainly be temporary construction impacts such as noise, dust, and inconvenience for traffic. There will be some impacts during crossing of streams or wetlands. In these cases, efforts will be made to minimize them, and they will be temporary. Permits from the State will be obtained before any construction. There are several endangered or threatened species in the area. These will be identified before any disturbance, and if needed, the project will go around or mitigation efforts made. Historical records for important sites will also be reviewed prior to work. Again, the projects are in the areas that are already disturbed and so are unlikely.
- State review of projects – The State scores projects based on factors such as need, impacts to water quality, and population. The projects are due by June 1<sup>st</sup> this year, and the State determines if the projects qualify for its program. And then ranks each submittal according to determine which projects fall within the available funding range. The program has had a fairly low volume of submittals that last several years, and all projects submitted have been able to be funded.
- Schedule – The State publishes its list of fundable projects in August or September. It has a 30 day public comment period and then a comment period. The list is finalized, and the money becomes available in October with the start of the State’s fiscal year.

**PUBLIC COMMENTS:**

- Brad Whitney, DPW Superintendent, asked where the City of Hart would be ranked according to the State in this process? B. Marzak Prein&Newhof “I do not know exactly where The City would be ranked from 1 to 50 projects, but from what I have been told, the State has enough money to fund all the projects that they anticipate coming in this year”.
- Sharon Hallack – wondering if the industry businesses will be paying more than \$5.00, which the residential customers will be paying? Barbara stated the rate structure on Industries is tiered differently and uses a lot more water than your average resident there for their rate will be higher.
- Mayor V. Platt, when does the project begin? Barbara “The state's physical year starts on Oct 1<sup>st</sup>. By the time you pull permits, do the rate structure. It's likely to be spring of 2022 when the project goes out for bids. The project would start next fall and will take about a year.
- George Sadler asked about the capacity of the system? Barbara, I do not have the exact numbers off the top of my head, but yes, the system is getting close to 90%, which is some of why we are making these improvements. And also, will this project help with the odor problem that we have with the system now? But the smell that you get in the spring is the lagoons are full.

- o M. Powers motioned to close the Public Hearing and supported by F. Rybarz.

- o Ayes: 4 Nays: 0 Absent: 0

**PUBLIC HEARING:** CDGB Grant Application

- o F. Rybarz motioned to open the public hearing and supported by M. Powers

- o Ayes: 4 Nays: 0 Absent: 1

- Barbara Prein&Newhof spoke on behalf of the grant application. The Michigan Economic Development Corporation (MEDC) announced a grant opportunity for low-income communities, which the City of Hart falls

under that category. This grant is for water-related infrastructure. Since we already have a lot of our information for the SRF program, we thought this is an excellent opportunity to go after and what we have proposed is to take a project off the list in the SRF project plan and apply for this grant. The project we choose is the force-main project which goes from the lift station to the Biopure. This is a \$1 million project. The grant is that the City match at 25%, so this would be a 75% grant. The grant came out last month and is due May 31<sup>st</sup>. With 25% match coming out of the City's Sewer budget.

- o M. Powers motioned to close the public hearing and supported by K. Trygstad
  - Ayes: 4 Nays: 0 Absent: 0

#### **CONSENT AGENDA:**

- Approval of amended minutes from May 11<sup>th</sup>, 2021 to Change Candidate B to Robert Splane
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
  - o F. Rybarz motioned to approve Consent Agenda with the correction of minutes and supported by K. Trygstad
    - Ayes: 4 Nays: 0 Absent: 1

#### **ACTION ITEMS:**

- Resolution 2021-37 Adopt Final Project Plan for Wastewater System Improvements and designate an Authorized Project representative.  
The City of Hart recognizes the need to make improvements to its existing wastewater collection and treatment system. The City of Hart authorized Prein&Newhof to prepare a Project Plan, which recommends the rehabilitation and replacement of sanitary sewers, improvements to the Biopure Wastewater Treatment Facility, and improvements to the City of Hart's lift stations and associated appurtenances to provide a more reliable, efficient and resilient wastewater collection and treatment system, replace aging and structurally deficient wastewater infrastructure, provide accessibility for operation and maintenance, improve system capacity; and improve overall treatment efficiency. The Project Plan was presented at a Public Hearing held on May 25<sup>th</sup>, 2021, and all public comments at the hearing or written comments submitted during the public comment period have been considered and addressed. The City of Hart formally adopts said Project Plan and agrees to implement the selected FY 2022 projects based on the selected alternatives for those projects. The City Manager is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a State Revolving Fund Loan to assist in the implementation of the selected alternative.
  - o F. Rybarz motioned to approve Resolution 2021-37 and supported by M. Powers.
    - Ayes: 4 Nays: 0 Absent: 1
- Resolution 2021-38 Authorize application processing for CDGB grant funding.  
The Michigan Strategic Fund has invited Units of General Local Government to apply for its Water-Related Infrastructure (WRI) competitive funding round. The City of Hart desires to request \$810,000.00 in CDBG funds to replace the Griswold Lift Station Sanitary Force main pipe from the lift station to the BipPure Treatment Plant. The City of Hart commits local funds from its Sewer Fund in the amount of \$270,000.00. The proposed project is consistent with the local community development plan as described in the application. The proposed project will benefit all residents of the project area, and 65.8% of the residents of the City are low and moderate-income, as determined by census data provided by the U.S Department of Housing, the local funds, and any other funds to be invested in the project, have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and formal written authorization to obligate/incur a cost from the Michigan Economic Development Corporation. The City of Hart hereby designates the City Manager as the Environmental Review Certifying Office, the person authorized to certify the Michigan CDBG Application, the person authorized to sign the Grant Agreement and payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.
  - o M. Powers motioned to approve Resolution 2021-38 and supported by F. Rybarz
    - Ayes: 4 Nays: 0 Absent: 1
- Resolution 2021-39 Designate City Manager as an authorized signer for MEDC Pocket Park Grant extension filing.

The City of Hart has experienced delays in the completion of the Downtown Pocket Park. The City has understood that Greenstone General Contracting is currently waiting on MEDC approved stone necessary for the completion of the project, delayed due to supply chain issues. The City’s engineers, Grant administrator, and City staff may need to extend the Grant period to accommodate current delays. The Hart City Council designates City Manger Robert Splane as an authorized signer for current and future project documents.

- o M. Powers motioned to approve Resolution 2021-39 and supported by F. Rybarz
  - Ayes: 4 Nays: 0 Absent: 1
- Resolution 2021-40 Authorize creation of Social District in downtown Hart
 

The State of Michigan, through PA 124 of 2020, has authorized the creation of Social Districts in communities throughout the state. The ongoing limitations placed on businesses as a result of the COVID-19 pandemic has led communities to be creative in supporting businesses which include passage of regulations permitting the creation of local Social District and the Hart Economic and Redevelopment Team has held a public hearing on May 11<sup>th</sup>, 2021 discussed creating a Social District with the businesses in the downtown and have found support for a local district. The City Council authorizes the creation and operation of a Social District in the downtown area as authorized by PA 124 of 2020 to be overseen by the Community and Economic Development Director.

  - o F. Rybarz motioned to approve Resolution 2021-40 and supported by K. Trygstad
    - Ayes: 4 Nays:0 Absent: 1
- Special Events Permit: Hart Public Schools would like to host a Memorial Day Parade on Monday, May 31<sup>st</sup>. Route Johnson St to Main St to Cemetery. Will cancel if it rains.
  - o M. Powers motioned to approve Hart Public Schools Memorial Day Parade and supported by F. Rybarz
    - Ayes: 4 Nays: 0 Absent: 1

**DISCUSSION ITEMS:**

- Hart Historic District will be hosting its 1<sup>st</sup> annual Car show on June 12<sup>th</sup>, 2021

**CITY MANAGER'S REPORT:** None

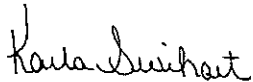
**COMMUNICATIONS FROM THE MAYOR AND COUNCIL:**

- Mayor V. Platt nominated F. Rybarz for Pro-Tem Mayor.

**ADJOURN:**

- There being no further business to come before the Council, the meeting adjourned at 8:05 pm upon a motion by M. Powers and supported by K. Trygstad. The next regularly scheduled meeting will be on June 3<sup>rd</sup>, at 7:30 pm.

Respectfully Submitted



Karla Swihart  
City Clerk

Payables Date: 6/8/2021	Description	Total	General +	DPW	Energy	BPTF	Water
Adams, Matt	Phone Reimbursement	\$ 35.00		\$ 35.00			
Advanced Drainage Systems	Irrigation Field Work	\$ 4,828.80				\$ 4,828.80	
Alerus	OPEB yearly Contribution	\$ 100,000.00	\$ 40,000.00		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Amsoil	Oil's	\$ 765.00				\$ 765.00	
Anderson, Shawn	Phone Reimbursement	\$ 35.00	\$ 35.00				
APX	MIRECS	\$ 86.71			\$ 86.71		
Campbell's Plumbing	Back Flow Prevention	\$ 1,085.75		\$ 80.00	\$ 240.00	\$ 685.75	\$ 80.00
Capital One Trade	120 v AC Elect 1500 lb	\$ 279.98				\$ 279.98	
Castillo, Lenin Alexander	Deposit Refund	\$ 14.22			\$ 14.22		
City of Hart	Utility Bills	\$ 34,879.86	\$ 688.42	\$ 1,097.16	\$ 1,856.98	\$ 28,985.06	\$ 2,252.24
City of Hart	HEART Utility Bill	\$ 109.18	\$ 109.18				
Dacott	Power Purchase Report	\$ 650.00			\$ 650.00		
DTE	Natural Gas	\$ 1,254.20	\$ 439.58	\$ 152.77	\$ 346.56	\$ 232.79	\$ 82.50
DuBois Cooper	Seal Assembly	\$ 945.00				\$ 945.00	
Eisenlohr, Cheri	Reimburse Office Expense	\$ 76.24	\$ 76.24				
Eisenlohr, Mike	Phone Reimbursement	\$ 35.00		\$ 35.00			
Eisenlohr, Mike	Reimburse CDL Expense	\$ 60.00		\$ 60.00			
FirstNet	Police Modems	\$ 88.46	\$ 88.46				
Fleis & VandenBrink	Pointe/Veterans Park Grant	\$ 3,376.29			\$ 3,376.29		
Forner, Gayle	Rent HEART Bldg.	\$ 400.00	\$ 400.00				
Freed Mgmt	J&P Mgrs. #5	\$ 3,570.00	\$ 3,570.00				
Frontier	Diesel Plant	\$ 198.47			\$ 198.47		
Gowell, Nate	Phone Reimbursement	\$ 35.00			\$ 35.00		
HydroCorp	Cross Connection Control Program	\$ 750.00					\$ 750.00
Ingalls, Joe	Phone Reimbursement	\$ 35.00	\$ 35.00				
Kies, Chris	Phone Reimbursement	\$ 35.00				\$ 35.00	
LARA	LIEAF Program	\$ 980.98			\$ 980.98		
Louis Gelder	Parts/Supplies	\$ 43.86		\$ 43.86			
Mantych, Liz	Phone Reimbursement	\$ 35.00	\$ 35.00				
Mika Meyers	Legal Services	\$ 18,057.00	\$ 18,057.00				
Model	Uniforms/Rugs/Rags	\$ 567.45	\$ 136.58	\$ 178.12	\$ 47.88	\$ 204.87	
MPPA	Purchased Power	\$ 21,264.73			\$ 21,264.73		
NCL	Lab Supplies	\$ 1,124.10				\$ 1,124.10	
Oceana Builders	Building Materials	\$ 1,044.00				\$ 1,044.00	
Power Line Supply	Parts/Supplies	\$ 1,838.54			\$ 1,838.54		
Pranger Property Mgmt	City Hall Cleaning Services	\$ 168.00	\$ 168.00				
Praxair	Cylinder Rentals	\$ 135.30		\$ 60.60	\$ 74.70		
Prein & Newhof	Various Projects	\$ 16,161.03	\$ 3,781.40		\$ 1,141.40	\$ 11,238.23	
Ramirez, Beyonka	Deposit Refund	\$ 100.70			\$ 100.70		
Rands, Ronald	Deposit Refund	\$ 191.22			\$ 191.22		
Republic Services	Monthly Garbage Service	\$ 16,497.25		\$ 16,497.25			
Republic Services	J&P Garbage Service	\$ 215.46		\$ 215.46			
Republic Services	Starting Block Garbage Service	\$ 187.35			\$ 187.35		
Ricoh	Copy Overage Fees	\$ 59.88	\$ 59.88				
Riggs, Jason	Phone Reimbursement	\$ 35.00		\$ 35.00			
Salazar, Juan	Phone Reimbursement	\$ 35.00	\$ 35.00				
Schiller, Mike	Phone Reimbursement	\$ 35.00			\$ 35.00		
Servicios DeEsperanza, LLC	Deposit Refund	\$ 4.79			\$ 4.79		
Simkins, Mary	Deposit Refund	\$ 11.82			\$ 11.82		
Skipski, Kevin	Phone Reimbursement	\$ 35.00	\$ 35.00				
SpringBrook Supply	Irrigation Supplies	\$ 69.12				\$ 69.12	
Steel, Nichole	Phone Reimbursement	\$ 35.00	\$ 35.00				
SyncWave	Internet Hosting - J&P	\$ 54.95	\$ 54.95				
Tanner Plumbing & Heating	Various Charges	\$ 427.63	\$ 120.33	\$ 31.35		\$ 275.95	
The Bank of New York	Paying Agent Fee-Bldg Author. Bonds	\$ 750.00	\$ 750.00				
Trace Analytical	Water Testing	\$ 1,335.20				\$ 1,335.20	
United Group	June Insurance Prem	\$ 2,948.93	\$ 1,126.78	\$ 273.21	\$ 630.25	\$ 797.65	\$ 121.04
VanAgtmael, Scott	Phone Reimbursement	\$ 35.00			\$ 35.00		
VanZoeren, Andy	Phone Reimbursement	\$ 35.00			\$ 35.00		
		\$ -					
	<b>Subtotal</b>	<b>\$ 238,147.45</b>	<b>\$ 69,836.80</b>	<b>\$ 18,794.78</b>	<b>\$ 53,383.59</b>	<b>\$ 72,846.50</b>	<b>\$ 23,285.78</b>
	<b>HAND CHECKS/ACH</b>						
Alerus - ACH	City Share 401 Retirement	\$ 2,843.99	\$ 2,843.99				
US Postmaster	Postage	\$ 423.20			\$ 275.08	\$ 126.96	\$ 21.16
		\$ -					
		\$ -					
	<b>TOTAL HAND CHECKS</b>	<b>\$ 3,267.19</b>	<b>\$ 2,843.99</b>	<b>\$ -</b>	<b>\$ 275.08</b>	<b>\$ 126.96</b>	<b>\$ 21.16</b>
	<b>Sub-Total Regular Bills/Hand Checks</b>	<b>\$ 241,414.64</b>	<b>\$ 72,680.79</b>	<b>\$ 18,794.78</b>	<b>\$ 53,658.67</b>	<b>\$ 72,973.46</b>	<b>\$ 23,306.94</b>

ACCOUNTS PAYABLE

Payables Date: 6/8/2021	Description	Total	General +	DPW	Energy	BPTF	Water
<u>Gross Payroll</u>	512	\$ 61,806.11					
	Sub-Total	\$ 61,806.11					
	<b>GRAND TOTAL</b>	<b>\$ 303,220.75</b>	<b>\$ 72,680.79</b>	<b>\$ 18,794.78</b>	<b>\$ 53,658.67</b>	<b>\$ 72,973.46</b>	<b>\$ 23,306.94</b>

PAYROLL AMOUNTS					
Pay 512					
06/10/21		GROSS PAY	OVERTIME	LONGEVITY	BASE PAY
Employee Code	Dept.		PAY		
FULL-TIME					
DCC	Office	\$1,691.21	\$0.00	\$0.00	\$1,691.21
DCC	Office	\$1,100.51	\$0.00	\$0.00	\$1,100.51
IMGR.	Office	\$1,410.81	\$0.00	\$0.00	\$1,410.81
DCC	Office	\$1,820.00	\$0.00	\$0.00	\$1,820.00
PO	Police	\$2,530.76	-\$40.32	-\$125.00	\$2,365.44
PO	Police	\$2,688.00	-\$322.56	\$0.00	\$2,365.44
PO	Police	\$3,376.44	-\$1,308.99	\$0.00	\$2,067.45
PC	Police	\$2,774.80	\$0.00	-\$250.00	\$2,524.80
DS	Police	\$2,928.80	\$0.00	-\$500.00	\$2,428.80
DPW1	DPW	\$2,219.36	\$0.00	\$0.00	\$2,219.36
DPW2	DPW	\$2,469.36	\$0.00	-\$250.00	\$2,219.36
DPW3	DPW	\$2,551.20	\$0.00	-\$500.00	\$2,051.20
DPWS	DPW	\$2,936.00	\$0.00	-\$500.00	\$2,436.00
BIOS	WW	\$3,386.40	\$0.00	-\$500.00	\$2,886.40
BIOS	WW	\$2,194.14	-\$176.54	\$0.00	\$2,017.60
BIOS	WW	\$3,237.07	-\$275.63	-\$500.00	\$2,461.44
ENERGY1	Energy	\$4,147.46	-\$361.62	-\$250.00	\$3,535.84
ENERGY2	Energy	\$3,781.38	-\$120.54	-\$125.00	\$3,535.84
ENERGYS	Energy	\$3,985.00	\$0.00	-\$125.00	\$3,860.00
ENERGY3	Energy	\$3,453.76	-\$240.96	\$0.00	\$3,212.80
ENERGY4	Energy	\$2,654.40	\$0.00	-\$500.00	\$2,154.40
DIR.	HD	\$2,009.60	\$0.00	\$0.00	\$2,009.60
<b>TOTAL</b>		<b>\$59,346.46</b>	<b>-\$2,847.16</b>	<b>-\$4,125.00</b>	<b>\$52,374.30</b>
PART-TIME					
MGR.	HHD	\$271.15	\$0.00	\$0.00	\$271.15
ASSIST.	HHD	\$216.00	\$0.00	\$0.00	\$216.00
DPW	DPW-PT	\$892.50	\$0.00	\$0.00	\$892.50
PPO	POL-PT	\$0.00	\$0.00	\$0.00	\$0.00
PPO	POL-PT	\$360.00	-\$225.00	\$0.00	\$135.00
PPO	POL-PT	\$720.00	\$0.00	\$0.00	\$720.00
<b>TOTAL</b>		<b>\$2,459.65</b>	<b>-\$225.00</b>	<b>\$0.00</b>	<b>\$2,234.65</b>
<b>TOTAL PAYROLL</b>		<b>\$61,806.11</b>	<b>-\$3,072.16</b>	<b>-\$4,125.00</b>	<b>\$54,608.95</b>



For Payroll ID: 124

For Selected Pay Code(s): 15X, 225X, 2X

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross	Check Date
85HPD 15X	- ANDERSON, SHAWN T 101-301.000-702.900	0.00	0.00	0.00	1.00	40.32	40.32	06/10/2021
Employee Totals:		0.00	0.00	0.00	1.00	40.32	40.32	
23HYD 15X	- BIRKMAN, TERENCE L 580-537.300-702.900	0.00	0.00	0.00	6.00	361.62	361.62	06/10/2021
Employee Totals:		0.00	0.00	0.00	6.00	361.62	361.62	
30HYD 15X	- GOWELL, NATHAN J 580-537.300-702.900	0.00	0.00	0.00	2.00	120.54	120.54	06/10/2021
Employee Totals:		0.00	0.00	0.00	2.00	120.54	120.54	
108HPD 15X	- INGALLS, JR., JOSEPH P 101-301.000-702.900	0.00	0.00	0.00	8.00	322.56	322.56	06/10/2021
Employee Totals:		0.00	0.00	0.00	8.00	322.56	322.56	
19WFP 15X 2X	- KIES, CHRISTOPHER A 590-527.100-702.900 590-527.100-702.900	0.00 0.00	0.00 0.00	0.00 0.00	2.00 2.00	75.66 100.88	75.66 100.88	06/10/2021 06/10/2021
Employee Totals:		0.00	0.00	0.00	4.00	176.54	176.54	
46DPW 15X 2X	- LLOYD, FRANKLIN J 590-527.100-702.900 590-527.100-702.900	0.00 0.00	0.00 0.00	0.00 0.00	2.50 3.50	96.15 179.48	96.15 179.48	06/10/2021 06/10/2021
Employee Totals:		0.00	0.00	0.00	6.00	275.63	275.63	
112HPD 15X	- MALOTKE, DAVID A 101-301.000-702.900	0.00	0.00	0.00	10.00	225.00	225.00	06/10/2021
Employee Totals:		0.00	0.00	0.00	10.00	225.00	225.00	
113HPD 15X 225X	- MANTYCK, ELIZABETH A 101-301.000-702.900 101-301.000-702.900	0.00 0.00	0.00 0.00	0.00 0.00	16.00 11.00	644.48 664.51	644.48 664.51	06/10/2021 06/10/2021
Employee Totals:		0.00	0.00	0.00	27.00	1,308.99	1,308.99	
21HYD 15X	- VAN AGTMAEL, SCOTT A 580-537.300-702.900	0.00	0.00	0.00	4.00	240.96	240.96	06/10/2021
Employee Totals:		0.00	0.00	0.00	4.00	240.96	240.96	



# 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:** June 8<sup>th</sup>, 2021

## RECENT EVENTS

From Thursday, May 20<sup>th</sup>, 2021, through Wednesday, June 2<sup>nd</sup>, 2021, the Hart Police Department received 90 complaints ranging from 911 Hang-Ups, Larcenies, Assist to Other Agencies, Property Damage Crashes, Motorist Assists, Suspicious Situations, Medical Assists, Alarms, Well-Being Checks, Fraud Complaints, Found Property, Civil Property Disputes, Unlawful Driveway of a Motor Vehicle, Breaking & Entering, Mental Health Complaints, Vehicle Violations and Animal Complaints

On Thursday, May 20<sup>th</sup>, 2021, the Hart Police Department was dispatched to the 4000 block of Polk Road referencing a Larceny (Gas Drive Off). A vehicle had pumped \$285.00 worth of diesel and left the area without paying. The vehicle was later located and returned and paid for the amount owed.

On Saturday, May 22<sup>nd</sup>, 2021, the Hart Police Department was dispatched to the 300 block of Washington Street regarding a Fraud Complaint. A 23-year-old Hart woman was attempting to rent an apartment in the Grand Rapids area. The woman began speaking with an individual via Facebook Marketplace and placed a \$700.00 deposit for the apartment. The woman later was notified this apartment was indeed for rent, but the individual she was speaking with via Facebook Marketplace was not the individual who owned the apartment. An investigation is ongoing.

On Saturday, May 22<sup>nd</sup>, 2021, the Hart Police Department assisted the Pentwater Police Department in the 400 block of Hancock Street. A 47-year-old Pentwater man and a 47-year-old Pentwater woman were causing a disturbance outside of a home. The Pentwater Officer advised the man and woman were being placed under arrested. The man and woman began to disobey the officers' commands and began to resist the officer; at one point, the man attempted to punch the Pentwater Officer in the face area while the woman attempted to jump on the Pentwater Officer's back. The Hart Officer arrived on the scene and was able to take the woman into custody, while the Pentwater Officer was able to take the man into custody. A report will be submitted to the Oceana County Prosecutor's Office for Resisting and Opposing a Police Officer.

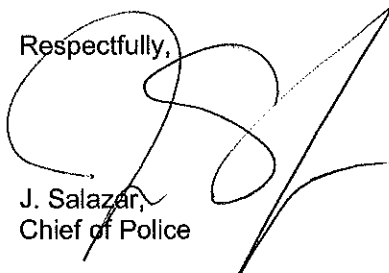
On Tuesday, May 25<sup>th</sup>, 2021, the Hart Police Department was dispatched to the 400 block of State Street, referencing a 3-year-old child stuck in a child's swing. Officers arrived on the scene and noted the child's legs were unable to be removed from the swing. Hart DPW was able to assist in cutting the swing away from the child's leg area. The child was removed from the swing without incident.

On Wednesday, May 26<sup>th</sup>, 2021, the Hart Police Department was dispatched to the 200 block of Lincoln Street regarding an Unlawful Driveaway of a Motor Vehicle. A 39-year-old Custer man reported his ex-girlfriend, a 29-year-old Grand Rapids woman, had stolen his vehicle before being incarcerated within the Oceana County Jail Wednesday, May 19<sup>th</sup>, 2021. It should be noted, the man at first turned the vehicle over to the woman willingly, but due to the woman not responding to the man's telephone calls, the man now wanted to report the vehicle as stolen. The vehicle was later located by the Grand Rapids Police Department in the City of Grand Rapids. An investigation is ongoing.

On Wednesday, March 26<sup>th</sup>, 2021, the Hart Police Department initiated a traffic stop on Oceana Drive near State Street regarding a vehicle violation. A 29-year-old Shelby man was cited for Operating a Motor Vehicle without Insurance.

On Wednesday, June 2<sup>nd</sup>, 2021, the Hart Police Department was dispatched to the 100 block of State Street about a Fraud Complaint. A 37-year-old Grosse Ile woman stated her aunt, a 74-year-old Hart woman, forged her father's signature, a 74-year-old Hart man, to have the man's mail forwarded to her address. The man currently is in hospice and is not expected to live long. Currently, the Grosse Ile woman and Hart woman are disputing the personal property of the man. An investigation is ongoing.

Respectfully,

A handwritten signature in black ink, appearing to be 'J. Salazar', written over a large, light-colored circular scribble.

J. Salazar,  
Chief of Police



## Hart Energy Department

3907 N. Oceana Drive  
Hart, Michigan 49420  
Off: 231-873-5367  
Mike Schiller, Superintendent  
Email - mschiller@cityofhart.org

### Council Report 6/8/2021

The Energy Department is doing well and staying healthy. It is the busy season and we are happy to be getting a lot of jobs done.

We have recently cleared trees and brush from 800' of right away off Lever Rd. Then we installed four new power poles with hardware to relocate a three phase line along property line.

The Energy Department has finished a new service on Harrison rd to a new home. We have installed a new service line to the Historic district, for there new service upgrade.

We continue to have a lot more miss dig locates. I am looking into quotes for the lawn at the dam to keep banks healthy and looking good. We were able to get our CPR and First Aid training done. Thanks to Hart PD

Thank You,

Please feel free to call with any questions or concerns. 231-  
**873-5367 . Hart Energy Dept/Mike Schiller**





HEART DIRECTOR'S REPORT  
June 4, 2021

Updates

- Working out of city hall, plans to remove/sell/store items from Main Street office
- Establishing Social District with Liquor Control Commission – creating rules, an application and requirements participating businesses have to follow, logo, signage, etc and creating a webpage on HEART's site with information, rules, maps, etc
- Representing the City of Hart in conversations regarding establishing a Brownfield Authority in Oceana County
- Creating a new website for the Hart Historic District.
- Submitted grant application through State Farm for \$25,000 to establish a Pay it Forward – Like a Good Neighbor program to help cleanup, paint, landscape, build, repair, etc exteriors of homes through a nomination process & selection committee.
- Commercial Open House tour of vacant commercial buildings to attract new or expanding businesses will be held on June 17<sup>th</sup>.
- Working on The Creeks development, Ceres Solution Property, 210 Johnson St & the with a developer interested in the Silver Mill Property
- Music on the Commons promotions (billboard, banners, posters, rack cards)
- Ongoing development leads and economic development assistance as needed
- Judging Pitch North competition on 06/08/21 – open to public
- Ongoing administration of \$50,000 in grant money received from the MEDC for the Match on Main Grant for LaProbadita and Stella's Coffee House.
- Attending weekly Michigan Economic Development Corporation's Economic Development enrichment courses.
- RFP's for Wayfinding Design bid – working with HEART board and TIFA on funding
- Met with Starting Block to see how things are going – see what needs they have. Plan to help with marketing them better, updating website and utilizing soc media (no posts since 2017)
- Built/launching new website for John Gurney Park, starting a new site for the Historic District.
- Coordinating fireworks logistics w/ DPW, Hart Energy & HPD

Respectfully Submitted,

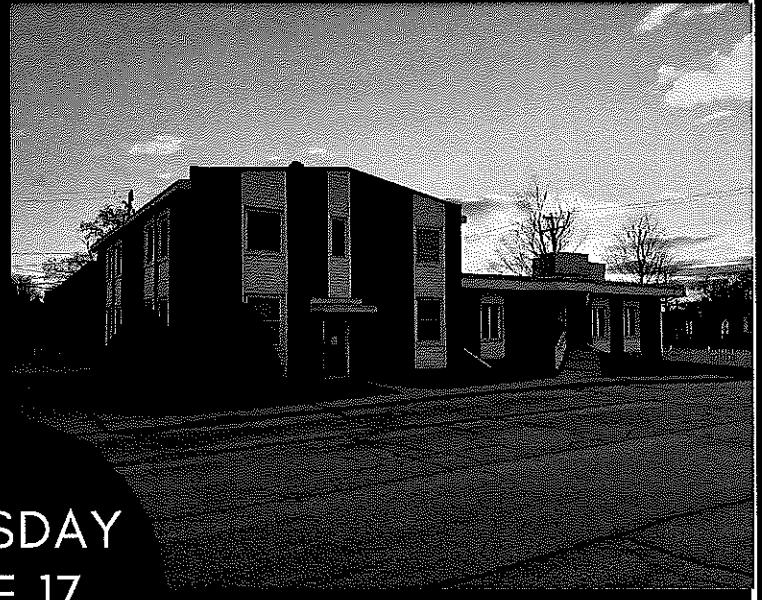
Nichole Steel  
Economic & Community Development Director

YOU'RE INVITED TO A

COMMERCIAL

# OPEN HOUSE TOUR

TAKE YOUR BUSINESS TO HART



THURSDAY  
JUNE 17  
4-6PM

## Tour the opportunities:

- Tour commercial properties for sale or lease
- Talk with commercial lenders, realtors, insurance agents and the Hart Economic Development Director
- Resources for entrepreneurs
- Networking
- Door prizes
- Refreshments
- Public welcome!



Presented by the Hart Economic and Redevelopment Team and Coldwell Banker Woodland Schmidt

(231) 873-2488 | [nstelecityofhart.org](http://nstelecityofhart.org) | [www.takemetohart.org](http://www.takemetohart.org)

**RESOLUTION 2021-42**  
**City Council**  
***City of Hart, Michigan***

***AUTHORIZE THE TEMPORARY PLACEMENT OF GOODS, WARES, AND  
MERCHANDISE ON THE PUBLIC SIDEWALK***

WHEREAS, the City of Hart currently prohibits the placement of goods wares and merchandise on the public sidewalk; and

WHEREAS, the City has been asked to consider amending the ordinance to permit this practice; and

WHEREAS, with the COVID pandemic actively presents a public health threat, the City believes that short term action while comprehensively reviewing possible changes is in the best interest of the City's business community; and

*NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:*

*Temporarily through December 31, 2021, waives the prohibition of the placement of goods, wares, and merchandise on the public sidewalk in an area no greater than thirty-six (36) inches from the front of the building face of the business while retaining a minimum of five (5) feet of a clear walkway between the items placed upon the sidewalk and the back of the street curb; and*

*Requiring businesses to receive a permit to be posted in their front window before any goods, wares or merchandise is placed upon the sidewalk.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, June 8, 2021.

Ayes    \_\_\_    Nays    \_\_\_    Absent    \_\_\_

**RESOLUTION 2021-43**  
**City Council**  
***City of Hart, Michigan***  
***Oceana County***

**AUTHORIZE PURCHASE OF DECK CONSTRUCTION MATERIALS FOR HISTORIC DISTRICT DEPOT**

WHEREAS, the City of Hart budgeted funding in 2012 for the construction of a ramp and deck around the Train Depot building located in the Hart Historic District; and

WHEREAS, two competitive quotes were sought for the necessary materials for deck and auxiliary ramp construction; and

WHEREAS, the City of Hart Historic District has available staff and volunteer support to construct the structure to the attached engineering specifications; and

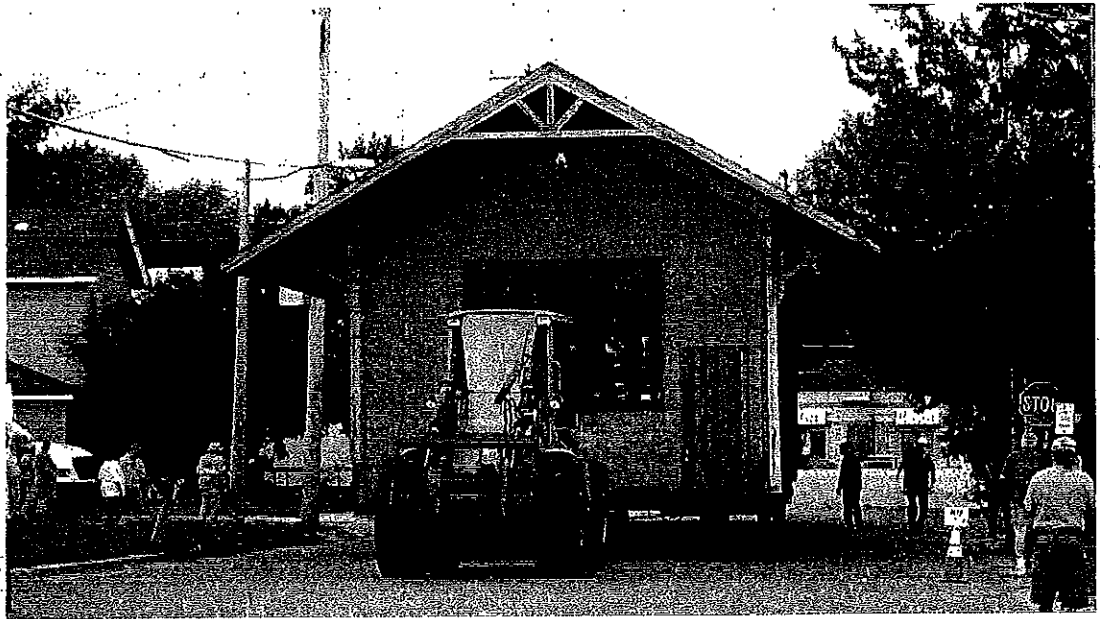
NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

*Authorizes the purchase of decking materials at the lowest quoted price of \$6293.91 as provided by Lowe's Home Center.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled meeting on June 8, 2021.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_





## RAILROAD DEPOT MOVE SEPTEMBER 6, 2012

***WE HAVE MOVED!!!*** Yes, we have moved the Hart Railroad Depot to add to our collection of historic buildings at the Historic District at Union and Lincoln Streets in Hart. We would like, at this time, to thank the people who made this move possible.

First, thank you to all of the organizations who contributed financially to the cost of moving the Depot to the District.

Second, thank you to all the contractors for their concessions when a short fall occurred. This made the move possible.

Third, thank you to all the utility companies who contributed their time and equipment to help preserve this historic building so that future generations can view "a piece Hart's railroad history" in the District.

Last, thank you to all the people who served on committees and the grant writers as well as the people who gave up their parking space so we could have a safe, clear route to the District.

Historic District Manager,  
Russ Robbins



City of Hart, Michigan

MEMORANDUM

TO: MAYOR RON LAPORTE & CITY COUNCIL

FROM: STAN RICKARD, CITY MANAGER

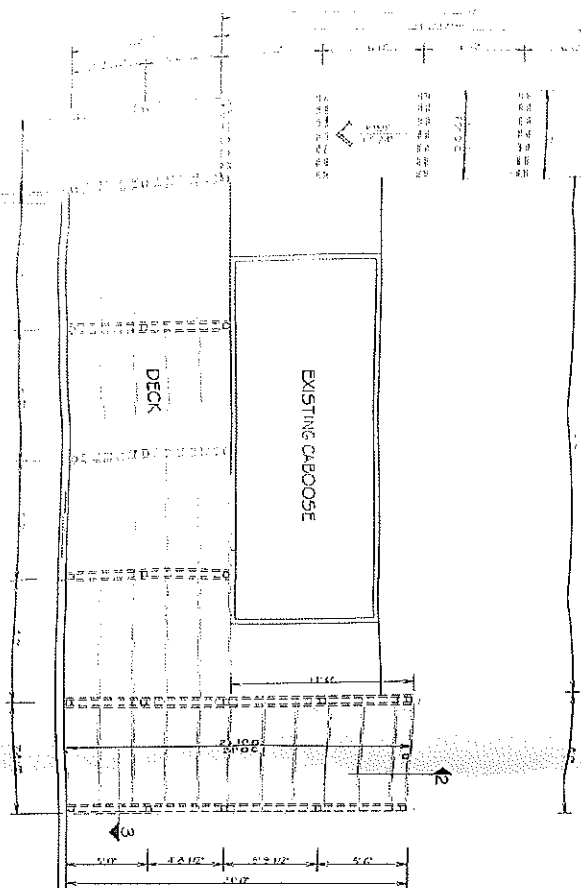
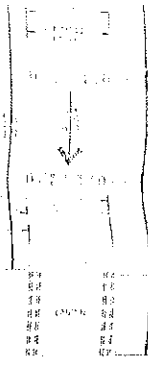
DATE: JUNE 12, 2012

RE: DEPOT RELOCATION PROJECT

Donations for the \$40,000 Hart Railroad Depot relocation project now total \$36,500 as follows. However, the Hart Heritage Preservation Group has secured a quote for the environmental work in the amount of ~\$12,000 which is under the estimated cost. They have suggested local fundraisers on moving day to procure the balance of funds.

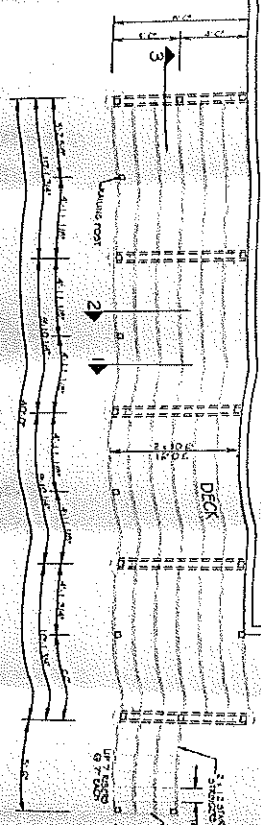
<u>Revenues</u>	
Hart Historic Commission	\$10,000
Great Lakes Energy People Fund	\$7,500
Private Donation	\$2,000
Oceana County Community Foundation	\$2,000
City of Hart	\$15,000
Proposed Fundraiser	\$3,500
<b>TOTAL</b>	<b>\$40,000</b>
<u>Expenditures</u>	
Environmental	\$15,000
Relocation	\$25,000
<b>TOTAL</b>	<b>\$40,000</b>

I believe the relocation project is sufficiently funded to begin the work so that we do not jeopardize grant funding that stipulates a summer 2012 commencement and the owner's plans to expand their business. With the potential of savings and additional fund raising efforts, I believe the project will be successful.

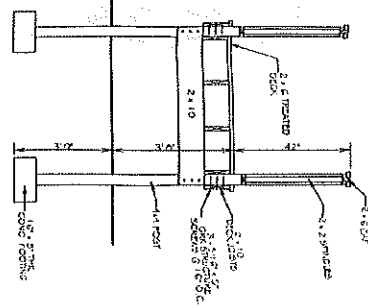


**PROPOSED DECK PLAN**  
SCALE 1/2" = 1'-0"

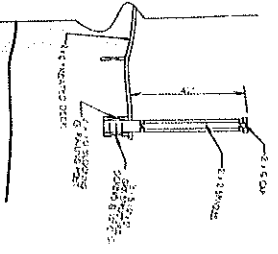
EXISTING DEPOT  
BUILDING



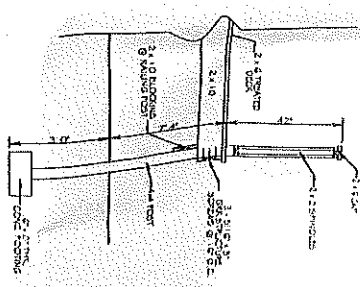
**SECTION - 1**  
SCALE 1/2" = 1'-0"



**SECTION - 2**  
SCALE 1/2" = 1'-0"



**SECTION - 3**  
SCALE 1/2" = 1'-0"



**RESOLUTION 12-33**  
**City Council**  
***City of Hart***  
*County of Oceana, State of Michigan*

***PROCEED WITH RAILROAD DEPOT RELOCATION***

- WHEREAS, the City of Hart endeavors to preserve the Hart Railroad Depot by relocating the structure to the Hart Historic District; and
- WHEREAS, the environmental mitigation and relocation project cost is estimated to be \$40,000; and
- WHEREAS, \$36,500 is firmly allocated for the relocation effort; and
- WHEREAS, the Hart Heritage Preservation Group is well-qualified to manage and perform the work using contractors and volunteers; and
- WHEREAS, the Historic Commission, City Attorney and City Manager will monitor the funds and contracts necessary for a successful project; and
- WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

*Authorizes and directs the City Manager to issue a notice-to-proceed to the Hart Heritage Preservation Group for the Railroad Depot environmental mitigation and relocation project.*

*Authorizes and directs the Hart Historic Commission to allocate the funds to the Preservation Group to procure the workers and contractors.*

*Authorizes and directs the City Attorney and City Manager to monitor the contractual services on behalf of the City of Hart.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regular council meeting held on June 12, 2012.

Ayes:            Nays:            Absent:

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

\_\_\_\_\_  
Laura L. Stevens, City Clerk

**Contractors Invoice**

WORK PERFORMED AT:

TO: CITY OF HART  
 HISTORIC DISTRICT  
 570-E LINCOLN ST HART

QUOTATION FOR MATERIALS  
 FOR DECK & RAMPS  
 AROUND CABOOSE & DEPOT

DATE: 1-3-01

YOUR WORK ORDER NO.

by Russ PH 231-247-5916

OUR BID NO.

**I VERTICAL POST**

- TREATED
- 1 4" x 4" x 10' = 22 Deck
  - 2 4" x 4" x 8' = 20 Deck
  - 3 4" x 4" x 8' = 16 Ramp
  - 4 4" x 4" x 10' = 12 Porch n-side

**II FLOOR & RAMP JOIST TREATED**

- 1 2" x 8" x 16' 6' length JOIST Deck
- 2 2" x 8" x 10' 15 CROSS SUPPORTS Deck
- 3 2" x 8" x 12' 16 Length Ramp & porch
- 4 2" x 8" x 8' 22 CROSS Ramp & porch
- 5 5/4" x 10' 190 PIECES

**III RAILING TREATED**

- 1 2" x 6" x 12' 8 RAMP RAILING
- 2 2" x 6" x 12 12 PORCH & WEST side
- 3 2" x 6" x 12 10 NORTH side

**IV SCREWS L CONNECTOR PLATE CEMENT**

- 1 5" GRK STRUCTURE SCREWS 50 LB
- 2 Deck SCREWS FOR 650 SQ FT
- 3 Redi-Mix CEMENT 25 BAGS
- 4 RAILING SCREW (FOR 2" MATERIAL) 10 LB

I Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_

in accordance with our  Agreement  Proposal

No. \_\_\_\_\_ Dated \_\_\_\_\_

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

QMER130A

LOWE'S HOME CENTERS, LLC  
LDM 2318

PAGE: 1

PROJECT ESTIMATE

CABOOSE & DEPOT DECK MATERIALS - BV

CONTACT: FURGASON, LEIGH  
CUST #: 149389351

SALESPERSON: VARENHORST, WILLIAM  
SALES #: 1210795

PROJECT NUMBER: 677026733

DATE ESTIMATED: 05/05/21

DATE

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
34	464526	4-4-10 TREATED #2 GRADE TIMBER	11503	809.18
36	639138	4-4-8 TREATED #2 GRADE SQ	11637	517.32
17	489191	2-8-16 TC TREATD #2 PRIME(2015	11644	492.66
15	489154	2-8-10 TC TREATED #2 PRIME(923	11641	363.55
16	489159	2-8-12 TC TREATED #2 PRIME(927	11642	345.12
190	489031	5/4-6-10 STANDARD DECKING	11658	2508.00
30	489109	2-6-12 TC TREATED #2 PRIME(349	11636	491.10
10	580224	GRK #9 X 5-IN TRIM FIN	117766.0	199.80
3	894296	25-LB 2-1/2-IN TAN EXT(-323981	48417	159.96
25	10387	QUIKRETE 60-LB CONCRETE MIX	110160	92.00
2	323970	5LB EXT SCRW FGP 3-1/2 IN TAN	NL312STT5	59.96
TOTAL FOR ITEMS				5937.65
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				356.26
TOTAL ESTIMATE				6293.91

This Quote is valid until 06/04/21.

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.  
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS  
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.  
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT  
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE  
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME  
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE  
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR  
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;  
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.



**QUOTE**  
 Store 2767 LUDINGTON  
 3865 W US 10  
 LUDINGTON, MI 49431

Phone: (231) 843-9108  
 Salesperson: KLM0746  
 Reviewer: KLM0746

Name  
**ROBBINS RUSS**

Address  
 570 LINCOLN ST

Phone 2

Company Name

City  
 HART

Job Description  
 Ramps around Caboose

State  
 MI

Zip  
 49420

County  
 OCEANA

Phone 1  
 (231) 747-5916

**QUOTE**

DATE

2021-05-05 09:59

Prices Valid Thru: 05/12/2021

We reserve the right to limit the quantities of merchandise sold to customers

**HOME DEPOT DELIVERY #1**  
**MERCHANDISE AND SERVICE SUMMARY**  
 REF # V17

**STOCK MERCHANDISE TO BE DELIVERED:**

REF #	SKU	QTY	UM	DESCRIPTION	PL	TAX	PRICE EACH	EXTENSION
R01	0000-257-974	22.00	EA	4X4-10FT #2 PT GC /	A	Y	\$23.35	\$513.70*
R02	0000-256-276	20.00	EA	4X4-8FT #2 PT GC /	A	Y	\$15.27	\$305.40
R03	0000-256-276	16.00	EA	4X4-8FT #2 PT GC /	A	Y	\$15.27	\$244.32
R04	0000-257-974	12.00	EA	4X4-10FT #2 PT GC /	A	Y	\$23.35	\$280.20*
R05	1001-754-002	6.00	EA	2X8-16FT #2PRIME PT GC /	A	Y	\$30.98	\$185.88
R06	1001-753-993	15.00	EA	2X8-10FT #2PRIME PT GC /	A	Y	\$19.57	\$293.55
R07	1001-753-998	16.00	EA	2X8-12FT #2PRIME PT GC /	A	Y	\$23.57	\$377.12
R08	1001-753-990	22.00	EA	2X8-8FT #2PRIME PT GC /	A	Y	\$16.57	\$364.54
R09	1001-754-832	190.00	EA	5/4X6-10FT PREM PT GC WEATHERSHIELD /	A	Y	\$14.34	\$2,724.60*
R10	1001-753-914	8.00	EA	2X6-12FT #2PRIME PT GC WEATHERSHIELD /	A	Y	\$18.37	\$146.96
R11	1001-753-914	12.00	EA	2X6-12FT #2PRIME PT GC WEATHERSHIELD /	A	Y	\$18.37	\$220.44
R12	1001-753-914	10.00	EA	2X6-12FT #2PRIME PT GC WEATHERSHIELD /	A	Y	\$18.37	\$183.70
R13	0000-519-370	10.00	BX	GRK RSS, 5/16X5-1/8", 40PK /	A	Y	\$32.98	\$329.80
R14	1004-311-200	3.00	EA	DECKMATE III, GREEN, 2-1/2 IN, 10 BK /	A	Y	\$44.98	\$134.94
R15	0000-929-514	25.00	EA	60LB QUIKRETE CONCRETE MIX /	A	Y	\$3.65	\$91.25

CONTINUED ON NEXT PAGE

# HOME DEPOT DELIVERY #1

(Continued)

REF #V17

R16 1004-311-207 1.00 PK/DECKMATE III, GREEN, 3 IN, 10 BK /

A	Y	\$44.98	\$44.98
<b>MERCHANDISE TOTAL:</b>		<b>\$6,441.38</b>	

**DELIVERY INFORMATION:**

SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise  
 TIME: Will be scheduled upon arrival of all S/O Merchandise

V17 0000-515-663 1.00 Outside Delivery

Y	\$79.00	\$79.00
<b>DELIVERY SERVICE SUBTOTAL:</b>		<b>\$79.00</b>

THE PCO WILL DELIVER MIDSE TO ROBBINS, RUSS

ADDRESS: 570 LINCOLN ST

CITY: HART

STATE: MI

ZIP: 49420

COUNTY: OCEANA

SALES TAX RATE: 6.000

PHONE: (231) 747-5916

ALTERNATE PHONE: (231) 747-5916

DRIVER SPECIAL INSTRUCTIONS:

END OF HOME DEPOT DELIVERY RETURN

## TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

<b>ORDER TOTAL</b>	\$6,520.38
<b>SALES TAX</b>	\$391.22
<b>TOTAL</b>	\$6,911.60
<b>BALANCE DUE</b>	\$6,911.60

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

END OF ORDER No. H2767-74156

P-2



**RESOLUTION 2021-44**  
**City Council**  
***City of Hart, Michigan***  
***Oceana County***

***CITY MANAGER EMPLOYMENT AGREEMENT***

WHEREAS, in May 2021 the City of Hart conducted a City Manager search process to replace City Manager Elizabeth Lynne Ladner; and

WHEREAS, City Council and a qualified candidate have agreed to terms of employment; and

WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

*Authorizes and approves a City Manager employment agreement with Robert Lawrence Splane.*

*Authorizes and directs the Mayor to sign the agreement on behalf of the City of Hart.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled meeting on June 8, 2021.

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

# EMPLOYMENT AGREEMENT

This Employment Agreement is made between the City of Hart (“Employer”), a Michigan City, and Robert Splane (“Employee”). In consideration of the mutual promises contained herein, the Employer and the Employee agree as follows:

## Article 1 Employment and Duties

### 1.1 Employment.

- a. The Employer employs the Employee to serve as its City Manager, which employment shall be at the pleasure of the Employer’s City Council (“Council”).
- b. From time to time, the Employer may appoint the Employee to serve or, as a result of the Employee’s employment as City Manager, the Employee may serve in other offices or on other boards, commissions and other bodies. The Employee acknowledges and agrees that the Employee’s terms of such offices or on such bodies shall be coterminous with the Employee’s employment as City Manager, such that the termination of the Employee’s employment as City Manager, whether by the Employee’s own resignation or by Employer action, shall serve as the Employee’s resignation from such other offices and bodies.

**Duties.** The Employee shall fulfill the duties of City Manager as directed by the Employer and as detailed in the City Charter. The Employee shall, at all times, perform such duties in an efficient and conscientious manner, exercising the Employee’s discretion, judgment and authority in the best interest of the Employer. The Employee’s job duties may be changed or modified from time to time at the sole discretion of the Employer.

**Exclusivity.** The Employee shall devote the Employee’s full time and attention to the Employee’s duties as City Manager.

**Compliance.** The Employee shall in the performance of the Employee’s duties comply with all applicable laws, rules, regulations, orders, directives and resolutions of any unit of government, agency or entity of competent jurisdiction, including all of the Employer’s policies, and the **ICMA Code of Ethics.**

**Office Hours.** The Employee shall maintain regular office hours at the Employer’s main location; however, the parties recognize that the Employee’s employment as City Manager also requires the Employee to often work substantial time outside of normal office hours.

## Article 2 Compensation

**Compensation.** The Employer shall pay the Employee an annual salary of \$87,800 in equal installments at the same pay periods as other Employer management employees are paid. This salary may be adjusted from time to time by action of the City Council.

**Fringe Benefits.** Except as otherwise provided in this Agreement or as defined specifically in the City of Hart Personnel Handbook (rev. Jan 2019), the Employee shall receive the same fringe benefits that are accorded to other full-time management employees of the Employer (such as earned time off; paid holidays; health and other insurance; other forms of leave; and retirement) as specified in the personnel policies of the Employer.

**Withholding.** In all payments to or on behalf of the Employee made pursuant to this Agreement, the Employer shall endeavor to comply with applicable tax laws, rules, regulations, orders, directives, policies and procedures. In doing so, it shall in its discretion withhold such amounts and report such payments in such a manner as it deems necessary and proper. However, the Employee shall be solely responsible for any tax liability for and tax consequences of such payments.

**Employer Personnel Policies.** All of the established personnel policies of the Employer relating to fringe benefits and working conditions, as they now exist or hereafter may be amended, adjusted or adopted, shall also apply to the Employee as they would to other full-time management employees of the Employer, except to the extent such policies are inconsistent with the benefits enumerated specifically in this Agreement.

**Suspension.** Pending an investigation of the conduct of the Employee, the Employer by action of the City Council may, in its sole discretion, direct that the Employee suspend all or any part of the performance of the Employee's duties and may assign the performance of the Employee's duties to another person or persons. This suspension of duties shall be without loss of salary or other benefits under this Agreement, until the Employee is either reinstated or terminated under this Agreement.

**Cell Phone.** The Employer shall provide the Employee with cell phone stipend of \$35 per month in connection with performing the Employee's duties under this Agreement.

**Car Allowance.** The Employer shall provide the Employee with a \$3,600 per year car allowance to be paid in equal payments. Mileage shall be paid at the federally adopted annual mileage rate per mile when the Employee leaves Oceana County while performing the Employee's duties under this Agreement.

**ETO.** The Employer shall provide the Employee 20 hours of ETO and the ability to use ETO starting at the inception of this Agreement. ETO shall be earned per the city's employee manual following.

**Computer and peripheral devices.** The Employer shall provide the Employee with a city owned laptop and necessary auxiliary devices in connection with performing the Employee's duties under this Agreement. All equipment provided will remain city property and shall be surrendered to the city following termination of employment.

**Article 3**  
**Liability and Indemnification**

**Liability.** The Employer shall hold the Employee harmless from, indemnify the Employee for, and defend the Employee against any threatened, pending or completed claim, demand, suit, settlement, judgment, or award, or civil, criminal, administrative or investigative proceeding or action which is made by any third party and which arises from and is within the scope of the Employee's performance of the Employee's duties under this Agreement. However, the Employer shall have no such obligation if the Employee did not act in good faith or if the Employee knowingly violated applicable laws, rules, regulations, guidelines, orders, directives or policies. With respect to any criminal proceeding, the Employer shall have no obligation under this provision. Whenever the Employer provides any defense required of it under this Section, the Employer may assume exclusive control over the representation of the Employee, and the Employee shall cooperate fully with the defense.

**Article 4**  
**Expenses**

**Membership Dues.** The Employer shall pay the Employee's membership dues to the following organizations:

- a. Michigan Municipal Executives (MME).
- b. International City/County Management Association (ICMA).
- c. Additional organizations as approved by council as needed.

**Attendance.** The Employer shall reimburse the Employee's reasonable costs for attending meetings, conventions, trainings, and conferences approved by the Employer up to the amount approved in the Employer's annual budget.

**Business Expenses.** The Employer shall reimburse the Employee for other legitimate business expenses the Employee reasonably incurs in performing the Employee's duties under this Agreement, provided such expenses and the requests for reimbursement (with supporting documentation) comply with applicable Employer policies.

**Subscriptions.** The Employer shall pay the reasonable costs of subscriptions to professional journals and other publications as are approved in the Employer's annual budget.

**Article 5**  
**Evaluation**

**Evaluation.** The Board will review and evaluate the performance of the Employee after every six (6) months of employment for a period of two (2) years and then at least annually at the first city council meeting in December of each calendar year. The evaluation will be based on specific criteria developed by the Board after consultation with the Employee. A numeric rating system will determine a compensation increase of 1.5%-5% following each performance evaluations. No

additional wage increases will occur outside of this agreement. A written summary of such review and evaluation will be provided to the Employee.

**Article 6**  
**Term and Termination**

**Term.** This Agreement shall become effective on June 25, 2021, and it shall remain in effect for two years from the effective date until terminated in accordance with this Article.

**Termination.** This Agreement and the Employee's employment it may be terminated as follows:

- a. Non-Renewal. Unless both parties mutually renew this Agreement at least 60 days prior to the expiration of this Agreement provided above, this Agreement and the parties obligations shall terminate on that expiration date.
- b. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least 30 days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the Employer shall have no obligation to pay the Employee for unused accumulated earned time off otherwise due under the Employer's policies, the amount of which the Employer shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.
- c. The Employer shall pay the Employee, in addition to any other amounts to which the Employee is entitled under the Agreement, an amount equal to three (3) months of the Employee's base salary. Such severance pay will be paid to the Employee over a three-month period by checks issued on regular Employer paydays and will have appropriate amounts withheld. Further, if the Employee secures another position of equal or greater pay during the three-month period, the Employer's obligation to make severance payments will cease. If the Employee takes another position at less pay during the six- month period, the Employer's obligation is limited to the difference in pay for the balance of said three-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source.
- d. By action of the City Council for the reason that the Employee failed to perform the Employee's duties under this Agreement as determined by the City Council or for the reason that the Employee committed misfeasance, malfeasance or nonfeasance in office as determined by the City Council or for the reason that the Employee performed a deliberate and wrongful act as determined by the City Council. In such circumstances, the Employer shall pay to the Employee the amounts due the Employee for unused accumulated paid time off under the Employer's policies, but no other severance amounts.
- e. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the Employer-

owned personal property, records, documents and other items in the Employee's possession.

- f. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 6.2 of this Agreement Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the Employer, subject only to the provisions set forth in Section 6.2 of this Agreement.

## **Article 7 Miscellaneous**

**Rules of Interpretation.** This Agreement is written and shall be interpreted pursuant to the laws of the State of Michigan and was made in Oceana County, Michigan. In the event of a conflict between this Agreement and any federal, state or local laws, rules or regulations, those applicable laws, rules or regulations shall prevail over conflicting provisions in this Agreement. This is the entire agreement between the parties regarding its subject matter. There are no other contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. The parties had, or had the opportunity to obtain, the advice of legal counsel before entering into this Agreement and it is to be interpreted as if it were mutually drafted. More than one copy of this Agreement may be signed, but all constitute but one Agreement.

**Assignment.** Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

**Jurisdiction and Venue.** To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state court in Oceana County, Michigan. The prevailing party in any action brought pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorney fees, incurred to bring, maintain or defend such action from the first demand through any and all appellate proceedings.

**Binding.** This Agreement shall be binding upon the parties and their heirs, , successors and assigns.

**Severability.** If a court or other tribunal having jurisdiction over this matter deems any provision of this Agreement unenforceable or invalid, the remaining provisions of this Agreement shall remain valid and enforceable.

**Return of Employer Property.** The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any Employer-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the Employer at that time. The Employee authorizes the Employer to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

**Notice.** Any notices necessary or required according to the terms of this Agreement will be deemed sufficient if in writing and sent certified or registered mail to the Employer's main address and to the Employee's address of record with the Employer.

**Fitness for Duty Examination.** The Employer may, at its expense, direct that the Employee be examined by health care providers of its choice in order to determine the Employee's fitness to fully carry out the Employee's duties. The results of those examinations shall be made available to the Employee and the Employer from the health care providers involved.

**Shortened Limitations Period.** The Employee agrees that any lawsuit or claim against the Employer arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other claims and lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

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

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

**RESOLUTION 2021 - 45**  
**City Council**  
***City of Hart, Michigan***  
***Oceana County***

**AUTHORIZE ENERGY DEPARTMENT PURCHASE OF REEL TRAILER**

WHEREAS, the Energy Department has in the FY 2021 budget, the purchase of a Reel Trailer and

WHEREAS, the trailer is necessary for the transportation and deployment of electric and auxiliary utility line materials; and

WHEREAS, Competitive bids were sought from three qualified vendors; and

WHEREAS, pricing submitted from vendors includes; A-Aerial Service Company - \$9,857, Brooks Brothers Trailers - \$10,300, AIS Construction Equipment - \$8,372 and

*NOW, THEREFORE, NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL*

*Accepts the competitively bid pricing offered from the above vendors; and*

*Agrees to purchase the Felling FT-6 R from AIS Construction Equipment at the lowest quoted price of \$8,372.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on June 8, 2021.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_





**FT-6 R**

**Reel**

**GVWR LBS:**

**8,000**

**GAWR LBS:**

**7,000**

**WEIGHT LBS:**

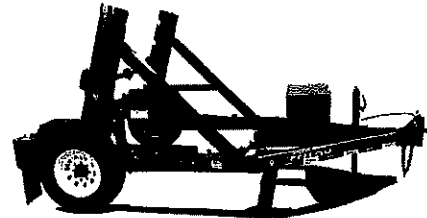
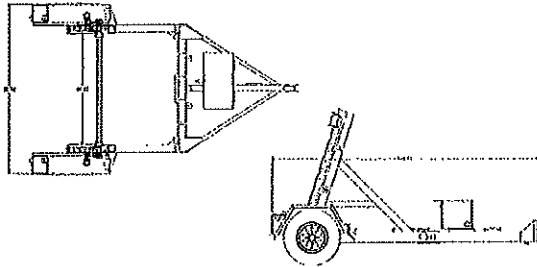
**1,920**

**CAPACITY LBS:**

**6,080**

- Built Per Customer Specs
- 5" X 3" X 1/4" tube uprights

- Electric/ Hydraulic Power Up & Down



Standard & Other Options	Description	Std. Option	Std. Qty.	Unit
Reel Capacity	Capacity for a 120" X 60" Reel, 2.25" shaft	X	1.00	Inches
Reel Capacity	Reel Diameter at lowest position, 24" Reel	X	1.00	Std
Overall Length	Overall Length	X	12.00	Feet
Width	93" OD, 60.5" ID	X	1.00	Inches
Brakes	Electric, Dexter FSA (Fwd Self Ad) On All Axles	X	1.00	Std
Axles	7K Axle Stubs	X	1.00	Std
Tires & Wheels	ST235/80R 16 E, 8 Bolt [16 x 6] White Mod	X	2.00	Std
Hitch Type	3" Adjustable Lunette Eye/Pintle, [C] 25,000 lb, Channel Mount (5/8" Bolt)	X	1.00	Std
Jack	7K Drop Leg ** Top Wind **	X	1.00	Std
Plug	7 Pole RV	X	1.00	Std
Lights	LED Lights (Peterson), Sealed Wiring Harness (Sealco)	X	1.00	Std
Trailer Color	Felling Black # CCA945378 (White Felling Decal)	X	1.00	Std
Stripe Color	White	X	1.00	Std
Standard	3/8" Safety Chains, Grade 70	X	1.00	Std
Standard	Elec/Hydraulic Pump with 12 V battery in Lockable Enclosure	X	1.00	Std
GVWR	8,000 lbs	X	1.00	Std

**A-AERIAL SERVICE COMPANY**  
 3462 Webster Ave  
 PERRIS, CA 92571

# Quote

Customer No.: CITY OF HART  
 Quote No.: 54504

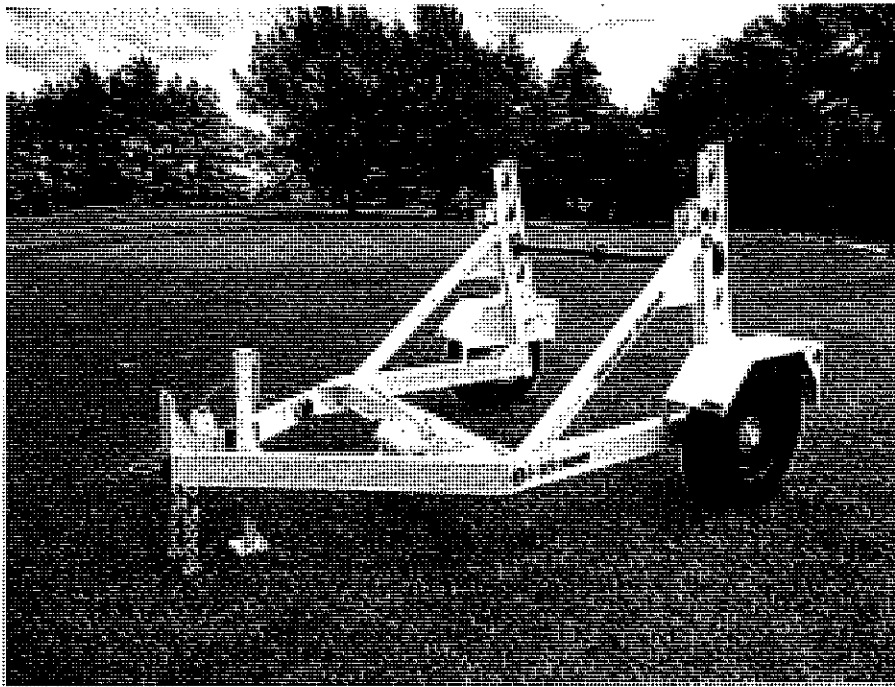
Quote To: CITY OF HART  
 407 State St.  
 HART, MI 49420

Ship To: CITY OF HART  
 407 State St.  
 HART, MI 49420

Date		Ship Via		F.O.B.		Terms	
05/27/21		Ground		Origin		CREDIT CARD	
Purchase Order Number			Sales Person			Required	
			ALYSSA DION			05/27/21	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1			SLABACHI85	SLABACHI85 REEL TRAILER (8500 LB, 120 REEL DIAM 60" W 132 LENGTH 96 W 1600 LBS	8850.000		8850.00

Quote subtotal	8850.00
Freight charges	950.00
Sales tax @ 6.00000%	57.00
<b>Quote total</b>	<b>9857.00</b>

Thank You



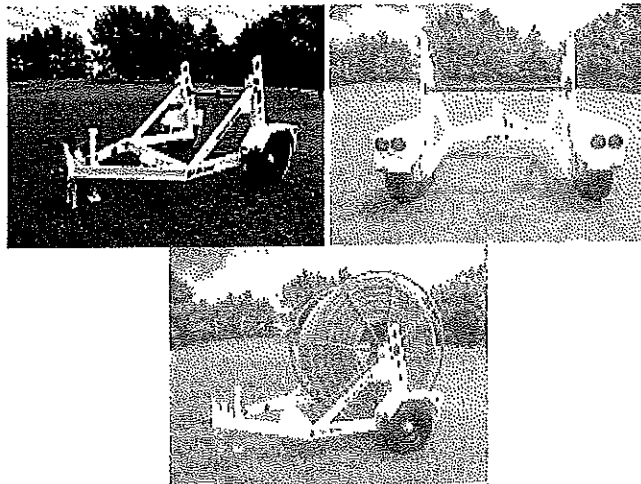
 Larger Photo

 Email A Friend



Like 0

Share



## Wheeler Reeler™ Single Wheel Trailer Slabach I 85

Our Price: \$8,850.00

Product Code: SLABACH-I-85

Qty:

-	1	+
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**Add To Cart**

**Add To Wishlist**

**Finance As Low As \$195/mo.**

**Description**

**Transportation cost varies. We will contact you for shipping cost**

Slabach I-85 Wheeler Reeler Features 8,500 pound payload rating, manual hydraulic brakes, flow divider, internal cylinders, electric brakes, breakaway kit, electric junction box, drop leg jack, safety chains, certification holder and DOT compliance stickers.

Price reflects drop ship only. Shipping from our stock incurs freight inbound costs.

- **PRODUCT CATEGORY SINGLE WHEEL TRAILER**
- **PAYLOAD RATING 8500 LB**
- **REEL DIAMETER (MAX) 120**
- **REEL WIDTH (MAX) 60**
- **REEL TRAILER LENGTH 132**
- **WEIGHT 1450 LB**
- **TIRES 235 75R X 17.**
- **BRAKES 12 V. ELEC. (STD.**
- **BREAKAWAY KIT 12 V. ELEC. (STD.**
- **REEL TRAILER WIDTH 96"**

Brooks Brothers Trailers

141 Francis Drive  
 Troy, MO 63379  
 (636) 462-1407

**Quote**

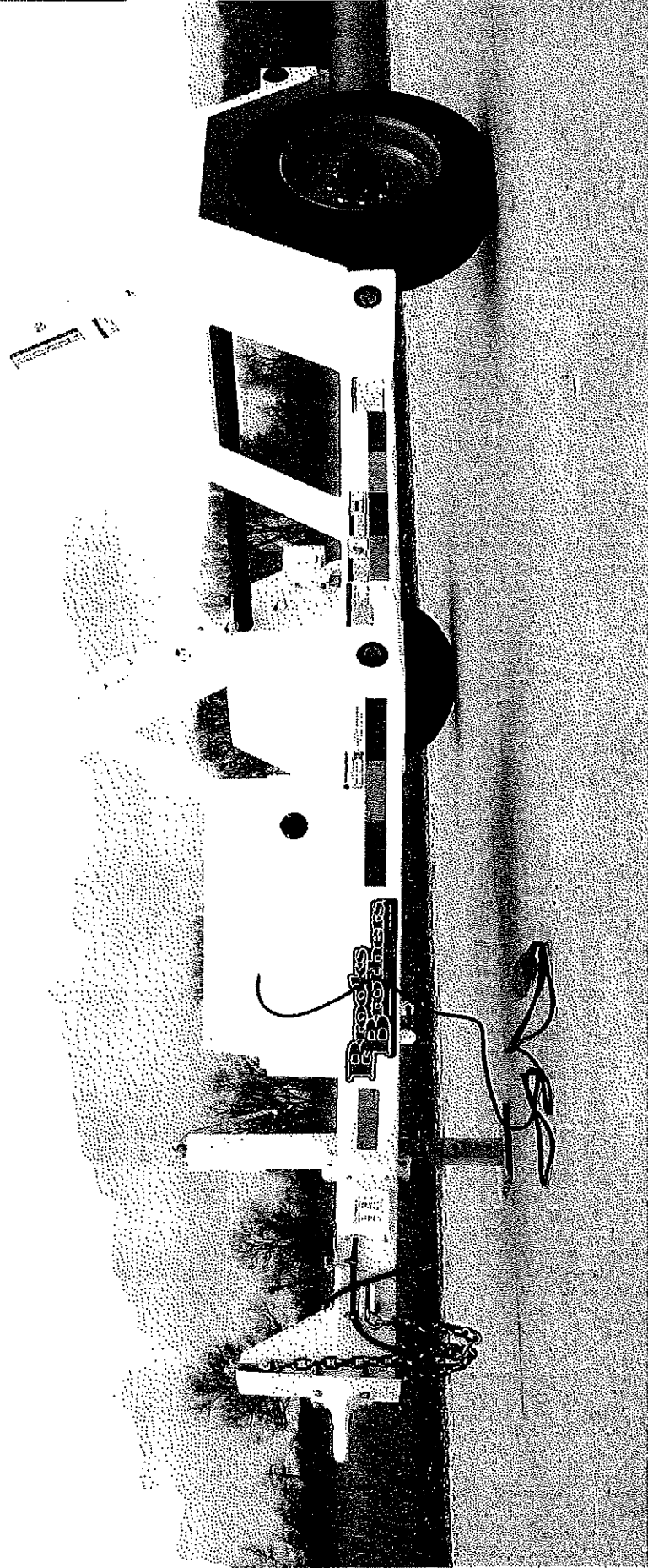
Date	Quote #
3/2/2021	735398

Name / Address
City of Hart 3907 N. Oceana Drive Hart, MI 49420 Mike Schiller 231-873-5367 mschiller@cityofhart.org

Rep	Days Valid
JS	40

Description	Qty	Total
Freight for Delivery to Hart, MI 49420		1,300.00
SLR 710 - Self-Loading Reel Trailer	1	9,000.00
7,500# GVWR 5,900# Load Capacity 120" Diameter x 60" Wide Reel Capacity 7,000# Axle Stubs 12" x 2" Electric Brakes 235/80R16 LR-E Tires 6" x 4" Steel Tube Main Frame 6" x 3" Steel Tube Tongue & A-Frame 5" x 4" Steel Tube Uprights 3" x 3" Steel Tube Bracing 12 ga. Steel Treadplate Fenders 2-1/2 Lunette Eye 6-Position Adjustable Hitch Plate 3/8" Galvanized Safety Chains 12,000 lb RAM Dropleg Jack 2 7/8" Reel Bar w/(2) Locking Collars (2) Manual Hydraulic Pumps ICC & DOT Approved L.E.D. Lights Sealed Beam Rubber Mounted Lights Steel Mud Guards on Beavertail to Protect Lights & Wiring S.O. Cable Wiring Loom Wiring Loom Terminated in Junction Boxes Connections Soldered & Sealed with Heat Shrink Tubing 32" Pigtail with 7-Way RV electrical plug terminated in junction box *7-Way RV Trailer Side to 7-Way Tractor Trailer Truck Side Adapter Breakaway Kit with Trickle Charger Trailer is Completely Sandblasted Seams are Sealed with Paintable Caulk Rust Prohibitive Two-Part Epoxy Polyamide Primer High Solids Polyurethane Paint - White		
<b>Total</b>		

# SLR Series



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TO SPEAK WITH A REPRESENTATIVE

or visit us online at

**Brooks  
Brothers**  
TRAILERS & EQUIPMENT

SELF LOADING REEL

**RESOLUTION 2021-46**  
**Hart City Council**  
*City of Hart, Michigan*

**MICHIGAN PUBLIC POWER AGENCY COMMISSIONER APPOINTMENT**

WHEREAS, the City of Hart (dba Hart Hydroelectric) is a Charter member of the Michigan Public Power Agency (MPPA, the ‘Agency’) in Lansing, Michigan that is governed by a Board of Commissioners consisting of one appointee from each member pursuant to MPPA by-laws as follows:

**ARTICLE II**  
**BOARD OF COMMISSIONERS**

**Section 2.1. Board of Commissioners and Alternate Commissioners.** The Agency shall be governed by a Board of Commissioners appointed by the respective governing bodies of the municipalities which are members of the Agency. The governing body of each member municipality shall by resolution appoint one commissioner. The governing body of each member municipality may by resolution appoint an Alternate Commissioner who shall be entitled to vote only in the absence of the Commissioner. If a 2nd Alternate Commissioner is appointed in the resolution of the governing body of the member municipality, the resolution shall designate who shall be the 1st Alternate Commissioner and the 2nd Alternate Commissioner. In the event more than one Alternate Commissioner attends a meeting of the Agency, including any of its committees, the Alternate Commissioner with the highest designation shall be recognized and entitled to vote in the absence of the Commissioner.

WHEREAS, the City’s current appointees are as follows: Commissioner – Lynne Ladner; 1<sup>st</sup> Alternate Commissioner – Mike Powers; and 2<sup>nd</sup> Alternate Commissioner – Mike Schiller; and

WHEREAS, due to City Manager Ladner no longer employed by the City of Hart, the City must appoint a Commissioner; and

WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

*Appoints City Manager designee Robert Splane to the Michigan Public Power Agency Board of Commissioners as Commissioner effective date of June 8, 2021.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regular council meeting held on June 8, 2021.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_



**RESOLUTION 2021-47**  
**City Council**  
***City of Hart, Michigan***  
***Oceana County***

**Designate City Manager Splane as Member Representative to  
Energy Service Project**

WHEREAS, on March 11, 2009, the Michigan Public Power Agency (MPPA) Board of Commissioners by action in open meeting created the Energy Services Project (“Project”); and

WHEREAS, a Member joining the Project, must execute an Energy Services Agreement (“ESA”) and

WHEREAS, Section 2 of the ESA requires the Member’s Governing Body to designate a Member Authorized Representative (“MAR”) and

WHEREAS, the MAR is delegated the responsibility of binding the Member into Power Purchase Commitments with MPPA

*NOW, THEREFORE, NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL*

*Appoints the City Manager as the Member Authorized Representative to the MPPA  
Energy Services Project*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on June 8, 2021.

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

## RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.*

**MAIL TO:** Michigan Department of Transportation, Financial Operations  
Division, P.O. Box 30050, Lansing, MI 48909.  
or Fax to: (517) 335-1828

**NOTE:** Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner \_\_\_\_\_  
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate \_\_\_\_\_ City Manager

Robert Splane \_\_\_\_\_ as the single Street Administrator for the City or Village of

Hart \_\_\_\_\_ in all transactions with the State Transportation Department  
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner \_\_\_\_\_

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting  
of the governing body of this municipality on the 8th \_\_\_\_\_ day of  
June 2021

CITY OR VILLAGE CLERK (SIGNATURE)	E-MAIL ADDRESS kswihart@cityofhart.org	DATE
STREET ADMINISTRATOR (SIGNATURE)	E-MAIL ADDRESS rsplane@cityofhart.org	DATE
ADDRESS OF CITY OR VILLAGE OFFICE 407 S State St		P.O.BOX
CITY OR VILLAGE City of Hartl	ZIP CODE 49420	PHONE NUMBER (231) 873-2488

**RESOLUTION 2021-49**  
**Hart City Council**  
*City of Hart, Michigan*

***LOW-INCOME ELECTRIC ASSISTANCE FUND (LIEAF)***

WHEREAS, the City of Hart owns, operates and maintains an electric utility system; and  
WHEREAS, the State of Michigan enacted Public Act 95 in 2013 that prohibits discontinuance of electric service during cold weather months unless the utility opts into the Low-Income Energy Assistance Fund program established by the Act; and  
WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

*Accepts and approves the provisions of the Low-Income Energy Assistance Fund of Public Act 95 that authorizes the City to shut off electric service during cold weather months; and adopts a funding factor to be established by the State of Michigan not to exceed \$1.00 per month per meter.*

*Authorizes and directs the City Manager to implement the Public Act 95 LIEAF program on behalf of the City of Hart for the cold weather term from November 1, 2021 to April 15, 2020 and thereafter until repealed by City Council action.*

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ and thereafter adopted by the Hart City Council at a regular council meeting held on June 8, 2021.

Ayes: \_\_\_ Nays: \_\_\_ Absent: \_\_\_



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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Power Board                 | <input type="checkbox"/> Planning Commission                                      |
| <input type="checkbox"/> Water/BioPure Board         | <input type="checkbox"/> DPW Board  |
| <input type="checkbox"/> Hart Lake Improvement Board | <input type="checkbox"/> Zoning Board of Appeals                                  |
| <input type="checkbox"/> Housing Board of Review     | <input type="checkbox"/> Neglected Properties Board                               |
| <input type="checkbox"/> Park Committee              | <input type="checkbox"/> TIFA   |
| <input type="checkbox"/> Other _____                 | <input checked="" type="checkbox"/> Hart Economic & Redevelopment Team H.E.A.R.T. |

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

Name: Sue Payne Home Phone: 231-730-8195

Home Address: 1419 W Jackson RD Hart

Employer Address: 2332 N Comfort DR Hart

Work Phone: 231-873-5600 Cell Phone: 231-730-8195

Email Address: sue.payne@cbgreatlakes.com

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

I am a property owner in the City of Hart. Both commercial and residential. I am community member interested in improving our community and growing our town. I have sold real estate in Oceana County for 30 years and believe I can add some perspective on some topics that this committee has in front of them.

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

Current: Mason Oceana Manistee Board of Realtors Professional Standards Chair. M.O.M Board Scholarship Committee Chair.  
Member of The Oceana County Women Who Care Past: Board Member of SLSDA Chamber of Commerce Multiple others in the past

*Sue Payne* Date: 5-27-2021  
Signature

Please return completed application to:

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

City use only:  
Date of Approval: \_\_\_\_\_