City of Hart, Michigan
CITY COUNCIL AGENDA
November 28, 2023, 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
        i. Necessity Hearing – Proposed 2024-2025 Sidewalk Program
6. Consent Agenda:
    a. Approval of Minutes from November 14, 2023 Council meeting.
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp.
7. Action Items
    a. Resolution 2023-48 Resolution of Necessity – Adopt 2024-2025 Sidewalk Program
    b. Resolution 2023-49 Cancel December 26, 2023, City Council Regular Meeting
    c. Resolution 2023-50 Modification to Creeks Condominium Documents
8. Discussion Items
    a. Council Retreat 2024 – January 20, 2024
    b. Proposed Hart Police Department Part-time Officer Wage Increase
    c. Closure of City Hall for cleaning December 27-29
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates.)
11. Adjournment –

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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.

Chap. 1020. Sidewalk Construction and Repair.

CHAPTER 1020

Sidewalk Construction and Repair

1020.01 Compliance required.

1020.02 Supervision and control.

1020.03 Construction specifications.

1020.04 Percentage of costs to be borne by City and property owners.

1020.05 Notice to property owners of hearing on necessity.

1020.06 Council may require construction.

1020.07 Form of notices.

1020.08 Duty of owner.

1020.09 Council shall have power to enter into contract.

1020.99 Penalty.

CROSS REFERENCES

Failure of property owner to keep sidewalks free of obstruction - see M.C.L.A. Sec. 103.4

Streets and alleys in home rule cities - see M.C.L.A. Secs. 117.4d, 117.4e, 117.4h

Excavations generally - see M.C.L.A. Secs. 554.251 et seq.

Sidewalks generally - see M.C.L.A. Secs. 691.1401 et seq.

Obstruction of sidewalks - see GEN. OFF. 670.09

1020.01 COMPLIANCE REQUIRED.

All sidewalks hereafter laid, constructed, rebuilt or repaired in the City of Hart, shall conform to the provisions of this chapter.

(Ord. 34. Passed 9-29-53.)

1020.02 SUPERVISION AND CONTROL.

The City Manager shall have general supervision and control of all sidewalks and the building, rebuilding or repair thereof, including inspection. It shall be the duty of the Manager to see that the provisions hereof are enforced. He or she may act by himself or herself or through any duly authorized subordinate in any of the matters hereinafter provided to be done by him or her, and shall, whenever authorized by the Council, employ such assistants as may be necessary to enforce the provisions hereof.

1020.03 CONSTRUCTION SPECIFICATIONS.

All sidewalks hereafter laid, constructed, rebuilt or repaired in the City of Hart shall conform as to width, specifications of materials and manner of construction as provided by the City Council by resolution from time to time. No variation from the specifications will be allowed unless by resolution of the Council upon written application, setting forth in detail the variation desired, and the Council may permit or refuse to allow such variation, in its discretion. Any person desiring to construct, rebuild or repair a sidewalk on or adjacent to his or her property, shall do so only upon permit granted by the City Council by proper resolution adopted by said Council and in accordance with specifications on file in the office of the City Clerk established by said Council, by resolution, from time to time. Said sidewalks shall be constructed, rebuilt or repaired under the supervision of the City Manager and in full compliance with specifications set forth in said resolution to the satisfaction of the Manager.

1020.04 PERCENTAGE OF COSTS TO BE BORNE BY CITY AND PROPERTY OWNERS.

Subject to the provisions of this chapter, the City of Hart will hereafter pay to any person who shall construct, rebuild or repair a cement sidewalk in said City, forty percent of the cost of the construction thereof and the adjoining property owner shall pay sixty percent of the costs of construction thereof. However, any person desiring to construct, rebuild or repair a sidewalk on or adjacent to his or her property shall do so only when authorized by a proper resolution of the City Council in accordance with the specifications then in full force and effect, on file in the office of the City Clerk, and under the supervision of the City Manager, as provided in Section 1020.03.

(Ord. 34. Passed 9-29-53.)

1020.05 NOTICE TO PROPERTY OWNERS OF HEARING ON NECESSITY.

Whenever the City Council contemplates consideration of the building, rebuilding or repair of any sidewalk or sidewalks, said Council shall direct the City Clerk to publish in the Oceana County Herald Journal a notice that the Council will, at a meeting thereof, at the time and place specified in said notice, consider the adoption of a resolution to determine the necessity for the building, rebuilding or replacing of such sidewalk, which notice shall specifically refer to the legal description of the lands adjoining the sidewalk or sidewalks, and such notice shall be published at least seventy-two hours in advance of the meeting of the Council at which such resolution of necessity will be considered by the City Council.

1020.06 COUNCIL MAY REQUIRE CONSTRUCTION.

Whenever, in the opinion of the Council, any sidewalk shall be built, repaired or rebuilt, the Council shall so declare by resolution, and the Clerk shall cause to be served upon the owner or occupant of any lot in front of or adjacent to which said sidewalk is required to be built, rebuilt or repaired, notice that such sidewalk must be built, rebuilt or repaired within thirty days after service of such notice, or that the work will be done under the direction of the City Manager, and sixty percent of the cost thereof, with ten percent additional, assessed against the property. Such notice may be served by securely posting the same upon the premises if the owner or occupant cannot be found upon the premises, or, if either of them can be found on or about the premises, such notice shall be served personally on such owner or occupant of such lot. If such owner or occupant shall fail or neglect to comply with the terms of the notice aforesaid, the Manager shall cause such sidewalks to be built, and

shall return the cost thereof to the Council, and the Council shall order sixty percent of such cost and ten percent additional assessed against such lot in accordance with the statutes in such case made and provided. Such assessment, when confirmed, shall be a lien upon such lot or premises, the same as other special assessments, and the City Council shall order the City Assessor to spread said amount, together with such penalty, on his or her roll as a special assessment on such lot or premises, and the same shall be collected according to law in the same manner as other City taxes, or the City may collect such amount, together with the penalty aforesaid, from the owner or occupant of such premises in a civil action, together with costs of such suit.

1020.07 FORM OF NOTICE.

Notices herein provided for, except the notice referred to in Section 1020.05, shall contain the name of the owner of any lot in front or adjacent to which said sidewalk is required to be built, repaired or rebuilt, if known, and a description of the particular property in front of or adjacent to which said sidewalk is to be built, rebuilt or repaired, and shall designate the work required to be done. Such notices shall also recite that the work is required to be done by resolution of the Council, giving the date of such resolution and such other information as shall enable the owner to fully comply with its terms.

(Ord. 34. Passed 9-29-53.)

1020.08 DUTY OF OWNER.

It shall be the duty of every owner of any lot or premises notified by the City Manager according to the foregoing provisions of this chapter, to promptly comply with the notices and construct, rebuild or repair the sidewalk as ordered. In case any owner shall neglect to build, rebuild or repair any sidewalk within the time prescribed in the notice of the Manager and the City, by any suit or proceeding, is compelled to pay damages for injuries to any person or persons on account of such neglect, such owner shall be liable to the City for the amount in a civil action in the proper court.

1020.09 COUNCIL SHALL HAVE POWER TO ENTER INTO CONTRACT.

The City Council shall have the power to provide by resolution the mode of receiving proposals or entering into contracts for building, rebuilding or repairing sidewalks constructed, rebuilt or repaired under the provisions of this chapter, and it may, at its option, require the contractor or person building the sidewalk to furnish a good and sufficient surety bond to insure the proper construction thereof.

(Ord. 34. Passed 9-29-53.)

1020.99 PENALTY.

(EDITOR'S NOTE: See Section 202.99 for general Code penalty if no specific penalty is provided.)

CITY OF HART
407 S. STATE ST.
HART, MI 49420
231-873-2488
www.cityofhart.org

SIDEWALK APPLICATION

NAME: _____

ADDRESS: _____

PHONE: _____ CELL PHONE: _____

ADRESS OF SIDEWALK PROJECT: _____

ARE YOU THE OWNER? YES _____ NO _____ IF NO, COMPLETE OWNER SECTION

OWNER'S ADDRESS IF DIFFERENT FROM ABOVE: _____

CITY _____ STATE _____ ZIP _____

DO YOU HAVE PERMISSION TO APPLY ON OWNER'S BEHALF: YES _____ NO _____

APPLICANT'S SIGNATURE: _____ DATE

PROJECT DESCRIPTION

HOUSE, GARAGE, DRIVEWAY, CURB OR EDGE OF ROAD, TREES, SHRUBS, UNDERGROUND SPRINKLING SYSTEMS, EXISTING SIDEWALK, AND/OR PROPOSED SIDEWALK. PLACE AN 'X' IN THE SIDWALK SQUARES TO BE REMOVED AND REPLACED; OR INSTALLED.

FEES:

CITY 40% - NO TAXES $ _____ X _____ SQ FT. (4" THICK SIDEWALK)

RESIDENT 60% $ _____ X _____ SQ FT. (6" THICK SIDWALK THROUGH DRIVEWAY)

TOTAL CITY COST $ _____

TOTAL RESIDENT COST $ _____

CITY APPROVAL YES _____ NO _____ DATE _____ PAID _____ DATE _____

CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
November 14th, 2023
MINUTES –Draft

PRESENT: Councilors: Mayor Vicki Platt, Justin Adams, Catalina Burillo, Jim Evans, Dean Hodges, Amanda Klotz, and Kris Trygstad

ABSENT: None

OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Hart PD Chief – Juan Salazar, Dave Hansen, Dick Huntington, Eric, and Karen Owen

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

APPROVAL OF AGENDA:

- J. Admas motioned to approve the agenda and was supported by J. Evans
  - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- Eric and Karen Owen – Still interested in 3 lots at the Creeks just wondering where we stand with the offer put in.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Letter from Dave Hanseon
  Hart City Council:
  I think that there are a few east things we can do in Hart to make us look better and increase our "curb appeal"
  First, we could put speed limit signs on the stretch of 72nd between W Main and Polk. I have seen people drive 25 to 55 on this stretch. What is it?
  W Main is wide enough to have a center lane from left turn. With the school congestion, this could really help. Just a fewlines and it's takencare of.
  There is no garbage can on the rail trail. We could put one of the blue cans on Enterprise Drive and the trail. Nobody would have to deal with it. The garbage truck would empty it every week. Easy.
  I have seen so many near accidents in front of Hansen Foods. We have 7 cuts off Polk road within 200 yards which is very dangerous. Hansen Foodshas 2, State Police, Renhacks, Industerial Part, Dollar store and Rail Trail. If both west and east bound could have a sign showing 2 lanes with one lane with thru and the other right turn only. It literally could save a life. So easy to do.
  Coming east on Tyler from the west, it is nicely striped. As soon as you reach the City property, it looks really sloppy with no lines. It makes Hart look like we don't care and turns the street instantly drab. I have to reline my parking lot every year to keep it looking fresh and tidy. This should be done on all major streets that have incoming traffic into the City.
  There are just a few easy and inexpensive things the City could do to make Hart look like we are ready for business and not a dying town lilke so many around us.
  Thank you Dave Hansen
- Presentation: Dick Huntington, Chairman – Creeks Homeowners Association,
  On Nov 3rd the HOA meet with City Manager, D. Hodges, Relastate broker with what to do with the Creeks subdivision, which we thought was going to be a session on coming up with a plan, but was informed that the City Attorney informed the City that because of the weakness of the master deed langauge that the City has complete control over the subdivision and can do what they wish with it. The HOA would like to discuss with the City and see if we can come to somekind of an agreement regarding the future of the Association.
  Concerns of HOA:

1. Is this Council representing the voters and taxpayers of Hart, or are they more concerned with working with an out-of-town builder who, other than Hallack Contracting hires nearly al lwork and materials from out-of-town/out-of-county sources?
2. Is it the paln of this Council as we discussed in an unknown, closed session and advised by your out-of-town and county legal counsel, that the master deed and amendments are not binding; therefore, the City can unilaterally choose to do whatever they want wit hthe remaining lots? (this would include removing from the HOA at the builder's request.)
3. On November 3rd we were informed by the City Manager that not only could the City take control of all remaining and redesign them as the cuilder would like, but that their attorney had indicated that the City had no responsibility to maintain the street known as Creeks Drive. Is the council fully aware of this plan for the Creeks Condominium subdivision? At this meeting we were informed by the City manager that residents could be charged an additional fee for use and maintenance of current lift statation. Is that the Council's Plan?

On November 20th there is a HOA meeting at 1pm, I invite the Council to attend and discuss this matter futher.

- Mayor Platt requested for the next City Council meeting to have action item added. " To appoint City Manager as voting repersentative of the 42 units owned by City of Hart and to direct the City Manager to work with City Planner and Attorney to develop an admendment to the Condomimun documents for approval by the City Council to either withdrawl the City's units from the condomimun or amend the condomimun so that the properry can be developed to meet current market interest."

CONSENT AGENDA:

- Approval of minutes from October 24th, 2023.
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
    - C. Burillo motioned to approve Consent Agenda and supported by J. Adams
        - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2023-47 City of Hart Section 3 Policy

  WHEREAS, the City of Hart continues to seek grant funds to assist with ongoing capital improvement projects and other City activities; and

  WHEREAS, the City of Hart has used funding provided by the Us Department of Housing and Urban Development and may anticipate applying for additional funding from HUD or other federal entities in the future; and

  WHEREAS, a requirement for use of federal funds locally is that the municipality have a Section 3 Policy in place to assist low and very low-income persons to find employment with companies that are contracted using federal funds; and

  WHEREAS, it will benefit the City to adopt such a policy and incorporate the good faith efforts when business concerned are employed using current and future federal funds; 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

  Adopts the City of Hart Section 3 Policy pursuant to the Housing and Urban Development Act of 1968

    - C. Burillo motioned to approve Resolution 23-47 and supported by J. Adams
        - Ayes: 7 Nays: 0 Absent: 0
- Ordinance No. 2023-04 An Ordinance to re-zone 007-018-300-10 from B-2 General Business to C-2 Limited Commercial

  First Reading: 11/14/2023
  Second Reading & Adoption: 12/12/2023
  Publication: 12/21/2023
  Effective Date: Ten Days after publication

The City of Hart Ordains:
The rezoning of 2566 N 64th Ave parcel ID# 007-018-300-10 with frontage on North 64th Avenue from B-2 General Business District to C-2 Limited Commercial. The property proposed for rezoning is legally described as follows: SPL FR 7 IN 96 PER DK SEC 18 T15N R17W—S 400 FT OF SW ¼ OF SW ¼ LYG W'LY OF US 31 ROW. 5.37 A M/L
STATE OF MICHIGAN)) SS.
COUNTY OF OCEANA)
I, the undersigned, the duly qualified City Clerk of the City of Hart, Oceana County, Michigan, do hereby certify that the foregoing Ordinance amendment was adopted by City of Hart at a regular City Council meeting duly held on the ___day of _____,20__; and that the meeting with held in compliance with notice provisions and all other requirements of Act 267 pf the Public Acts of 1976, as amended, I hereby certify that I published the Ordinance amendments and additions in the _____ on the __ day of ___, 20__.
Karla Swihart
Hart City Clerk

DISCUSSION ITEMS:

- Special Event Permit – Home for the Holidays Lighted Christmas parade and tree lighting
- Council Retreat 2024
  Matt Lehrman from Social Prosperity Partners, Leadership & Collaboration Skills Training along with some Community Engagement. Looking forward to setting up a date with him in January. Included in packet today is a overview of what it would look like for a retreat and would move forward on getting a date set with council approval.

CITY MANAGER'S REPORT:

UPDATES:

- Griswold / Polk Rd infrastructure work is mostly complete with the roads open again.
- Dryden street area project is spooling up with a preconstruction meeting Friday. Tree removal and water service line replacement will be starting soon with general construction beginning when winter weather breaks.
- The wayfinding signage project is nearing completion with some design tweaks coming following a meeting with MDOT and the Oceana County Road Commission.
- Hart Police Department has two officers that have received job offers from other departments. This along with one officer on limited duty is putting stress on the daily patrol schedule. Chief Salazar is working to recruit new talent and establish any new efforts to mitigate the absence of these employees.
- A replacement pick-up truck for Hart BioPure is budgeted for purchase this year. Finding available trucks is currently difficult with no local or regional vendors committing to MiDeal pricing on future orders. Multiple competitive quotes were sought for the same model truck and the lowers price will be selected as the appropriate vendor.
- Holiday decorating this Friday November 17th 2pm, meet at the fairgrounds to receive an assignment.
- Lighted Holiday Parade steps off at 6:30. The City will plan to use the fire truck again as a float. Bring any family and friends that would like to help cheer and hand out candy.
- A big thank you to the Hart High School Leadership and Digital Media Classes for painting the windows at City Hall with GO PIRATES and the Ceres Solutions building with volleyball and football window painting.

Legacy Topics:

- The City Attorney is working on City Charter amendment verbiage to be approved by Council, the attorney general, and the governor. The amendments will be processed for ballot approval at the next general election.
- Safe Routes to School trail project – pending state approval projected start date June 2024.

Upcoming Topics:

- Adoption of 2022-2026 Park and Rec Master Plan
- Veteran's Memorial Park project bid request advertised in November.
- Council review of rental inspection policies, procedures, and implementation.
-

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mayor Platt, I'd like to apologize to anyone that showed up on Sunday to the United Methodist Church, as I forgot about it and didn't make it to speak.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned upon a motion by C. Burillo and supported by J. Evans. The next regularly scheduled meeting will be on November 28th, 2023, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.
15X	0.00	36.00	1,844.08	19,804.88
225X	0.00	11.00	794.20	4,346.32
2X	0.00	18.00	1,474.64	13,882.15
ETO	439.00	0.00	17,645.12	170,645.09
HOL	184.00	0.00	6,733.87	52,613.42
HOURLY	611.00	0.00	20,419.20	571,062.96
SALARY	802.00	0.00	30,548.71	635,202.30
STANDBY	12.00	0.00	424.32	8,218.21

Ded/Exp Id	Cur. Amnt.	YTD Amnt.
AF-STD	42.66	511.92
ALERUS 401	2,306.35	52,544.49
ALERUS 401 AD	8.00	192.00
ALERUS 457	775.00	16,450.00
ALERUS 457P	1,211.09	23,984.64
ALERUS R 457%	1,654.86	33,899.34
CHILD SUPPORT	414.94	7,644.11
DENTAL_EE	119.42	2,472.41
DENTAL_ER	477.64	9,888.95
FITW	8,472.34	197,515.40
GAP_EE	417.78	8,095.99
GAP_ER	1,671.13	30,451.67
GUARDIAN_EE	21.43	431.85
GUARDIAN_ER	220.78	4,621.73
INS REIM	70.66	1,554.52
LOAN	159.86	3,836.64
MED_EE	1,604.12	30,636.68
MED_ER	6,416.46	122,545.31
MEDICARE_EE	1,125.94	27,101.41
MEDICARE_ER	1,125.94	27,101.41
SITW	3,112.43	73,015.94
SOCSEC_EE	4,814.39	115,881.99
SOCSEC_ER	4,814.39	115,881.99
UNI46	264.96	2,885.12
UNIFM	4.95	118.80
VOL. LIFE	212.70	1,833.10
VOL. LIFE - CH	24.50	217.00
VOL. LIFE - SPO	92.87	658.76

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.	Expense This Period
79,884.14	0.00	26,931.25	52,952.89	1,914,956.73	52,335.40	14,726.34

* = Check Adjustment

City of Hart Police Department

407 State Street Ph. (231)873-2488 Fax (231)873-0100 Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: November 28th, 2023

RECENT EVENTS

From Thursday, November 9th, 2023, through Tuesday, November 21st, 2023, the Hart Police Department received 67 Complaints ranging from Medical Assists, Suspicious Situations, Parking Complaints, Well-Being Checks, Mental Health Complaints, Domestic Assaults, Family Troubles, Vehicle Violations, Alarms, Assist to Other Agencies, Harassment Complaints, Larcenies and Animal Complaints.

Officer Joshua Pomorski was offered and accepted a full-time position with the Grand Traverse County Sheriff's Office. Officer Pomorski will begin his employment with the Sheriff's Office on Monday, December 4th, 2023. I would like to thank Officer Pomorski for his time and dedication to the department and wish Officer Pomorski well in his future endeavors.

Officer Ray Ryder was offered and accepted a full-time position with the Roosevelt Park Police Department. Officer Ryder will begin his employment with Roosevelt Park in January 2024. I would also like to thank Officer Ryder for his time and dedication to the department and wish Officer Ryder well in his future endeavors.

I am in the process of attempting to replace the above-mentioned officers with full-time and part-time officers.

I would like to extend my sincere appreciation to Tpr. Goodrich and Sgt. Thomas, of the Michigan State Police Hart Post, for conducting training in the Ludington area for employees of Fifth Third Bank. Due to the training, Fifth Third Bank donated $500.00 to the Hart TEAM (Teaching, Educating and Mentoring) School Liaison program. I would again like to thank Tpr. Goodrich and Sgt. Thomas for their assistance in obtaining this generous donation.

I would also like to thank the employees of the Family Financial Credit Union, Hart Branch, for providing lunch for several of our officers. Officers were able to enjoy BC Pizza and appreciated the gesture. We truly appreciate your generosity to our officers and department.

On Monday, November 13th, 2023, the Hart Police Department was dispatched to the 300 block of State Street referencing an Assault & Battery complaint. A 13-year-old Hart boy claimed to have been grabbed by his backpack and thrown to the ground, striking his head on the ground, by another 13-year-old Hart boy. The boy's backpack was damaged during this assault. A report will be submitted to the Oceana County Prosecutor's Office and Oceana County Juvenile Court for their review.

On Tuesday, November 14th, 2023, the Hart Police Department was dispatched to the 400 block of Hart Street regarding a Larceny complaint. A 61-year-old Hart man stated a lawn ornament (metal flower yellow in color) had been taken from the South/East corner of the property between Saturday, October 14th, 2023, to Tuesday, October 24th, 2023. An investigation is ongoing.

On Tuesday, November 4th, 2023, D/Sgt. Skipski conducted two separate drug recognition classes for the Hart High School health classes. The presentations were reinforced by a PowerPoint lecture and visual displays of various drug paraphernalia. The lecture was also allotted for a question-and-answer session with students.

On Tuesday, November 4th, 2023, the Hart Police Department was dispatched to the 2000 block of Comfort Drive referencing a Suicidal Subject. A 32-year-old Walkerville woman was reported to have contacted a friend, stating she was en route to the US31 Expressway to jump off the bridge. The woman was also reported to have her 5-year-old son with her. Officers were able to locate the woman and interview her regarding this complaint. The woman at no time disclosed being suicidal or homicidal to officers. It was later determined the woman had an argument with her boyfriend, who was the complainant in this call for service.

On Thursday, November 16th, 2023, the Hart Police Department was dispatched to the 100 block of Woodlawn Street regarding an Unlawful Entry/Malicious Destruction of Property complaint. A 36-year-old Hart man alleges a 44-year-old Hart woman had damaged a front door window to gain access into his home. The woman entered the man's home and was noted within the living room area. The woman left the area prior to the officer's arrival. Officers located the woman at her home, but the woman refused to exit her home or speak with officers. On this same date, a warrant was authorized by the Oceana County Prosecutor's Office for the woman for unlawful entry. On Friday, November 17th, 2023, the woman was arrested and lodged at the Oceana County Jail on this warrant.

On Friday, November 17th, 2023, D/Sgt. Skipski conducted several American Heart Association CPR/AED/First Aid classes for employees of Seneca Foods. The class was conducted and completed according to America Heart Association standards and included lectures and hands-on training.

Respectfully,

J. Salazar,
Chief of Police

RESOLUTION 2023-48
City Council
City of Hart, Michigan
Oceana County

RESOLUTION OF NECESSITY 2024-2025 SIDEWALK PROGRAM

WHEREAS, the City of Hart has various sidewalks in need of replacement due to age and root structure damage; and

WHEREAS, Pursuant to City Ordinance 1020 a Necessity Hearing was held in anticipation of adopting a sidewalk replacement program; and

WHEREAS, per City Ordinance 1020, the City is authorized to repair sidewalks and assess 60% of the cost to the property owner; and

WHEREAS, the City has budgeted sidewalk funds allocated to cover 40% of the repair / replacement of city sidewalks deemed to be in poor condition; and

WHEREAS, the TIFA board has allocated funds to cover 100% of the cost of downtown and TIFA district sidewalks they deem to be in poor condition; 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

Directs the City Manager in cooperation with the City Economic & Community Development Director to seek bids for a preferred contractor to provide sidewalk replacement services in Hart fiscal years 24 and 25. The DPW superintendent will oversee all construction and necessary tree removal/stump grinding as required.

The 2024-2025 sidewalk program shall include the ability of the TIFA board to replace, and fund proposed TIFA district replacement of sidewalks. The sidewalk program will provide residents to voluntarily apply for replacement of sidewalks following Ordinance 1020 guidelines executed in the following manner:

60/40 Cost Share

Owners agree to pay in advance 60% of the full cost for their sidewalk project. The City of Hart will pay the remaining 40% of costs. The 60/40 cost share conforms to Chapter 1020 of the City Code.

First Come, First Serve

The program shall be managed on a "first come, first serve" basis. Interested owners may apply for sidewalk installation or replacement at City Hall, 407 S. State Street, Hart, Michigan, 49420. Applicants will use forms provided by the City of Hart. The City will place the applications on a list in order of receipt.

Worst First

In addition to the preceding criteria, sidewalk project eligibility will be rated by City staff on a "worst first" basis. "Worst first" means that pedestrian safety issues will be considered over auxiliary issues. Pedestrian safety issues may include severely cracked, heaved, missing, spalled or crumbled sidewalk that is or could become a trip hazard. Cosmetic only projects are not eligible for 60/40 funding.

Sidewalk Budget

Sidewalk projects will commence when sufficient sidewalk projects are accumulated to place a work order with the preferred contractor. Projects will continue until budgeted funds are depleted.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on November 28, 2023.

Ayes: __ Nays: __ Absent: __

RESOLUTION 2023-49
City Council
City of Hart, Michigan
Oceana County

CANCEL CITY COUNCIL MEETING ON DECEMBER 26, 2023

WHEREAS, the Second December Regular City Council Meeting falls on December 26th, and is a recognized city staff holiday per the adopted employee handbook; and

WHEREAS, past precedent of council has been to cancel this meeting due to its close proximity to the city holidays to allow council members and city staff to enjoy the holiday period with family and friends; and

WHEREAS, a special meeting may be called at any time by the request of the mayor or any two council members as directed in the city charter to address emergencies or other urgent business; 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

Cancel The City Council regularly scheduled December 26, 2023 meeting is canceled unless reinstated by request of two council members or the mayor.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on November 28, 2023.

Ayes: __ Nays: __ Absent: __

RESOLUTION 2023-50
City Council
City of Hart, Michigan
Oceana County

MODIFICATION TO CREEKS CONDOMINIMUM DOCUMENTS

WHEREAS, beginning in 2003, the City of Hart entered into a public-private partnership with a local developer in pursuit of constructing new housing; and

WHEREAS, the city authorized $632,799 in debt to build infrastructure for the new development to be repaid through a Special Assessment District while also creating new tax revenue; and

WHEREAS, the City comprised of residents and business owners suffered a loss of that repayment following the 2008 housing market crisis and subsequent bankruptcy of the private developer; and

WHEREAS, in years following, Shelby State Bank assumed ownership of the property through the developer's defaulted construction loan and afterwards attempted to sell the property for several years to recoup the loss; and

WHEREAS, The City of Hart purchased the property in 2017 for $61,500 from Oceana County following tax default and has sought new parties to purchase and develop the stagnant subdivision finding little to no interest; and

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Appoints the City Manager as the voting representative for the 42 units owned by The City of Hart comprising a 67.62 percentage of total value owned as defined in the Master Deed "Exhibit A – Schedule A" in the Creeks Homeowners Association.

Directs the City Manager to work with The City Planner and City Attorney to develop an amendment to the condominium documents for future approval by City Council to either withdraw the remaining city property from the condominium or amend the condominium enabling the remaining properties to attract future development interest.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on November 28, 2023.

Ayes: __ Nays: __ Absent: __

Social Prosperity™
Partners

To: Rob Splane, City Manager, City of Hart, Michigan
From: Matt Lehrman, Social Prosperity Partners
Date: November 21, 2023
Subject: Training & Facilitation Services

Thank you for inviting this proposal to conduct Leadership & Collaboration Skills Training and facilitate a Leadership Retreat for the City Council.

As a professional facilitator, I wholeheartedly embrace the belief that "disagreement isn't only natural, it's necessary." Every city council serves as a vigorous forum for its community's elected representatives to express their individual concerns, priorities, and aspirations – and from that, to engage in a thoughtful deliberation process that leads to policy decisions.

My professional role offers no expertise nor opinion on matters of public policy. My sole focus is on enhancing the quality of a town council's decision-making process. My function is to facilitate inclusive, respectful, and collaborative dialogue among council members.

As we discussed, I am pleased to offer these services:

A. Conduct individual leadership behavioral assessments for the Mayor and 6 Council Member, via an instrument I'm certified to represent called **The Predictive Index** (PI) which provides insight into how one's own behavioral drives intersect with those of others. It's a powerfully insightful tool for fostering collaboration and communication.

This involves each leader completing an online assessment (which usually takes less than 10 minutes to complete) followed by scheduling a private Zoom call with me (scheduled for a mutually convenient time, via Calendly) that lasts up to 60 minutes.

Please allow me to also offer one (1) complementary PI assessment to you, Rob, so that Council's connection to you can also be seen with clarity.

As we discussed, I have the separate ability to offer the City a direct annual subscription to The Predictive Index, so that you can independently use this EEOC-compliant instrument for hiring, staff development and other purposes directly within the City. Such subscription is NOT included in (or necessary to) this proposal.

B. <u>Facilitate the City Council's Retreat on Saturday, January 20, 2024, in Hart, Michigan.</u>
From our conversation, I understand that the City Council would find it helpful to for the retreat to cover these topics:

1) **How We Engage With Each Other -** (60-ish minutes) **–** Building on the leadership & collaboration skills training conducted in-advance and individually, Mayor and Council Members will engage in a group discussion of their interpersonal dynamics.

2) **Community Engagement** – (90-ish minutes) – This would be a group exercise conducted jointly by members of Council along with a group of up to 125 community residents/stakeholders of your choosing. (Based on our most recent conversation, I understand that in partnership with the school district, you envision involving middle-school youth with their parents/guardians. That ultimate selection is up to you and I'll be happy to adjust my facilitation technique to whoever you decide to involve – I'd just ask that you be clear about that at least two (2) weeks prior to the event.)

   The purpose of this session is to inspire collaboration in identifying future-focused community needs and opportunities for the City of Hart. To that end, expect the facilitated exercise and discussion to build around two key questions:

   - What do I appreciate that exists in our community today, thanks to the efforts of people here more than 10 years ago?

   - What initiatives or efforts might we start today for which people in our community will be thankful more than 10 years from now?

   I promise to meticulously document the insights and priorities shared during this session.

   As I've mentioned previously, it's crucial to emphasize that these meetings are not merely about capturing ideas but also about involving residents in shaping their community's future. Therefore, your readiness to maintain ongoing communication and support for participants' sustained community involvement is essential, as those given a voice may be inclined to follow through with actionable contributions.

3) **Council Leadership Retreat**

   i. **Recognize Strategic Opportunities** – (2-ish hours) To help Council elevate their focus beyond today's responsibilities and constraints, I facilitate a high-level discussion designed to help them find general consensus around certain future-focused questions (i.e., key objectives), including:

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1. In our community, what exists today that deserves to be protected, preserved, or treated as SACRED?

2. In our community, what is something WONDERFUL we could achieve over the next 10+ years?

3. In our community, what is something that we might be OVER (i.e., ready to approach differently)?

4. In our community, what deserves an even greater TEAM effort?

ii. Vision, Mission & Core Values - (1.5 to 2.5 hours) – This agenda item affords Council to embark on the process of creating statements of vision, mission, and core values. It's unlikely that this discussion will result in a statement ready for official ratification, but I expect Council can organize clear thoughts that, immediately following the retreat, I can polish into statements ready for Council consideration.

As a matter of functional responsibility, please expect me to proceed from the premise that while a City Council owns the responsibility to determine "what" long-term goals the municipality should pursue – the responsibility to pursue those objectives by a plan of action (i.e., the "how") is determined and administered by the City's professional staff under the direction of the City Manager.

While this can (and will) adjust as we plan out the details together, the agenda we discussed today looks something like this:

- 8:00am – Room Open/breakfast & coffee
- 8:30 to 10am – Community Engagement – Council plus invited community members
- 10:00am – break (community members depart)
- 10:15am to 11:15am – How We Engage with Each Other
- 11:15am to Noon – Vision, Mission & Values – Part 1
- Noon to 12:30pm – Lunch
- 12:30 to 1:45pm – Strategic Opportunities
- 1:45 to 2:00pm – Break
- 2:00 to 3:45pm – Vision, Mission & Values – Part 2
- 3:45pm – Adjourn

EXPECTATIONS

While I have effectively facilitated discussions for numerous governing councils, boards, and management teams, I cannot ensure any predetermined result and will not comply with

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directions to advance specific policy outcomes. It is ultimately the responsibility of the Council Members to handle their interpersonal dynamics and community choices, carefully considering the potential implications and consequences.

I additionally promise to abide by the local Open Meeting laws that govern communication and coordination among Councilmembers, as advised by the City Manager and City Attorney.

During the preparation and facilitation of these meetings, I will maintain open communication and coordinate with you and your team, Rob, to ensure that the discussions stay relevant, substantive, and responsive to the City's unique needs and dynamics, prioritizing active listening and adaptability - no "one size fits all" solutions here.

[redacted]

Please note the following A/V and materials expectations for which you, City of Hart, will be responsible

- **PowerPoint Projectors & Screens** – The use of audience engaging technology is an essential part of my interactive facilitation. You are responsible for providing one or more projectors and screens, suitable to the size of the room and the expected audience both for the community engagement session as well as for the Council's own discussion. Please expect that I will connect to the projector(s) from my own MacBook Air laptop which must be positioned at the location from which I will be facilitating the discussions.

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- **Microphone & Sound System** – You are responsible for providing a microphone and sound system suitable for the size of the room and expected audience for the community engagement session. A lavalier or head-set microphone is preferred, with the availability of a handheld wireless microphone for audience participation.

- **Wi-Fi** – Internet connectivity is essential to my use of audience polling technologies; thus, I request access to a local Wi-Fi network.

- **Flip Charts & Markers** – for the Community Engagement Session, it would be useful for the room to be equipped with one flip chart with 2 markers (black & red) for every 8 people in attendance. (Thus, 80 people would need 10 flip charts.)

- **Post-It Notes and Pens/Pencils** – Please plan to provide 1 package of yellow post-it notes (size 3" x 3") plus a pen or pencil to every participant in the community engagement session.

CONFIDENTIALITY

Social Prosperity Partners agrees to maintain the strict confidentiality of any and all proprietary information, contact information, and confidential data disclosed during the course of the facilitation services provided. This agreement applies to all forms of information, including but not limited to written, verbal, or electronic communication. This promise of confidentiality shall continue even after the conclusion of this engagement.

ABOUT YOUR FACILITATOR

Matt Lehrman's expertise is serving clients responsible for strategic decisions that engage and demand consensus among multiple constituencies. Matt was the Founder and long-time Executive Director of the 501(c)(3) nonprofit organization Alliance for Audience & ShowUp.com, a statewide marketing collaboration of Arizona's arts & cultural sector and before that the VP/Director of Marketing, Communications & Strategic Initiatives for the Scottsdale Cultural Council (managing those functions for the Scottsdale Center for the Performing Arts, Scottsdale Museum of Contemporary Art, and Scottsdale Public Art Program). More recently, Matt served as Interim Managing Director of Arizona Theatre Company, supplying crisis leadership through a period of dire financial, governance, and management instability.

Matt is an accomplished facilitator who is skilled at guiding the strategic deliberations of small and exclusive leadership groups, such as town councils, management teams and Boards of Directors- as well as of facilitating such large-scale projects as gathering community input towards municipal arts & cultural master plans.

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Matt is a national speaker, whose keynotes and workshops on civility and customer loyalty and engagement instruct and inspire civic, corporate, and cause-focused leaders.

ADDENDUM

The attached Contract Addendum is an integral part of this proposal and City of Hart is referred to as "Contracting Organization" and Social Prosperity Partners (SPP) is referred to as "Company." Social Prosperity Partners operates as a division of Audience Avenue, LLC.

Acceptance of this proposal indicates agreement and approval of these General Terms of Engagement.

ATTACHED:

- General Terms of Engagement

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SOCIAL PROSPERITY PARTNERS

General Terms of Engagement

1. **Cancellation by Contracting Organization.** In the event this training and facilitation process (the "Engagement") pursuant to the proposal is cancelled by the Contracting Organization after written acceptance of the proposal, for any reason other than a Force Majeure Event as set forth in Section 13, Contracting Organization shall not be entitled to a refund of the Deposit, nor any funds already paid. Further, in the event of any termination of this agreement, all eligible fees for services provided and for any expenses incurred shall be due immediately, whether or not previously invoiced. Because Social Prosperity Partners (SPP) may be damaged by such termination in ways that may be difficult or impossible to calculate, SPP shall be immediately entitled to recover as liquidated damages, the full amount of the fee to which it would have been entitled for the balance of the contract term.

2. **Cancellation by the Company**. In the event that the Company cancels the Engagement for any reason beyond its control, including but not limited to, Force Majeure Events, delays or cancellations of arranged transportation, or the illness or death of a key facilitator for the Engagement, neither party shall be liable to the other party for any expenses related to the Engagement incurred by either party. The Company shall make reasonable efforts to reschedule the Engagement at a time that is mutually agreeable to the Contracting Organization. If, within thirty (30) days of the cancellation of the Engagement, the parties are unable to reschedule the Engagement at a mutually agreeable time the Company shall release the Presenter from this agreement with no further amounts owed as of the date of cancelation.

3. **Late Payments.** All payments not received by the Company within fifteen (15) calendar days of the date of the invoice shall be considered past due and shall be subject to a one-time late charge equal to five percent (5%) of the amount past due. In addition, all past due amounts (but not late fees) shall accrue interest at the rate of fifteen percent (15%) per annum from the date due until paid in full.

4. **Indemnification.** The Contracting Organization shall indemnify, defend and hold harmless the Company, its members, agents, representatives, employees, affiliates, successors and assigns for, from and against any liability, claim, demand, damage, loss, fine, penalty, cause of action, suit or cost, of any kind or description, including, but not limited to, judgments, liens, expenses (including, but not limited to, court costs, reasonable attorneys' fees, and costs of investigation) (collectively "Losses"), including third party claims, arising out of, caused by, relating to, resulting from or in connection with, and to the extent of, the negligence, willful misconduct, acts, errors or omissions of the Contracting Organization, or its respective agents or employees, except to the extent that the negligence or willful misconduct of the Company or its agents or employees contribute to such Losses.

5. **Independent Contractor.** It is expressly agreed that the Company is acting as an independent contractor in performing services hereunder. The Contracting Organization shall carry no Workmen's Compensation insurance or any health or accident insurance to cover the Company, its employees or contractors. Contracting Organization shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. The Company shall be responsible for its own insurances and taxes related to its employees and contractors.

6. **Relationship of the Parties.** Nothing in this Agreement shall be construed to constitute or appoint either party as the agent, partner, joint venturer, or representative of the other party for any purpose whatsoever, or to grant to either party any rights or authority to assume or create any obligation or responsibility, expressed or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.

7. **Recognition.** The Contracting Organization grants permission to be listed as a client on the

Company's website and promotional material, including the display of its logo.

8. **Assignment.** Neither party shall assign this Agreement to any other person or party for any reason, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

9. **Time.** Time is of the essence in this contract. The parties expressly recognize that, in the performance of their respective obligations, each party is relying on timely performance by the other party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other party.

10. **Waiver.** Any act, delay or omission by the Company shall not be a waiver of its rights or remedies. Any purported waiver shall not be valid unless it is in writing, and then only to the extent set forth in the waiver. Waiver of any right or remedy under this contract on one occasion shall not be a waiver of any right or remedy the Company would otherwise have on any future occasion.

11. **Arizona Law.** The parties expressly agree that the laws of the State of Arizona govern this contract in all respects and that this choice of law provision is a negotiated item that forms an integral part of the bargained-for consideration for this contract.

12. **Attorney Fees.** In the event of any action at law or in equity between the parties hereto to enforce any of the provisions hereof, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by such successful party; and if such successful party shall recover a judgment in any such action or proceeding, such costs, expenses and reasonable attorneys' fees may be included in and as part of such judgment.

13. **Limitation of Claims.** It is understood and agreed the Company's liability, whether in contract, in tort, or under any other legal theory, shall not exceed the return of the amount of the contract price paid to it under this contract, and under no circumstance shall the Company be liable for special, indirect, or consequential damages.

14. **Entire understanding.** This document contains the entire understanding and contract of the parties upon the subject matter hereof. There is no contract, oral or otherwise, that is not set forth in this writing.

15. **Severability.** If any part, clause, provision, or condition of this contract is held to be void, invalid or unenforceable, then such provision shall not affect any other part, clause, provision, or condition of the contract and shall be deemed deleted. The remainder of the contract shall be effective and shall continue in full force and effect.

16. **Force Majeure.** If either Party is prevented from complying, either totally or in part, with any of the terms or provisions of the proposal by reason of circumstances beyond such Party's reasonable control, including, but not limited to, fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident, or other acts of God, then upon written notice to the other Party, the affected provisions hereof, to the extent affected, shall be suspended during the period that such circumstances prevail.

17. **Notices.** All notices provided for or required by these terms and conditions will be in writing and delivered personally, mailed prepaid first class return receipt requested, or sent via express delivery service to the parties at the address set forth in the proposal, unless otherwise notified in writing in accordance with the provisions of this Notice clause. All notices will be deemed given when received unless sent by mail in which it will be deemed given five days after the date of mailing.

ACCEPTED & COMMITTED on behalf of City of Hart

_____ _____

Authorized Signature **Date**

Name & Title: _____|_____

Phone & Email: _____|_____

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City of Hart Police Department

407 State Street Ph. (231)873-2488 Fax (231)873-0100 Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council and City Manager
FROM: Juan Salazar, Chief of Police
DATE: Thursday, November 28th, 2023

REQUEST FOR AN INCREASE IN WAGES FOR PART-TIME POLICE OFFICERS

This request is being submitted for consideration of an increase in wages for part-time police officers of the Hart Police Department from $19.00/hr to $25.00/hr.

With the addition of a full-time School Resource Officer, my intention was to hire an additional full-time officer with the remaining wages left within our budget. The School Resource Officer position was made possible by a grant/collaboration between the Michigan State Police, Office of School Safety, and the Hart Public Schools District to employ a full-time School Resource Officer for the next three (3) years. Unfortunately, I have not received applicants for this vacant position. I would like to attempt to hire part-time police officers to assist with shift coverage and special events. Currently, our department has one (1) part-time officer who is employed full-time with the Muskegon County Sheriff's Office.

Below is a list of comparable police departments around our area for your review:

Local area department pay:

The Shelby Police Department currently pays their part-time officer $18.21/hr. In 2018, the Shelby Police Department paid their part-time officers $15.00/hr. In 2017, the wages for part-time officers were $12.00 ranging to $15.00/hr.

The Pentwater Police Department currently pays their part-time officers $16.00, ranging to $19.00/hr. The Pentwater Police Department currently pays one (1) part-time officer $20.00/hr. This is the same wages the Pentwater Police Department paid their part-time officers in 2018. In 2017, the wages for part-time officers were $12.10 ranging to $14.36/hr.; noting Pentwater Police Department part-time officers are unionized.

The Montague Police Department currently pays their part-time officers $17.00, ranging to $21.00/hr., depending on the number of hours worked. The department's starting wage for part-time officers is $17.29/hr. The Montague Police Department currently has five (5) part-time officers. In 2018, the wages for part-time officers were $14.26, ranging to $18.53/hr. depending on experience. In 2017, the wages for part-time officers were $13.18 ranging to $17.13/hr.

The Whitehall Police Department currently pays their part-time officers between $22.57 to $25.79/hr., depending on number of hours worked. In 2018, Whitehall's part-time wages ranged from $14.38 to $17.26/hr. In 2017, Whitehall's part-time wages ranged from $13.34 ranging to $16.01/hr.

The Ludington Police Department does not employ part-time officers. Ludington did pay their part-time officers at one time $20.00/hr.

The New Era Police Department currently pays their part-time officers $16.00hr. In 2018, the New Era Police Department paid their part-time officers $13.00/hr.

I recommend that during the FTO, Field Training Observation period, the part-time police officer wages be $15.00 an hour until successful completion of the FTO period. The part-time FTO period is approximately two (2) months long to verify the part-time officer is eligible to be on solo patrol. After the successful completion of the FTO period, part-time police officer wages would be moved to $25.00 an hour.

If you have any questions, feel free to contact me.

Respectfully,

Chief of Police, J. Salazar
Hart Police Department