City of Hart, Michigan
CITY COUNCIL AGENDA
May 14, 2024, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Adams, Burillo, Evans, Hodges, Klotz, Trygstad, Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing. We ask that you please limit your comments to 3 minutes.**
    a. Correspondence, Events, Presentations
6. Consent Agenda:
    a. Approval of Minutes from April 9, 2024 Council meeting
    b. Approval of Minutes from April 23, 2024 Council meeting
    c. Bills, Claims, Payroll
    d. Reports of Boards, Commissions, and Committees
    e. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp.
7. Action Items
    a. Resolution 2024-01 Approve Hart Area Fire Administrative Board Agreement
    b. Resolution 2024-10 Authorize Budgeted Ventrac Purchase
    c. Resolution 2023-11 Approve Engineering to Resurface West Main Street
    d. Resolution 2023-12 Review Crop Management Bids and Award Contract
8. Discussion Items
    a. Special Event Permit – Veteran's Day Event
    b. Special Event Permit – Lakeside Comprehensive Rehab Parade
    c. Fiscal Year 2025 Budget Review and Discussion
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates.)
11. Adjournment –

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

With advance notice of seven calendar days, the City will provide interpreter services at all public meetings, including language translation and signage for the hearing impaired. Call 231-873-2488. La Ciudad proporcionará servicio de intérprete para esta reunión pública si se pide con siete días de anticipación, lo cual incluye la traducción de idioma y letreros para los con una discapacidad auditiva. Llame al 231-873-2488.

CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
April 9th, 2024
MINUTES – Draft

PRESENT: Mayor Vicki Platt, Councilors Justin Adams, Catalina Burillo, and Dean Hodges
ABSENT: Jim Evans, , Amanda Klotz, and Kris Trygstad
OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Jim Cunningham, Eric and Deana Fox, Sharon Hallack, Dick Huntington, Garry Mckeen, and Art Willick

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

APPROVAL OF AGENDA:

- J. Adams motioned to approve the agenda and was supported by C. Burillo
  - Ayes: 4 Nays: 0 Absent: 3

PUBLIC COMMENTS:

- Eric Fox, running for probate County Judge, for Oceana County whose current Judge Brad Lambrix is retiring. As I look around, I know most of the people here. I feel I have lots to offer this community which I've been a business owner now for over 20years and a resident my whole life. I've had the honor of representing tons of people over the past years and I'd like to continue to do that as the County's probate judge and would like your support at the primary and general election this year.
- Gary Mckeen, Oceana County Planning Commission, as of February 1st I've been on the planning commission for 8 years and have been elected to be Chair, I came to inform the City of Hart we sent out a email MSU extension program we are offering to all townships, city's and villages in the County for Planning n Zoning and this is on May the 16th which will be held in Hart at the ESD building/County Building on Griswold and it will be from 6:30pm-8:30pm, it is free to anyone who would like to attend. The guest speaker will be MSU Extension Mary Riley.
- Dick Huntington, Creeks had a good meeting a week ago with City Manager and Councilman Hodges, spoke with the attorney, and I think at least my feeling was the attorney understood what we are trying to do with the subdivision. Looks like all we are doing is waiting for a redraft. Hopefully it comes back with what we discussed.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Introduction – Chris Ter Haar, Park Recreation Superintendent
  Chris comes from a long background in working with
- Hart Police Department Annual Report
  2023 Year End Report
  This report reviews activities the Hart Polcie Department has been involved in ovet the past 2023 calendar year. The report contains information on department personal and compares crimes and complaints with previous years.
  In 2023, the Hart Public School System, in collabortaion with the Hart Police Department, submitted a grant to the State of Michigan Office of School Safety to employ a full-time School Resource Officer for the district. The Office of School Safety approved the grant, allosing D/Sgt. Skipski to be the School Resource Officer for the Hart Public School system. D/Sgt. Skipski had already been working with the school officials before receiving this grant, with the school aslo requesting D/Sgt. Skipski to be its School Resource Officer. D/Sgt Skipski behan his School Resrounce Offier duties at the beginning of the school year. This three (3) year grant pays for half of the officer's wage and benefits, with the school district paying the remainder of the wages and benefits for the officer.
  On Monday, Decemeber 4th, 2023 Officer Pomorski worked his last shift with the Hart Police Department. Officer Pomorski was hired full-time in August 2023 due to receiving the State of Michigan Office of School Safety grant for a full-time School Resource Officer. Officer Pomorski accepted full-time employment with the Grand Traverse

County Sheriff's office. On behalf of the Hart Police Department, I would like to thank Officer Pomorski for his time with the department and wish Officer Pomorski nothing but the bst in his future endeavors.

On Sunday, December 14th, 2024 Office Ryder worked his last shift as a full-time officers with the Hart Police Department. Officer Ryder was hired full-time in June 2022 after Officer Shawn Anderson's resignation. Officer Ryder accepted full-time employment with the Roosevelt Police Department in Muskegon. Officer Ryder will still be employed by the department on a part-time status. On behalf of the Hart Police Department, I would like to thank Officer Ryder for this time with the department on this full-time status.

With the department having (2) officers accepting full-time employment with other agencies, I completed interviews to fill the vacancies. On Thrusday, Novemeber 30th, 2023, Officer Sean Robb was offered and accepted full-time employemnt with the Hart Police Department. Officer Robb has twenty (20) years of law enforcement experience working with the Clare County Sheriff's office. Officer Robb was also previously emplyed by the State of Michigan Department of Corrections as a corrections officer at the Muskegon Prison. I believe Officer Robb will be a great addition to the department and a much-needed part of making the department run throughly and sufficiently.

In, 2023 the Hart Police Department submitted 249 incident reports to the Oceana County Prosecutor's Office for review regarding criminal complaints. The Oceana County Prosecutor's Office received 897 incident reports from the Oceana County Sheriff's Office and 334 incident reports from the Michigan State Police, Hart Post. The Hart Police Department submitted the thrid- highest munber of reports for review by the Oceana County Prosecutor's Office. It should be noted that there are a total of six (6) police departments in Oceana County.

On Tuesday, February 14th,2023, at approximately 4:40am, the Hart Police Department was dispatched to the 20-block of State Street referencing a shots fired complaint. As officers arrived on the scene, the responding officer heard a single gunshot. Responding officers later located a 44-year old Hart man laying in a parking lot in the area. The man is suspected of having walked off the roof on a local business downtown and landed in the parking lot. A handgun was located at the scene, which officers seized. The man is suspected of discharging the handgun into an appartment occupied by two (2) individuals at the time, a 40-year old Hart man and a 45-year old Hart woman. Ad the man walked off the buisness rooftop, the handgun discharged as the man struck the pavement in the parking lot. The man was transported by Life EMS to Trinity Health Muskegon Hospital in Muskegon for his injuries. No other injuries were reported as a result of this incident. An arrest warrant was later authorized by the Oceana County Prosecutor's Office for the man for Count 1: Weapons – Firearms – Discharge in or at a Building and Count 2: Weapons – Felony Firearms. The Hart Police Department was assisted by the Oceana County Sheiff's Office, Life EMS and the Hart Fire Department.

The Hart Police Department, as of this year, has three (3) pursuit-rated vehicles: a 2016 Ford Interceptor SUV, a 2019 Ford Interceptor SUV, and 2022 Ford Interceptor SUV. The decision to keep the 2016 Ford Interceptor and not remove the vehicle from service was due to allowing an extra vehicle for use during City events and an extra patrol vehicle for use incase another patrol vehicle is in for service. D/Sgt. Skipski has also utilized the 2016 Ford Interceptor SUV during his School Resource Officer duties. All officers have utilized all vehicles well, and I have received no major complaints or issues regarding any of the vehicles. Besides the occasional recall notice for repairs, all patrol vehicles have been running well.

The Hart Police Department continually strives to train and keep updated on new and changing laws. The Hart Police Department continues to be involved in the West Michigan Criminal Justice Training Consortium. The department's commitment is 30% of the State Training Fund the department receives during the year. The department continues to have instructors in Firearms, Defensive Tactic, Tasers and First Aid/CPR, Active Shooter Response, Bleeding Control, and Skid car made possible through the consortium. The department held its training in April 2023 at West Shore Community College training facility. Training consisted of Taser Re-Certification, Mandatory Firearms Lecuture, Defensive Tactic (PPTC) Lecture/Pracitical and First Aid/CPR/AED Lecture/Practical. The department also conducts Firearms Qualifications twice a year, Spring and Fall qualifications, which consist of day and night shoot. The department currently utilizes the Hart Long Rifles range to conduct its qualifications. The Hart Long Rifles allow the department to utlize the range at no cost.

The Hart Police Departmnet continues to offer the TEAM program, Teaching, Educating and Mentoring, to the 5th grade students at the Hart Middle School. This program is very well received by the students and staff alike. The TEAM progarm ranges from K-12th grade and covers drug awareness to gun safety to bullying. An annual TEAM golf outing is also held yearly to cover costs from the program. This year's golf outing was held on Sunday, September 24th, 2023, at the Benona Shores Golf Club in Shelby and over $6,100 was raised.

The Hart Police Department recently participated in an annual grant to continue teaching STEP to our 5th grade students. STEP (Student Tools for Emergency Planning) is a Michigan State Polce/Homeland Security grant that allows certified instructors to teach preparation techniques during national and inclement weather emergencies. After the course, each student is given a STEP backpack (go-bag) containing various emergency preparation items. The class's goal is to encourage the students to continue to add emergency equipment to their backpacks in case of a real emergency.

The Hart Police Department conducted bicycle safety classes at John Gurney Park this past summer. Bicycle safety items were distributed, and a bicycle parade was held throughout the park.

D/Sgt. Skipski also completed several CPR/First Aid classes within the Hart Community, allowing for American Heart Association certification for area residents.

In 2023, the Hart Police Department instructed drug awareness classes to the WSCC Criminal Justice Tech Prep class. The tech prep class comprises are high school students interested in Law Enforcement as a future career. Hart High School is also represented in the group. The drug awareness class is also taught to the Hart High School health strudents each year.

The Hart Police Department continues participating in the Bulletproof Vest Program, which allows departments that qualify to be reimbursed 50% of the vest's total cost. In 2023, a bulletproof vest cost approximately $1,048.00. The department has been part of this program for several years and has assisted in purchasing new bulletproof vest for full-time and part-time officers.

The Hart Police Department was awarded a grant that allowed for the purchase of traffic control strobe lighting. This lighting enables officers to be more visible and safer at accident scenes, traffic control, or any other fuction that requires nighttime visibility. It also helps to eliminate the use of road flares, which can be dangerous at accident scenes when vehicle fluids are released.

The Hart Police Department was also awarded a grant to the DALMAC organization (Dick Allen Lansing to Machinaw tour), which allos for a monetary contribution for the purchase of bicycle safety items such as lighting, bells, and bicycle helmets. This year's grant was approved for $2,500.

Detective Sergeant/ School Resource Officer:

D/Sgt. Skipski finished up another busy but successful year. D/DSgt Skipski was once again tasked with high-profile and long-term investigative complaints. This allows the officer to work with various state, local and federal agencies to assist with complaints that exceed local jurisdiction. This also opens up positive and more valuable resources to enhance investigative leads and crucial support efforts. These agencies include the Federal Bureau of Investigation, Homeland Security, Michigan State Police, SSCENT, and the state multi-jurisdictional fraud task force.

Due to recent homeland sercurity threats, D/Dgt. Skipski has worked with both the State Police Analytics Department and Homeland Security to monitor any potential physical threats to large school functions. These afencies were utilized during the Hart High School Homecoming football game, during which several threats to large gatherings in Michigan were detected. The information that was provided to the Hart Police Department encompassed physical threats as well as cyber threats.

D/Sgt. Skipski has also assumed the official role of School Resource Officer for Hart Public Schools. D/Sgt. Skipski has been give an office in Hart Middle School where he works out of and responds to complaints, threats and any additional details that the school requests him to assist with. D/Sgt Skipski has also instructed classes for strudents and staff at Hart Public Schools, covering topics such as CPR, First Aid, Bleeding Control, Active Shooter Response, Drug Recognition, Sexting, Bullying, and a host of other topics. The school has also called upon the officer to invvestigate numerous issues occuring at the school. Vaping habits have slowed down quite a bit in our school

system. This is credited to the partnership and cooperation between the school administration and the School Resource Officer. D/Sgt. Skipski has maintained a close relationship with school administrators and attends all board meetings. D/Sgt. Skipski has chaperoned school dances, has become active in the School Leaderhsip Group and has coordinated and assisted with the second annual Ride with Pirate Pride.

Safety Pup has been implemented as a safety teaching tool at our lower-level grades, allowing D/Sgt. Skipski to instruct basic safety topics with Safety Pup present. Several magic performances by D/Sgt. Skipski has also been implemented in our schools to reinforce safety topic in a fun way.

D/Sgt. Skipski has also overseen lockdown drills at our various compuses and completed written documentation of the drills, which Emergency Management requires. This includes fire safety drills.

The Hart Police Department, in conjunction with the Hart High School, Eagle Towing, and Jerry's Towing, is also happy to offer the "Ride with Pirate Pride" vehicle giveaway once again. This is the second annual giveaway, which allows a licensed high school student to be awarded the vehicle depending on grades, active participation in the school, sports, etc. The program was a huge success last year, and the Hart Police Department would like to thank Mr. John Heykoop for his generous vehicle donation for the second year in a row. Numerous other prizes are given out for runners-up obtained from various local businesses. Currently, this is the only active program In Oceana County. This program is also reinforced by the safety lectures involving safe driving and changing lanes for stopped emergency vehicles. The Hart Police Department is extremely excited to be involved in Ride with Pirate Pride.

D/Sgt. Skipski also continues to maintain officer certificaiton in firearms, taser, CPR, firearms lecture and active school shooter response. Having an in-hgouse instructor in these topics makes the department more flexible in scheduling the mandated training and allows for more one-on-one time when certifying.

At the end of 2023, the Hart Police Department has six (6) full-time officers and two (2) part-time officers. The two (2) part-time officers are employed full-time with the Muskegon County Sheriff's Office and the Roosevely Park Police Department.

In 2023, there were 250 arrests and a total of 1,908 complaints or calls for service. In 2022, there were 199 arrests and a total of 1,789 complaints or calls for servicve.

The following is a list of complaints received for 2023, along with the last two previous years.

File Class:	2023	2022	2021
Criminal Sexual Conduct	9	4	9
Assaults / Domestic Assaults	53	63	59
Felonious Assaults	8	4	3
Intimidation/Threats/Harassment	48	53	43
Arson	0	1	0
Breaking & Entering / Unlawful Entry	16	10	13
Larceny	87	107	93
Motor Vehicle Theft	1	3	2
Fraud / Check Complaints	20	32	38
Embezzlement	2	2	1
Malicious Destruction of Property	38	42	43
Obstruction of Justice	70	46	66
Disorderly Persons	44	54	88
Operating While Intoxicated	7	9	10
Traffic Violations:	120	150	130

Thank you for your time, and if you have any questions, please feel free to contact me.

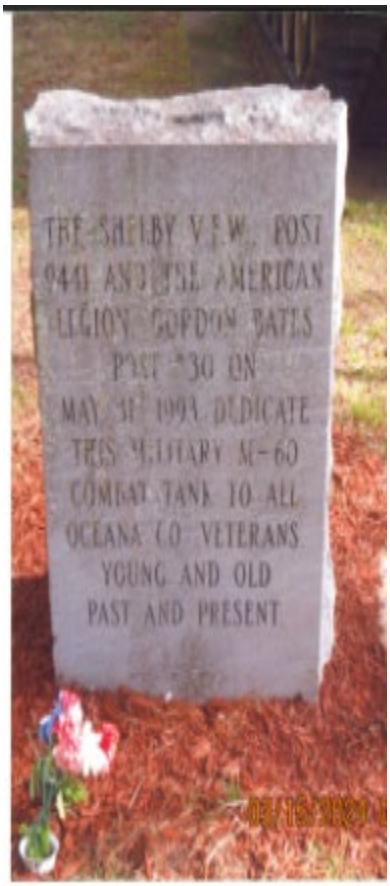
Respectfully,

Chief of Police, J. Salazar
Hart Police Department

- VFW communication – RE: Military tank relocation
  Letter from VFW Post 1329






THE SHELBY V.F.W. POST
9441 AND 9751 AMERICAN
LEGION GORDON BATES
POST 330 ON
MAY 31 1993 DEDICATE
THIS MILITARY M-60
COMBAT TANK TO ALL
OCEANA CO VETERANS
YOUNG AND OLD
PAST AND PRESENT

Veterans of Foreign Wars
William Negake Post 1329
802 S. State St. (P.O. Box 618)
Hart, MI 49420
Hall Phone #: (231)873-3615
Hall Manger Phone #: (231)873-1727

27 March 2024

Hart City Manager
Mr. Bob Splane

Bob

Here is information on the M60 battle tank that we are trying to get placed in the Veterans' Park. I have included pictures of the tank, monument and concrete pad that it sits on, as well as a spec. sheet for the tank and measurements for the pad and monument (measurements are approximate).

Tank Pad: Length: 16'8" (200")
Width: 15'8" (187")
Depth under tracks: 1'7" (19")
Tank track width: 2'4" (28'), space between tracks: 7'4" (87")

Monument: Width: 2'3" (27") Pad: Width: 3'4" (40")
Thick: 1'2.5" (14.5") Length: 3'10" (46")
High: 3' (36")

I hope that they will be of help to you, any questions please feel free to contact me.

Respectfully

Steve Fell

Steve Fell
Post Quartermaster

CONSENT AGENDA:

- Approval of minutes from March 26th, 2024.
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
    - J. Adams motioned to approve Consent Agenda and supported by J. Evans
        - Ayes: 4 Nays: 0 Absent: 3

ACTION ITEMS:

- NONE

DISCUSSION ITEMS:

- Society for Human Resource Management Certification – Approved
- Special Event Permit – Hart Hills Gravel Bike Race – Approved
- Special Event Permit – Asparagus Festival – Approved
- Special Event Permit – Music on the Commons series – Approved
- Special Event Permit – Hart Sparks – Approved

CITY MANAGER'S REPORT:

Updates:

- Veteran's Memorial Park Project – EGLE approved in March – Final approval was sent today from the DNR for the project to move forward. The bidding process will begin in the next few weeks.
- DPW department has been monitoring the emergency repaired intersection on Main Street and will resurface the street as soon the asphalt plants begin production.
- HydroCorp is wrapping up the cross-connection inspection project. Less than 50 residents remain that have not responded to City efforts, water shut offs will be the next step in seeking compliance of the State mandated safety measure.
- City Treasurer has Michigan Treasurers Institute training the week of April 22nd which will complete the three-year training cycle leading up to certification.

Legacy Topics:

- Safe Routes to School trail project – pending State Approval projected bid spring 2024.

Upcoming Topics:

- Adoption of 5-year Park and Rec Master Plan (Currently back and forth negotiation with MDOT)
- Council review of rental inspection policies, procedures, and implementation. Chief Salazar is delayed due to 2 employee resignations and 2 employees parental leave)

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- J. Adams From the Heart board, Chalet downtown are all full for this summer and have been updated so that's exciting news.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned upon a motion by J. Adams and supported by C. Burillo. The next regularly scheduled meeting will be on April 23rd, 2024, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
April 23rd, 2024
MINUTES – Draft

PRESENT: Mayor Vicki Platt, Councilors Justin Adams, Dean Hodges, Amanda Klotz, and Kris Trygstad
ABSENT: Catalina Burillo and Jim Evans,
OTHERS PRESENT: City Manager – Rob Splane, Hart Police Chief Juan Salazar, Cynthia Fout, Sharon Hallack, and Dick Huntington

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

APPROVAL OF AGENDA:

- J. Adams motioned to approve the agenda and was supported by A. Klotz
  - Ayes: 5 Nays: 0 Absent: 2

PUBLIC COMMENTS:

- Dick Huntington 115 Creeks Drive Hart was pleased to get email from Rob regarding the purchase of the 3 lots. Last time I spoke with the Owens they sounded like they were giving up on these lots as there seemed to be nothing getting done. It's been going on for 7 months but looks like they are willing to make a final offer. Just waiting for the attorney to get the papers drawn up so we can get them signed. Please, I urge you to get this done as soon as possible to get these lots sold as there is a lot of interest out their people waiting to buy and move into the Creeks.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Communication from the Hart Heritage Preservation Group
  The Meeting for the Hart Heritage Preservation Group is Thrusday April 25th, 7pm at the Heritage Hall.
  The Board is in a condition today where they have aged members that are largely done or ready to be done very soon. I think it's a time where id like to see some community involvement. It would be nice to see some counil members at the meeting and I have also sent out some emails to different community involvement groups to join as well.
- Invitation to Defensible Planning and Zoning Decisions
  Thursday May 16th, 2024 from 6:30pm-8:30pm located at Oceana County Services Building 844 S. Griswold St in Hart
  This program is offered at no cost thanks to the sponsorship from the Oceana County Planning Commission.
  Course Instructor will be Mary Reilly, AICP, MSU Extension Educator.

CONSENT AGENDA:

- Approval of minutes from April 9th, 2024. (NO Minutes City Clerk Absent)
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp

  - A. Klotz motioned to approve Consent Agenda with no Minutes and supported by J. Adams
    - Ayes: 5 Nays: 0 Absent: 2

ACTION ITEMS:

- Resolution 2024-09
  WHEREAS, The City of Hart contracted with Prein and Newhof in October 2022 to provide professional services related to a series of infrastructure improvements on and around Dryden Street, and;
  WHEREAS, During the course of the bidding process, changes were made to the scope of work resulting in a design credit of $71,600, and;

WHEREAS, Now entering the construction phase of the project the City requires observation, testing, documentation, and project management support, and;

WHEREAS, City staff has reviewed the proposal including a not to exceed cost of $300,000. 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

The City of Hart hereby approves the Proposal for Amendment of the Professional Engineering Services for FY 2023 Clean Water State Revolving Fund Improvements identifying a $71,600 in savings from the October 2022 agreement and adding a not to exceed cost of $300,000 for the construction phase of the Dryden Street Collections Project. The council furthermore authorizes the City Manger to sign related documents.

- J. Adams motioned to approve Resolution 2024-09 and supported by K.Trygstad
  - Ayes: 5 Nays: 0 Absent: 2

DISCUSSION ITEMS:

- Special Event Permit – Martial Arts – Approved (with conditions date of event Saturdays for calendar year 2024)
- Special Event Permit – Boot Camp – Denied (Due to 6:45am – 7:45am which is during quiet time but could change the hours)

CITY MANAGER'S REPORT:

Updates:

- The new salon named Vicky's Spa had a ribbon cutting on Polk Rd West of 72nd. The celebration was attended by two city council members, Hart Economic and Redevelopment Team board members and other community individuals.
- BS&A training on Human Resources, Payroll and Accounts Payable program was attended virtually from City Hall. The City purchased this software platform in 2016, before the current City hall staff was employed by the City of Hart. This training will help the City staff to use the software to its full potential, saving time and money.
- Monday May 2nd Planning Commission will hold a public hearing to receive input in the rezoning effort of the former Ceres Solutions/Farmers Co-Op property. The intention is to rezone the property as Planned Unit Development to allow for rezoning flexibility as we continue to work with the Smith Group to create a site plan for approval. The rezoning will need to be approved by City Council likely in June.
- DPW department has been monitoring the emergency repaired intersection on Main Street and will resurface the street as soon as the asphalt plants begin production.
- HydroCorp is wrapping up the cross-connection inspection project. Less than 30 residents remain that have not responded to City efforts, water shut offs will be the next step in seeking compliance of the State mandated safety measure.
- City Treasurer has Michigan Treasurers Institute training this week which will complete a three-year training cycle leading up to certification.

Legacy Topics:

- Safe Routes to School trail project – pending State Approval projected bid spring 2024.

Upcoming Topics:

- Adoption of 5-year Park and Rec Master Plan (Currently back and forth negotiation with MDOT)
- Council review of rental inspection policies, procedures, and implementation. Chief Salazar is delayed due to 2 employee resignations and 2 employees parental leave)

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mayor Platt asked about updated flags for the lights around town.
- As far as the road repairs are concerned, they will be completed soon when the asphalt plants open for the season.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned upon a motion by J. Adams and supported by K. Trygstad. The next regularly scheduled meeting will be on May 14th, 2024, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Payables Date 05.15.2024	Description	Total	General +	DPW	Energy	BPTF	Water
City of Hart	Utility Invoices	$ 35,735.82	$ 1,125.25	$ 1,102.51	$ 1,988.23	$ 28,731.43	$ 2,788.40
Huntington National Bank	March 2024 Statement	$ 10,312.99					
Consumers Energy	Utilities	$ 236.59			$ 236.59		
Frontier	Phone - Dam	$ 125.15			$ 125.15		
Dave's Party Store	Fuel	$ 906.77	$ 162.72	$ 744.05			
Charter/Spectrucm	City Hall/Police Fax	$ 97.49	$ 97.49				
AbsoPure	Drinking Water - Energy	$ 30.80			$ 30.80		
Most Dependable Fountains	Parts & Supplies	$ 165.00					$ 165.00
Model Coverall Services	Uniforms	$ 167.81			$ 66.20	$ 101.61	
Municipal Supply Co.	Parts & Supplies	$ 922.00					$ 922.00
West Michigan Criminal Justice Training	Spring 2024 Distribution MCOLES	$ 348.81	$ 348.81				
First Net	Police Modems	$ 88.46	$ 88.46				
Brickley DeLong	2023 W-2 prep/compiliation	$ 445.00	$ 111.25	$ 111.25	$ 111.25	$ 111.25	
C&D Fuehring Farms	Biosolids - Hauling	$ 85,821.58				$ 85,821.58	
Crossroads	2019 Buckets	$ 124.66			$ 124.66		
Whitney, Devin	Reimbursement for Parts/Supplies	$ 36.22			$ 36.22		
Dacott	Purchase Power	$ 650.00			$ 650.00		
West Michigan Baseball Franchising LLC	Dippin Dots Ice Cream - JGP Store	$ 645.60	$ 645.60				
Dubois Tree & Land Management	Lake/Lever/Oceana Dr Clearing	$ 7,101.00			$ 7,101.00		
DTE Energy	Utilities	$ 2,141.00	$ 572.27	$ 476.35	$ 618.18	$ 382.45	$ 91.75
Fish Window Cleaning	City Hall Window Cleaning Services	$ 105.00	$ 105.00				
Fleis&Vandenbrink	Vets Park Improvements	$ 2,060.10			$ 2,060.10		
Gracon Services	GoDaddy.com 1 Year Renewal	$ 82.91	$ 82.91				
Great Lakes Clceaning Services	Cleaning CH/Comm. Center March Invoice	$ 600.00	$ 600.00				
Great Lakes Clceaning Services	Cleaning CH/Comm. Center April Invoice	$ 1,350.00	$ 1,350.00				
Gustafson HDD LLC	309 Wigton work	$ 5,210.00					$ 5,210.00
Hallack Contracting	Pea Stone for JGP	$ 112.23	$ 112.23				
Hallack Contracting	Recycle DPW	$ 1,563.95		$ 1,563.95			
Hydrocorp	Water Meter Replacement Program	$ 36,975.00					$ 36,975.00
Klotz's Auto Parts	Auto Parts/Supplies	$ 238.62				$ 238.62	
LEAF	Police Copier Lease	$ 134.00	$ 134.00				
Linde	Cylinder Rental Energy Dept	$ 120.32			$ 120.32		
Linde	Cylinder Rental DPW	$ 88.58		$ 88.58			
Louis Gelder & Sons	Credit Memo	$ (6.44)				$ (6.44)	
McKenna	Zoning/Creeks/Co-Op Review	$ 1,517.50	$ 1,517.50				
Mika Meyers	Legal Services	$ 695.00	$ 695.00				
Mika Meyers	Legal Services	$ 2,274.50	$ 2,274.50				
Mika Meyers	Legal Services	$ 900.00	$ 900.00				
Mika Meyers	Legal Services	$ 215.00	$ 215.00				
Larson & Son ACE Hardware	Parts & Supplies	$ 2,815.80	$ 2,249.12	$ 262.07	$ 60.37	$ 244.24	
MPPA	Purchase Power	$ 28,512.85			$ 28,512.85		
The Safety Company LLC dap MTECH	Leaf Vac Maintenance	$ 639.31		$ 639.31			
NDB Technologies Inc	Parts & Supplies	$ 1,125.00			$ 1,125.00		
NYE Uniform Co	Police Uniform - Ingalls	$ 268.81	$ 268.81				
Pitney Bowes	Purchase Power	$ 500.00	$ 125.00		$ 125.00	$ 125.00	$ 125.00
Power Line Supply	Supplies/Uniforms	$ 5,572.80			$ 5,572.80		
Swihart, Karla	Reimbursement Mileage	$ 158.00	$ 158.00				
Profit Makers	JGP Store Supplies	$ 364.05	$ 364.05				
Republic	City Wide Clean Up Yearly Fee	$ 9,932.56	$ 9,932.56				
Republic	Garbage - The Starting Block	$ 199.22			$ 199.22		
Republic	Garbage - Parking Lot Washington	$ 88.00		$ 88.00			
Republic	Garbage - Credit Memo - JGP	$ (356.23)	$ (356.23)				
Republic	Garbage - Waste Water	$ 115.02				$ 115.02	
Republic	Garbage Service Contract	$ 18,026.99		$ 18,026.99			
Ricoh	Copy Overage Fees	$ 79.00	$ 79.00				
Rivers Ace Hardware	Parts & Supplies	$ 323.59	$ 309.60				
Silver Lake Electric Inc	JGP Bathroom Lights	$ 1,253.50	$ 1,253.50				
Seymour's Sales & Services	JGP Mower Repair/Service	$ 805.38	$ 805.38				
Tanner Plumbing & Heating	Parts & Supplies - Historic District	$ 144.80	$ 144.80				
Tanner Plumbing & Heating	Parts & Supplies - JGP	$ 73.40	$ 73.40				
Tractor Supply Co.	Parts & Supplies - JGP	$ 426.04	$ 426.04				
Northern Clinical & Diagnostic	Pysch Evaluation - PD New Hire	$ 594.00	$ 594.00				
Cedar Crest Dairy	JGP Store Ice Cream Supply	$ 373.10	$ 373.10				
Skipski, Kevin	Reimbursement TEAM purchases	$ 101.92	$ 101.92				
Lighthouse Car Care	Repairs/Maintenance	$ 934.00	$ 855.00	$ 59.00		$ 20.00	
Gracon Services	Sophos	$ 880.83	$ 293.61	$ 146.80	$ 146.81	$ 146.80	
Whitney, Devin	Reimbursement Lodging Week 2 Training	$ 549.45			$ 549.45		
Schmieding, Kevin	Reimbursement Lodgint Week 1&2 Training	$ 1,098.90			$ 1,098.90		
Baxter-Evans, Jessie	Cleaning Services - JGP/Hart Commons	$ 250.00	$ 250.00				
Fralic, Judee	Energy Opt. Rebate / H.E. HVAC install	$ 60.00			$ 60.00		
Napa Auto Parts	Auto Parts/Supplies	$ 57.50				$ 57.50	
Verizon Wireless	Department Phones	$ 611.79	$ 82.14	$ 258.46	$ 175.71	$ 95.48	
Bromley, Therese	Meter Deposit Refund	$ 52.60			$ 52.60		
Holman, John & Anne	Meter Deposit Refund	$ 24.28			$ 24.28		
VandenHeuvel, Dominique	Meter Deposit Refund	$ 185.20			$ 185.20		
Prein&Newhof	22403330 Main St Water Main Repair	$ 540.50		$ 540.50			
Prein&Newhof	2221070 Dryden & Wood St Reconstruction	$ 7,433.35		$ 7,433.35			
Prein&Newhof	2221059 BioPure Construction Phase	$ 6,620.50				$ 6,620.50	
Prein&Newhof	2221057 SRF WastewaterPhase 1, 2, 3	$ 4,711.75				$ 4,711.75	
Prein&Newhof	2220218 Dam Monitoring 2022-2024	$ 1,415.00			$ 1,415.00		
Prein&Newhof	2200777 Drinking Water Asset Phase 2	$ 11,540.75					$ 11,540.75
Prein&Newhof	2200777 Drinking Water Asset Phase 3	$ 1,758.50					$ 1,758.50
Riggs, Jason	2022 Tax Reimbursement Amended Filing	$ 60.00	$ 60.00				
MacQueen	Brooms/Shoes Street Sweeper	$ 1,343.55		$ 1,343.55			
Keystone Cooperative	Fuel	$ 864.35				$ 864.35	
Hallack Contracting	Road Gravel Corner of 88th & Polk Rd	$ 510.00				$ 510.00	
Metalloid	Supplies - Glass Cleaner/Spray Bottles	$ 65.62			$ 65.62		
Oceana County Clerk's Office	Tabulator Programming 2/27/24 Election	$ 400.00	$ 400.00				
MPPA	Purchase Power	$ 23,845.76			$ 23,845.76		
Hallack Contracting	Dryden & Wood Street Application 2	$ 299,409.97		$ 299,409.97			
Wadel Stabilzation	Riverside & Griswold Lift Stations App. 2	$ 182,859.45				$ 182,859.45	
Geissinger, Joseph	JGP Bathroom Repairs	$ 1,655.00	$ 1,655.00				
Republic Services	Garbage Overage Fees	$ 260.95		$ 260.95			
Ricoh	Renewal Fee	$ 143.20	$ 143.20				
Napa Auto Parts	Auto Parts/Supplies Historic District	$ 15.39	$ 15.39				
MMEA	Line Worker Books	$ 248.49			$ 248.89		
SyncWave	Internet	$ 468.14	$ 107.66	$ 84.27	$ 84.27	$ 191.94	
Heritage Preservation Group	Operating Supplies	$ 538.07	$ 538.07				
	Sub-total	**$ 823,888.77**	**$ 29,980.79**	**$ 32,884.72**	**$ 76,483.27**	**$ 128,891.14**	**$ 59,576.40**
HAND CHECKS/ACH/EFT							
Alerus	City Share 401 Retirement - PR 194	$ -	$ -				
US Postmaster	Postage/Tax Bills	$ 501.02	$ -		$ 325.66	$ 150.31	$ 25.05
AFLAC	Insurance Premium	$ -	$ -				
Guardian	Insurance Premium	$	$				
Delta Dental	Insurance Premium	$	$ -				
MWG/Amfirst	Insurance Premium	$ -	$ -				
Blue Cross Blue Shield	Insurance Premium	$ -	$ -				
	TOTAL HAND CHECKS	**$ 501.02**	**$ -**	**$ -**	**$ 325.66**	**$ 150.31**	**$ 25.05**
	Sub-Total Regular Bills/Hand Checks	***$ 824,389.79***	***$ 29,980.79***	***$ 32,884.72***	***$ 76,808.93***	***$ 129,041.45***	***$ 59,601.45***
Gross Payroll	PR 203	$ 75,848.78					
	Sub-Total	**$ 75,848.78**					
	GRAND TOTAL	***$ 900,238.57***	**$ 29,980.79**	**$ 32,884.72**	**$ 76,808.93**	**$ 129,041.45**	**$ 59,601.45**

Payroll ID: 203

Pay Period End Date: 05/05/2024 Check Post Date: 05/09/2024 Bank ID: GEN

Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.
15X	0.00	29.50	1,470.01	18,561.49
225X	0.00	0.00	0.00	6,045.45
2X	0.00	4.50	280.84	11,731.50
BACK PAY	0.00	0.00	0.00	342.35
COMP	12.00	0.00	312.29	7,745.49
ETO	127.50	0.00	4,919.22	61,939.20
ETO BUYOUT	0.00	0.00	0.00	0.00
FAIR - POL	0.00	0.00	0.00	0.00
FUNERAL	0.00	0.00	0.00	441.04
HOL	0.00	0.00	0.00	23,281.37
HOLIDAY	8.00	0.00	240.48	5,807.31
HOLIDAY POLICE	0.00	0.00	0.00	1,335.31
HOLIDAY WORKED	0.00	0.00	0.00	0.00
HOURLY	894.50	0.00	31,354.95	259,805.90
LEAD JOURNEY LW	0.00	0.00	0.00	230.16
LONG	0.00	0.00	0.00	0.00
OPT OUT	0.00	0.00	0.00	82,913.34
SALARY	1,006.00	0.00	36,701.37	308,529.08
STANDBY	15.00	0.00	569.62	4,551.58
TRAVEL TIME	0.00	0.00	0.00	0.00

Ded/Exp Id	Cur. Amnt.	YTD Amnt.
AF-ACC	146.17	722.45
AF-CANCER	76.70	383.50
AF-DENTAL	14.46	72.30
AF-LIFE	32.96	164.80
AF-PSI	55.37	267.49
AF-STD	171.79	858.95
ALERUS 401	1,947.93	19,334.21
ALERUS 401 AD	8.00	80.00
ALERUS 457	775.00	7,750.00
ALERUS 457P	1,061.57	12,947.44
ALERUS R 457%	1,278.97	13,793.04
DENTAL_EE	168.79	989.58
DENTAL_ER	428.21	3,411.77
FITW	6,300.63	75,832.07
GAP_EE	652.76	3,693.08
GAP_ER	1,516.47	12,582.88
GUARDIAN_EE	44.89	210.16
GUARDIAN_ER	194.20	1,696.43
INS REIM	549.14	549.14
LIFE	18.25	91.25
LOAN	363.17	3,366.74
LU465	294.40	1,354.24
MED_EE	2,521.46	15,030.06
MED_ER	6,684.96	52,757.22
MEDICARE_EE	1,074.86	10,726.76
MEDICARE_ER	1,074.86	10,726.76
OVER PAY	32.68	32.68
SITW	2,827.13	28,402.01
SOCSEC_EE	4,595.78	45,866.04
SOCSEC_ER	4,595.78	45,866.04
UNI45	265.00	1,297.50
UNIFM	4.95	49.50
VOL. LIFE	11.35	34.05
VOL. LIFE - SPO	5.68	17.04

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.	Expense This Period
75,848.78	0.00	25,299.84	50,548.94	793,854.00	50,071.18	14,494.48

** = Check Adjustment*

The Starting Block, Inc. - Regional Kitchen Incubator

1535 Industrial Park Dr.
P.O. Box 49
Hart MI 49420
(231) 873-1432
tsbi1@verizon.net

Our Mission

To incubate and support the entrepreneurial spirit, in the food systems and natural resources sector, by providing licensed commercial kitchen facilities, entrepreneurial education and peer-to-peer networking to new and expanding businesses in the multi-county, West Central Michigan region.

Our Shared Vision

To be the premier regional resource for growing any new idea, in the food product or natural resource areas, into a profitable, local and wealth-creating business.

Strategic Planning Session

The Starting Block, 1535 Industrial Park Dr, Hart, MI 49420

April 27, 2024 - Agenda

10 am to 10:30

- Vision & Mission
- Funding:
  - Current Budget and Balance Sheet
  - City of Hart lease-management/financial agreement
    - Starting Block utilities and building maintenance
- Marketing:
  - Social Media/website/Word of Mouth

10:30 to 11:30

- SWOT Analysis
  - *Internal Factors:* 2015 Client Survey
    - Human, Physical, and Financial Resources
    - What do we offer/do?
    - Past successes and reputation in the community
  - **S**trengths:
    - Things that have positive implications. It adds value, or offers your organization a competitive advantage.
    - Tangible assets such as available capital, equipment, credit, established and loyal customers, existing channels or distributions, copyrighted materials, patents, information and processing systems, and other valuable resources
  - **W**eaknesses:
    - Characteristics of your product or services that are detrimental to growth.
    - Things that detract from the value of your offering or place you at a disadvantage when compared with your competitors.
  - *External Factors:*
    - Future trends and forces that you don't control
    - The economy, funding, demographics, physical environment
  - **O**pportunities:
    - Can occur for a variety of reasons like the market, social patterns, advances in technology, customer lifestyle changes, new production methods
  - **T**hreats:
    - The external risks The Starting Block faces
    - Competition, supply costs, changes in demographics and customer behavior, government regulations

11:30 to 12:00

- Preliminary plan (rough draft with assignments)
- Two more meetings to solidify plan
  - 1st meeting to draft plan
  - 2nd meeting to launch plan

Minutes Strategic Planning Session
The Starting Block, 1535 Industrial Park Dr, Hart, MI 49420
April 27, 2024, 10 am – 12 pm

Welcome and Introductions
Present: Bill Small, Scott Ward, John Bakker, Rick Ray, Rob Splane, Jim Henley and Jane Dosemagen, guests: Clarence Rudat, MI State Product Center, and Annika Gacnik, Economic Recovery Corps.

Vision & Mission – see handout

City of Hart lease-management/financial agreement, Starting Block utilities and building maintenance
Rob Splane explained that the Hart City Council supports The Starting Block, but enterprise funds should not be used for utilities. They also have less general funds available. He said the city can put dollars into the building structure, help with economic development grants and public events to spotlight The Starting Block, and Parks and Rec can help provide community awareness.

Funding: Current Budget and Balance Sheet
Jane explained that the lease-management agreement with the city expired September, 2023 after the 15 year grant agreement. Jane reported that our financials look good and proposed giving $10,000 to the city toward their expenses of about $30,000 per year toward The Starting Block.

Discussion followed, including the need for fair employee compensation for Starting Block employees and future increased compensation for any new employees.

Comments included that The Starting Block is a benefit to the counties and could approach other entities for dollars, considering what it does for the region in economic and community development. At the state and federal level, grant funding is available to support women and minority owned food businesses.

One way it could be fair is to give benefit to City of Hart residents who use The Starting Block, another is to escalate the rent here the longer a business is in operation.

Rob's response to the $10,000 offer was for The Starting Block to keep the $10,000 for now and proceed with strategic planning, looking at financial stability in the next 5 years and what The Starting Block can do for the City of Hart, with the possibility that some of the bills could come directly here to be paid. The city's calendar ends July 1, and Rob said we can work on planning for the future and see how the plans go a year from July 1. The board thanked Rob for his generous position.

Marketing: Social Media/website/Word of Mouth
Jane said that word of mouth and website are the best ways we currently market, but we need more marketing. We will need someone who can do marketing once we transition for Jane and Jim to move on, someone with passion. Jane mentioned this to Tony as an opportunity for him and Lauren from Dark Water Coffee to do this job when Jane and Jim transition out.

SOAR Analysis (Strengths, Opportunities, Aspirations, Results)

STRENGTHS

Client Success Stories
Experience – Program, Staff
Facility and Equipment
Entrepreneurial/business – internal, SCORE, MSU Product Center, West Shore
Location – Food Processing Industry
Dry and Cold Storage
First incubator in the state of MI

Opportunities

High School Ag Programs – Shelby starting a HS Ag Science Program next year
R & D for local food processors
Sharing our successes/marketing with legislature and state agencies
Follow up on graduates
Formalize the business mentoring program – MSU Product Center offers how to start a business
Grant Funding – businesses and government programs
Food Truck Industry
West Shore Students do Research/Marketing Campaign
Dairy and Meat Processing
Unused Space – meetings, warehouse
Investment Groups – matching investor with client

- MSU 'Spartan Innovations' makes connections and helps
- Muskegon 'Innovation Hub'

Catering
Food Safety

Aspirations

Retail/Community Gathering Space – market place, social groups, events like farmers market, processing promotion
Broader collaboration with partners – banks, processors, college, MSU Extension
Educational Programs
Regional and Statewide recognition
Corporate sponsorship
Financial Sustainability – Business, Employer
Ag Crop Excess Utilization/Upcycling
Business Leaders as Mentors
Adding Value – USDA Value Added and MDARD Grants

Results

Increased Revenue
Increased Awareness
Increased New Clients/Businesses
Increased community Awareness and Utilization
Overall Marketing Campaign, Website, collaborators/partners
Trade Associations
Starting Block Products
Specialty/Nutritional Support
Connect ideas with Businesses and Co-packers

Preliminary plan

Scott offered to help get these notes into usable format. He mentioned West Shore's grant for a community center in Hart with opportunity for Starting Block clients to display products.

Clarence said the MSU Product Center can help with this process as The Starting Block is a good fit and in a unique place, between Kitchen 242 and The Farm in Muskegon. He and Annika also mentioned the Kitchen Incubator Network across the country, with the Great Lakes area based at MSU which will have USDA funds to distribute from the Center for Regional Food Systems.

Other thoughts: We started as a food processing business incubator. We were first, now there are others. What is the market that we are operating in today? Focus on what's our market – who are we reaching.

Need for food education program/how to work with processors, help people get stated in food business, host HR group, host Food Safety, encourage R & D for food processors, focus on one market and leverage college to focus on marketing, booth at Great Lakes Expo or trade associations, food industry business leaders to serve as mentors and n preferred vendor list of partners to give discounts.

1st meeting to draft/solidify plan – June 6th, 3 – 5 pm at The Starting Block to also be held on Zoom, with Rob Splane's equipment.
2nd meeting to launch plan - TBD

RESOLUTION 2024-01
City Council
City of Hart, Michigan

APPROVE 2024-2034 JOINT FIRE ADMINISTRATIVE BOARD AGREEMENT

WHEREAS, the City of Hart participates in an interlocal multi-party agreement for the provision of fire protection services; and

WHEREAS, The Hart Area Joint Fire Administrative Board has identified that the existing operating agreement will expire on June 30, 2024; and

WHEREAS, a new agreement has been drafted to begin on July 1 2024 and remain in effect through June 30, 2034. The new agreement is materially similar to the existing agreement;

WHEREAS, The proposed new agreement allows budget shares of each party equivalent to a millage which shall not exceed 2 mils of taxable value, to be approved through an annual budget;

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Accepts and approves July 2024 proposed Hart Area Joint Fire Administrative Board Agreement and directs the Mayor and City Clerk to sign on behalf of the City of Hart.

Allocates the equivalent of up to two (2) mills of property taxes to the Hart Area Fire Department beginning in FY24 budget year.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, May 14, 2024.

Ayes __ Nays __ Absent __

HART AREA FIRE DEPARTMENT

808 S. State Street
P.O. Box 125
Hart, MI 49420
Ph. (231) 873-3378
Fax (231) 301-8150
www.HartFireDepartment.org

TO: Golden Township, City of Hart, Hart Township and Weare Township.

FROM: Hart Area Fire Administrative Board
P. O. Box 125
Hart, MI 49420

DATE: April 17, 2024

SUBJECT: Agreement Renewal for July 2024 to June 30, 2034.

I have been advised that at a special meeting on April 17, 2024 Golden Township approved the new agreement at the rate of a maximum of 1 mil, which is the existing amount. Hart Township has agreed to the original amount of the new agreement at a maximum of 2 mil. Please advise the Hart Area Fire Administrative Board as to the preference of 1 mil or 2mil, so the the process can move forward.

Both townships have approved the budget for the 2024/2025 year as presented.

If there are any questions or concerns please contact Chairman Gary Beggs or Vice Chairment Jay McGhan.

Sincerely,

Daniel Leimback
Sec/Treasurer

4-26-2024 Draft
HART AREA JOINT FIRE
ADMINISTRATIVE BOARD AGREEMENT
JULY 2024

This Joint Fire Administrative Board Agreement (hereinafter the "Agreement"), made and entered into the 1st day of July, 2024 (The "Effective Date"), by and between the City of Hart, a municipal corporation of the State of Michigan, the Township of Golden, a statutory unit of local government, the Township of Hart, a statutory unit of local government, and the township of Weare, a statutory unit of local government (hereinafter collectively referred to as the "Parties" and individually referred to as the "Party").

WHEREAS, the Parties have jointly operated a fire department under the direction of a joint fire administrative board known as the Hart Area Fire Command Board.

WHEREAS, the Parties participated in that fire Administrative Board pursuant to the "Hart Area Fire Protection Agreement" of 1966.

WHEREAS, the Parties wish to enter into this Agreement to replace the 1966 Hart Area Fire Protection Agreement, to replace any amendments to that 1966 Fire Protection Agreement, and to replace any prior or contemporaneous written or oral agreements between the Parties concerning the same subject matter in their entirety (herein after all these prior or contemporaneous agreements and/or amendments shall be referred to as the "1966 Fire Protection Agreement').

WHEREAS, the Parties have mutually agreed to operate and maintain a community fire department under statutory authority, and have agreed that such operation and maintenance is for the common interest and benefit of the City and the Townships.

NOW THEREFORE, pursuant to Public Act 33 or 1951, being MCL 41.801 et seq., amended the Parties agree as follows:

FORMATION

1. Term of Agreement: this Agreement shall terminate on July 1, 2034 unless all four (4) Parties agree to renew the Agreement prior to its termination. This Agreement may be amended from time-to-time by written consent of all the Parties.

2 Joint Fire Department: The Fire Department governed by this Agreement shall be known as the 'Hart Area Fire Department" herein after the ("Department"). The Parties hereby agree, pursuant to authorizing resolutions, to form the Department.

3. Administrative Board: The Department shall be administered by the Hart Area Fire Administrative Board (hereinafter the "Board").

4. Fire Equipment, Personal Property and Liabilities: The Parties agree that all of the fire equipment and other personal property previously held under legal title, or by possessory interest, by the administrative board and /or fire department and all liabilities associated with such Fire Equipment

shall be transferred to and held by the Department and or the Board pursuant to this Agreement, and the Parties agree to cooperate in execution of any documents, necessary to effectuate such transfer.

5. Real Property: Parcels 64-020-739-001-30, 64-020-739-002-60, and 64-020-739-002-10 are owned by the Department. The parties agree to cooperate in execution of any documents necessary to effectuate such ownership.

FINANCING

6. Fiscal Year: The fiscal year of the Department shall be from July 1 through June 30.

7. Proposed Budget: By the February meeting of each year, the Board shall submit a proposed Budget for expenses for the following fiscal year to the Parties. The Parties shall adopt, amend, or reject the proposed budget.

8. Adoption of the Budgets: If a Party chooses to adopt the proposed Budget, it shall endeavor to do so on or before April 30 of each year and submit proof of adoption to the Board which shall adopt the budget at their May Meeting. The Annual Budget shall be allocated to the Parties in accordance with the schedule contained herein. The Board shall designate 15% or more of the annual revenue from the Parties for Capital Improvement and shall maintain these funds in a separate and designated Capital Improvement Fund. Capital Improvement shall be defined as real property and equipment purchases of $10,000 or greater or as amended by the board.

9. Budget shares will be allocated to each Party equivalent to a millage which shall not exceed 2 mils of taxable value. Any increase requested shall not exceed .25 mils in a budget year.

10. Appropriations: The Parties shall, beginning July 1st, of each year after adoption of the Budget pursuant to Paragraph 8, make quarterly payment to the Treasurer of the Board for their individual shares of the Budget.

11. Accounting: Payments for expenses and other obligations shall be made by the Treasurer on order of the Board. The Treasurer shall set up a convenient system of accounting for this fund, consistent with the agreement. An Audit shall be performed annually by a certified public accountant. The audit report shall be sent to each of the Parties.

ADMINISTRATIVE BOARD

12. Duties: The board shall be the administrative body responsible for and authorized to control all fire protection activities of the Department in addition to all duties set forth in this Agreement and all duties necessary and proper to administer the Department. The Board shall authorize the expenditures incurred in making the Capital Improvements and operating the Department as set forth in the Agreement, provided there shall be an unencumbered balance in the appropriate budget to pay the same. The Treasurer shall only make such payments on bills and or invoices as certified and directed by the Board. The Board shall purchase and maintain liability and property damage insurance policies. All Parties shall be individually named as insured parties on any such insurance policies.

13. Powers: The Fire Command Board shall have the full responsibility for the management and operation of the Fire Department, including, without limitation hiring, disciplining, promoting and dismissing of the department officers and employees, taking into consideration the Fire Chief's recommendation (which recommendation shall not be required for any personnel actions taken by the

Board relative to the Fire Chief); determining officer and employee wages and benefits within budget appropriations approved by the members units through their respective legislative bodies; approving job descriptions and duties; approving standard operating procedures and guidelines for the operation and maintenance of the department and its physical assets.

14. Selection of Board Members: The Board shall consist of nine (9) members. Each of the Parties shall appoint two (2) members of the Board. Members of the Board shall approve by resolution the 9th Board member. A Party may remove any member it has appointed for any reason. Vacancies that occur for any reason will be filed by appointment of the Party that originally appointed the member that vacated the seat.

15. Terms of Office: Each member of the Board shall serve a term of Six (6) years except that of the first two members so appointed by any Party, one shall serve a term of four (4) years. The Board appointed member will serve a term of four (4) years.

16. Board Meetings: The Board shall conduct its business at public meeting, and shall meet at least six times per year. Reasonable dates and times of any such meetings shall be set by the Chairperson, however, additional meetings shall be scheduled at dates and times as may be requested by the Chairperson, or as may be requested by two or more members of the Board. Any meeting of the Board shall be conducted in compliance with the Open Meetings Act, being MCL 15.261 to 15.275.

17: Board Documents: A writing prepared, owned, used, in the possession of or retained by the Board in the performance of an official function shall be made available to the pubic in compliance with the Freedom of Information Act, being MCL 15.231 to 15.246. The Board shall appoint a FOIA coordinator.

18: Officers: The Board, at the August meeting of each even numbered year, shall elect from the membership a Chairperson and a Vice Chairperson. The Secretary and the Treasurer shall also be elected however, they do not need to be members of the Board. The term of office shall be two (2) years for any of the offices. The Board may remove an officer from office prior to the end of the two years. The first officers elected under this Agreement shall serve until the next even numbers year.

19: Voting: The Board shall decide all issues coming before it by a majority vote of its members with five (5) votes needed to approve all matters being considered by the Board.

20. Termination of the Agreement by All Parties: Should all Parties then participating in the Agreement decide by written agreement to withdraw from it, it shall terminate upon the terms contained in such agreement. Upon such mutually agreed upon termination all assets of the Department and Board shall be dispersed to the Parties on a percentage basis determined by Party contributions for the prior three (3) years.

21. Non-Unanimous Withdrawal Notice: If all Parties do not agree to terminate this Agreement, a Party, or less than all the Parties, may only withdraw from this Agreement by giving one (1) year advanced written notice to the remaining Parties and to the Board. Such withdrawing Parties shall continue making full quarterly payments during the one-year notice/withdrawal period. There will be no disbursement of assets in the event one or more Parties, but not all the parties, withdraw pursuant to this Paragraph 21.

AMENDMENT OF THIS AGREEMENT

23. This agreement may be amended by resolution of all and each of the Parties then participating in it.

SAVINGS CLAUSE

24. Continuing Nature: Should any portion of this Agreement by declared unenforceable by any court of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect to the extent practicable.

ENTIRETIES CLAUSE

25. Entire Agreement: The Parties hereto agree that this Agreement contains the entire understanding of the Parties and that all other prior or contemporaneous agreements, written or oral, including, but not limited to, the 1966 Fire Protection Agreement are merged and integrated herein, and are without force and /or effect.

IN WITNESS WHEREOF, after approval by their respective governing bodies, the Parties have caused this Agreement to be executed by their duly authorized agents of the dates written below, with the intent that the effective date of this Agreement is the date written above.

TOWNSHIP OF GOLDEN

Supervisor — Clerk

Dated: — Dated:

TOWNSHIP OF HART

Supervisor — Clerk

Dated: — Dated:

CITY OF HART

Mayor — Clerk

Dated: — Dated:

TOWNSHIP OF WEARE

Supervisor — Clerk

Dated: — Dated

RESOLUTION 2024-10
CITY COUNCIL
City of Hart, Michigan
Oceana County

AUTHORIZE PURCHASE OF BUDGETED VENTRAC MULTI-USE YARD MACHINE

WHEREAS, the City of Hart operates and maintains streets as well as electrical, water, and sewer utilities; and

WHEREAS, in pursuit of operations, specific equipment is necessary to accommodate various tasks, and

WHEREAS, the fiscal year 2024 budget has allowed for the purchase of a steep incline mowing machine; and

WHEREAS, city department staff has identified the Ventrac machine as the best tool for mowing steep incline areas specifically at the Hart Dam, the Ventrac may also be used as a commercial sweeper and several other tasks; and

WHEREAS, the typical bidding process becomes difficult as this one solution provider has no competitors; and

WHEREAS, the City Council desires to secure the benefits of efficient self-governance and to promote and protect our common interests and welfare; and

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

> *Authorizes the purchase of the budgeted Ventrac unit and selected attachments in the amount of $45,379, not including any necessary delivery or supplemental charges. The purchase can be made through the Sourcewell purchasing contract ensuring the City of Hart receives the lowest possible cost without seeking competitive bids.*

Moved by _____, supported by _____, and thereafter adopted at the regular City of Hart City Council meeting on May 14, 2024.

Ayes: __ Nays: __ Absent: __

Pricing Quote

Quote #: 89621-1005
Contract #: 031121-TTC

Date Quoted: April 16, 2024
Quote Expires: May 16, 2024

Prepared For:

Mike Schiller
City of Hart
407 State St
Hart, MI 49420
2318735367
mschiller@cityofhart.org

Prepared By:

Weingartz Supply Co - Cedar Springs
Mitchell Alexander
11875 Northland Dr
Cedar Springs, MI 49319
Phone: 616-263-8870

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	4520Z (39.51215)	Ventrac Tractor: KN, 4520Z Kubota WG972-GL *Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs*	28,584.40	28,584.40
1	MJ840 (39.55160)	Attachment: MOWERS - CONTOUR DECK MJ, MJ840 Contour Mower	8,832.00	8,832.00
1	HQ682 (39.55118)	Attachment: MOWERS - TOUGH CUT HQ, HQ682 Mower, Tough Cut	4,669.00	4,669.00
1	70.8226	Accessory: Kit, Hydraulic Flip Up HQ682	506.00	506.00
1	KY400 (39.55455)	Attachment: TRENCHER KY, KY400 Trencher	6,973.60	6,973.60
1	KX480 (39.55428)	Attachment: SNOW BLOWER KX, KX480 48" Snowblower	5,704.00	5,704.00
1	70.8025	Accessory: Kit, 12V Actuator, HB/KX/LX	310.40	310.40
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520/4500	354.20	354.20
1	KC220 (39.55301)	Attachment: STUMP GRINDER KC, KC220 Stump Grinder	4,848.40	4,848.40
1	KJ520 (39.55401)	Attachment: BROOM KJ, KJ520 Broom	5,704.00	5,704.00
1	70.8211	Accessory: Kit, 12V Actuator KJ	377.20	377.20
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,481.20	1,481.20
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	400.20	400.20
			TOTAL USD $	68,744.60

$45,379

Ventrac Products - Toro

Landscape and grounds maintenance equipment

#031121-TTC

Maturity Date: 4/30/2025

Website: ventrac.com/contracts

Products & Services

Products & Services

Sourcewell contract 031121-TTC-2 gives access to the following types of goods and services:

- 30-degree slope mowers
- Snow plows, blowers, & brooms
- Decks for cutting brush, weeds, & saplings
- Finish, rough, & flail mowers
- 1 tractor – 30+ attachments
- Hillside & slope mowers
- Stump grinders & trenchers
- Power units with four-season versatility
- Attachments for leaves & debris cleanup
- Ventrac FlexFrame technology
- Articulating & oscillating frames
- Full-time, all-wheel drive units

Locate your local dealer or representative

City of Hart
Hart, Michigan

Account # 214693

Sourcewell Contact

If this is your organization and you need assistance, please contact:

Dana Kahlhamer
Email: dana.kahlhamer@sourcewell-mn.gov

Is this your organization?

Great news—your organization is already a Sourcewell participating agency! Using the account number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the supplier you wish to purchase from.

Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Client Relations Team at **service@sourcewell-mn.gov** or 877-585-9706.

RESOLUTION 2024-11
City Council
City of Hart, Michigan
Oceana County

ACCEPT PROPOSAL FOR ENGINEERING SERVICES FOR THE DESIGN AND CONSTRUCTION OF WEST MAIN STREET

WHEREAS, the City of Hart is responsible for the maintenance and repair of city streets; and

WHEREAS, the City of Hart has funding available in Major Streets 202 Fund to cover the cost of resurfacing West Main Street; and

WHEREAS, it is necessary for the City to obtain a qualified engineering entity to properly oversee the design and construction of this infrastructure; and

WHEREAS, Prein and Newhof, being very familiar with city infrastructure is best suited to design and oversee this resurfacing project and any related improvements during this effort; 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 the proposal for engineering services from Prein and Newhof not to exceed $29,000 to provide professional engineering services for the design and construction phases of resurfacing West Main Street.

The council authorizes the City Manager to sign and execute any related contractual agreement.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on May 14, 2024

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

May 1, 2024

Mr. Rob Splane, City Manager
City of Hart
407 State Street
Hart, MI 49420

Re: Professional Engineering Services Proposal
West Main Mill and Fill, City Limit to Mechanic Street

Dear Rob:

Thank you for the opportunity to provide this proposal for engineering services for the resurfacing of West Main Street from the City limit to Mechanic Street. It is our understanding that the project will consist of milling, resurfacing, and minor curb replacement. Sidewalk ramp upgrades are not included in the scope of work. This project will be funded with local funds on hand.

Based on these requirements, we have reviewed the project and have developed the following scope of services.

Design Phase

- Complete design of a resurfacing project in a Log Project format
- Complete pavement corings
- Attend one design review meeting
- Prepare and submit permit applications (City to pay fees)
- Prepare opinion of probable cost based on final design
- Prepare project bid specifications
- Review bids, prepare bid tabulations, and provide recommendations;
- Prepare Notice of Award and Notice to Proceed; and
- Assist City with preparation of final contracts for signing by Contractor

Construction Phase

- Schedule and attend preconstruction meeting and prepare minutes
- Provide construction observation assuming approximately one week of construction, (60 hours)
- Respond to Requests for Information (RFIs), prepare payment applications, and change orders
- Provide project updates and assist in distributing information to the public

We propose to perform the described professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed cost of $29,000. We anticipate this project being bid early summer with construction in the fall of 2024.

If this proposal is acceptable, please sign and return the Professional Services Agreement. If you have any questions, please contact me.

Sincerely,

Prein&Newhof

Barbara E. Marczak, P.E.

Matthew R. Hulst, P.E

Enclosure: Professional Services Agreement

Project No. 2240473

Professional Services Agreement

This Professional Services Agreement is made this 1st day of May, 2024 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 3355 Evergreen Dr. NE, Grand Rapids, MI 49525, and City of Hart ("Client"), of 407 State Street, Hart, MI 49420.

WHEREAS Client intends to:

Professional Engineering Services for West Main Street Resurfacing

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For P&N	For Client
Name: Matthew Hulst, PE	Name: Robert Splane
Title: Project Engineer	Title: City Manager
Phone Number: 231-798-0101	Phone Number: 231-873-3475
Facsimile Number: 616-364-6955	Facsimile Number: _____
E-Mail Address: mhulst@preinnewhof.com	E-Mail Address: rsplane@cityofhart.com

ARTICLE 2 – GENERAL CONDITIONS

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

☒ P&N Standard Terms and Conditions for Professional Services

☒ P&N Proposal dated, May 1, 2024

☐ P&N Standard Rate Schedule

☐ P&N Supplemental Terms and Conditions

☐ Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

☒ P&N Scope of Services per Proposal dated, May 1, 2024

☐ Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

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

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

☒ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

☒ Other: Maximum not to exceed $29,000 unless authorized by Owner.

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

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

Accepted for:	**Accepted for:**
Prein&Newhof, Inc.	**City of Hart**
By: _____	By: _____
Printed Name: Barbara Marczak, P.E.	Printed Name: Robert Splane
Title: Team Leader	Title: City Manager
Date: May 1, 2024	Date:

Standard Terms & Conditions

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

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

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer's profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer's opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client's behalf on all matters related to the Engineer's services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer's performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

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

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

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

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

J. Insurance

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

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

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

L. Documents and Data

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

M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut–down costs incurred. Shut–down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.

2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.

3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

W. Fee Escalation - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

RESOLUTION 2024-12
CITY COUNCIL
City of Hart, Michigan
Oceana County

ACCEPT SEALED BIDS FOR CROP MANAGEMENT AT HART BIOPURE IRRIGATION SITE

WHEREAS, the City of Hart owns and operates a municipal wastewater treatment plant and an irrigation site on crop land where it is desirable to manage the land in a manner that mutually benefits the City of Hart and the agricultural community; and

WHEREAS, the City of Hart has successfully operated the irrigation site in a similar manner for years, but does not have the proper equipment or expertise to perform the crop management work, and

WHEREAS, the City Council desires to secure the benefits of efficient self-governance and to promote and protect our common interests and welfare; and

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Accepts the following bids for Crop Management Services in 2024-2028:

Name of Bidder	***2024-Rate***	***2025-Rate***	***2026-Rate***	***2027-Rate***	***2028-Rate***
Forner Farms LLC	*$6,000*	*$6,500*	*$7,000*	*$7,5000*	*$8,000*
Robert Porter	*$8,505*	*$8,505*	*$8,505*	*$8,505*	*$8,505*

City council awards the contract to _____ and directs the City Manager and Hart BioPure Superintendent to work with the chosen bidder to oversee the crop management program on behalf of the City of Hart.

Moved by _____, supported by _____, and thereafter adopted at the regular City of Hart City Council meeting on May 14, 2024.

Ayes: __ Nays: __ Absent: __

City of Hart
407 State Street
Hart, MI 49420

Notice

Bids Wanted

City of Hart

The City of Hart will be accepting bids for crop management of its irrigation site consisting of approximately 105 acres of land.
At the time of poor yield rates of the existing alfalfa/ hay pro mix (at the discretion of the winning bidder and the WWTP Supervisor) this area will require at least 1 harvest of corn/soybean before being reseeded of alfalfa/hay pro mixture.
Preferably corn ground to be harvested as silage. If the corn is harvested as ear corn / shelled corn the stalks need to be harvested off-site.
Bids will be for a 5-year period 2024-2028.
Sealed bids will be accepted at City Hall, 407 State Street, Hart, MI 49420 or emailed to rsplane@cityofhart.org until 4:00 on April 30 2024.

If you have any questions regarding this matter, direct them to the WWTP Supervisor, Paul Cutter, at 231-873-2259 or 231-638-1963.

City of Hart Irrigation Site Crop Management Proposal
Corn Rotation and Grasses Seeding

The City of Hart utilizes spray irrigation to dispose of treated wastewater. This **5-year** term will consist of rotating any depleted, low yield hay/grass area to corn/**soybean** and back to a seeding of hay/grass after one year. The term of the agreement will be for the period **2024-2028**. An approximate rotation period for the grass/hay area will be at the discretion of the winning bidder and the WWTP Supervisor.

It is strongly recommended that any bidder of this contract posses' adequate equipment to allow for efficient removal of crops without excessive disruption of the City's irrigation cycle and the operation of the site. Bidders should consider the listed equipment or equivalents below as suggested for required and proper crop management of the site. Proof of equipment must be included with the bid of equipment to be used at the site.

Haybine – Disc Mower and conditioner
Hay Rake – Tedder Rake
Balers – Bidders preference
Forage Chopper – Bidders preference
Back-up hay removal equipment

The crop fields are irrigated at an average rate of 2.8 inches per day and 5.6 inches per week and 114 inches per year. The irrigation site schedule uses 7 laterals at a time with a rotation of alternating 8- and 16-hour periods for covering 42 laterals at the irrigation site, allowing lateral 43 to be used as a spare. 7 laterals come on at 6 am for 8 hours, and then 7 new laterals come on for 16 hours from 2pm until the following morning. The objective is for the farmer to remove the hay in sections small enough to enable the City to continue to irrigate without violating their EGLE permit regulations.
Example: If you have cut a section and are bailing that section you may begin to cut another section knowing the city will be applying water to the section being bailed the next day. This could mean the city is watering bailed hay if it is not removed that day.

The bidder will be responsible for reseeding any areas rotated from corn to grass (seed beds shall be sprayed with an herbicide). The depleted grass must be rotated to corn/**soybean** for at least one year. The soil may be plowed and tilled prior to seeding or no-till planting may be used at the discretion of the bidder. The bidder is responsible for any soil testing or nutrient addition. Any fertilizer application must be approved by the WWTP Supervisor. If the bidder applies fertilizer to the irrigation site the application rate per acre, the blend of fertilizer used and the area the fertilizer was applied to must be documented and a copy must be given to the WWTP Supervisor.

The bidder shall provide proof of insurance for property, vehicles and liability and workers compensation. The successful bidder shall maintain adequate insurance as described during the term of the contract.

Exhibit A details a map of the irrigation site which includes portions of parcels 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, and 007-022-200-03

The City reserves the right to reject any or all bids and to waive any irregularities that it determines to be in the best interest of the City. If you have any questions regarding this matter, direct them to the WWTP Supervisor, Paul Cutter, at 231-873-2259.

Exhibit A



CERTIFICATION
Please complete and sign this page.

I certify that I am authorized to submit a proposal for City of Hart Crop Management Services and that I have the legal authority to enter into an agreement with the CITY in the event this proposal is selected. I have read this document, inspected the Wastewater Treatment Plant irrigation property, and understand my obligations and duties regarding the proposed services:

Robert W Porter — Signature

owner/operator — Title

Company: _____

Address: 2388 S. 58th Ave

City, State, Zip Code: Shelby MI 49455

Telephone: 616 551-9202

Email: Robporter32@gmail.com

Date: 4-29-2024

PROPOSAL FORM

Enter proposed annual payment to City of Hart:

Growing Season	Annual Lump Sum Payment	Payment Due
2024	@ 8505	10/31/2024
2025	@ 8505	10/31/2025
2026	@ 8505	10/31/2026
2027	@ 8505	10/31/2027
2028	@ 8505	10/31/2028

CERTIFICATION
Please complete and sign this page.

I certify that I am authorized to submit a proposal for City of Hart Crop Management Services and that I have the legal authority to enter into an agreement with the CITY in the event this proposal is selected. I have read this document, inspected the Wastewater Treatment Plant irrigation property, and understand my obligations and duties regarding the proposed services:

Signature [signature] Title MEMBER

Company: FORNER FARMS LLC.

Address: 3482 W. POLK RD.

City, State, Zip Code: HART, MI 49420

Telephone: 231-750-1592

Email: EFORNER@YAHOO.COM

Date: 4-22-2024

PROPOSAL FORM

Enter proposed annual payment to City of Hart:

WE HAVE THE EQUIPMENT AND BACK-UP EQUIPMENT AND A GOOD WORKING RELATIONSHIP WITH WASTEWATER PERSONAL.

Growing Season	Annual Lump Sum Payment	Payment Due
2024	6,000	10/31/2024
2025	6,500	10/31/2025
2026	7,000	10/31/2026
2027	7,500	10/31/2027
2028	8,000	10/31/2028

35,000.

CITY OF HART

407 S. State St., Hart, MI 49420
Ph: 231-873-2488 Fax: 231-873-0100

SPECIAL EVENTS PERMIT

THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT.

DATE OF APPLICATION: 5-8-24

NAME OF EVENT: Veteran's Day Parade

DATE OF EVENT: November 9, 2024 TIME: 2pm TO est. 245pm

RAIN DATE OF EVENT: MUST PROVIDE RAIN OR SHINE IN THE EVENT OF LIGHTNING WILL CANCEL

LOCATION AND/OR ROUTE OF EVENT: PARADE WILL FOLLOW ASPARAGUS PARADE ROUTE STARTING AT FAIRGROUNDS, ENDING AT HPS PARKING LOT

DESCRIPTION OF EVENT: VETERANS DAY PARADE

SPECIAL NEEDS: N/A

NAME OF ORGANIZATION OR SPONSOR: OCDVA COMMITTE

ADDRESS: 844 S CORISWOLD ST SUITE 100
HART MI 49420

CONTACT PERSON: TRACY BLAMER

PHONE: (231) 578-3421 FAX:

EMAIL: tblamer@oceana.mi.us or tblamer@petersonfarmsinc.com

X Tracy Blamer 5-8-24

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

ALL CURRENT COVID-19 STATE MANDATED RESTRICTIONS MUST BE ADHERED TO. IT IS YOUR RESPONSIBLITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED IF YOUR APPROVED PERMIT INDICATES THAT A MEETING IS NEEDED. PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

POLICE: 873-2488, DPW: 873-3100, HYDRO: 873-5367, EMS: 873-8240

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

CITY OF HART

407 S. State St., Hart, MI 49420

Ph: 231-873-2488 Fax: 231-873-0100

SPECIAL EVENTS PERMIT

THE CITY IS NOT RESPONSIBLE FOR BY-STANDERS AT YOUR EVENT.

DATE OF APPLICATION: 05/09/2024

NAME OF EVENT: Lakeside Comprehensive Rehab Celebration Parade

DATE OF EVENT: 05/20/2024 TIME: 12:30 PM TO 12:50 PM

RAIN DATE OF EVENT: **MUST PROVIDE**

LOCATION AND/OR ROUTE OF EVENT: From Hansen Street, north on State to Main, East to Lakeside Comprehensive Rehab

DESCRIPTION OF EVENT: All decorated vehicle parade in celebration of winning the Michigan Celebrates Small Businesses 50 Companies to Watch award.

SPECIAL NEEDS: Police Escort

NAME OF ORGANIZATION OR SPONSOR: Lakeside Comprehensive Rehab

ADDRESS: 601 E Main Street

CONTACT PERSON: Deborah Windell

PHONE: 231-873-3577 FAX:

EMAIL:

X Deborah Windell 05/09/2024

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE**

ALL CURRENT COVID-19 STATE MANDATED RESTRICTIONS MUST BE ADHERED TO. IT IS YOUR RESPONSIBLITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED IF YOUR APPROVED PERMIT INDICATES THAT A MEETING IS NEEDED. PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

POLICE: 873-2488, DPW: 873-3100, HYDRO: 873-5367, EMS: 873-8240

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE: