City of Hart, Michigan
CITY COUNCIL AGENDA
January 11, 2022, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Klotz, Rybarz Jr., Trygstad, Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter that is not included on the agenda for a public hearing by the Council. We ask that you please limit your comments to 3 minutes**
    a. Correspondence, Events, Presentations
        i. Baker Tilly Engagement Letter – SRF Bond
        ii. Hart Historic Preservaiton Group – annual report
6. Consent Agenda:
    a. Approval of Minutes from December 14, 2021 Council meeting.
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp.
7. Action Items
    a) Resolution 2022 - 01 Authorize pay increase for city appointed officer.
8. Discussion Items
    a. Special Event Permit – Hart Hills bike race
9. City Manager Report
10. Communications from the Mayor and Council
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.

bakertilly
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December 30, 2021

City of Hart
407 State St.
Hart, MI 49420

RE: Engagement Letter Agreement Related to Services – 2022 SRF Bonds

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC ("Baker Tilly") and its affiliates are being engaged by the City of Hart (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in the Scope Appendix to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for decisions regarding implementation of the advice or recommendations included in such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations unless the failure to detect such material errors is within the scope of the applicable engagement and/or Baker Tilly knew or should have known of such material error, subject to Baker Tilly's applicable professional standard of care.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated the Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Bakery Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of this Engagement Letter and our professional fees will be based on the rates outlined in the Scope Appendix.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties may pursue any legal or equitable remedies available to them.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed (i) if Client is the at fault-party, then the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, or (ii) if Baker Tilly is the at-fault party, then a multiple of three times (3x) fees paid to Baker Tilly under the applicable Scope Appendix except to the extent finally determined to have resulted from the legally determined negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, to the extent permitted by law, in no event shall either party be liable to the other for any lost profits, lost business opportunity, lost data, consequential, special, exemplary or punitive damages arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within the applicable statute of limitations.

Other Matters

In the event Baker Tilly is requested by the Client to produce its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is neither a party to the proceeding in which the information is sought nor Baker Tilly's Services are at issue, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and the Baker Tilly have the right to terminate this Engagement Letter or any work being done under the Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A
Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, are free to render municipal advisory and other services to others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations, and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

Scope Appendix

The services offered by the Firm include preparation for financing:

- Revenue support consultation
- Debt structuring
- Outline of bonding options
- Managing the timetable

Specific assistance with the financing process includes:

- Bond specifications for the Bond Authorizing Resolution
- Preparation and filing of the EGLE formatted User Charge System
- Part I application preparation
- Part II application guidance
- Municipal Finance Authority liaison
- Bond rating application
- Department of Treasury assistance
- Review and approval of the cash flow generated by the Finance Authority
- Closing assistance

The fee for financial advisory services will be $25,000 and is payable from loan/bond proceeds after closing.

2020 Annual Report for the Hart Historic District

With the Covid in full swing, we weren't able to do much. We received information from Jen, the manager of John Gurney Park that they have a contractor to sanitize their bathrooms twice daily, and she put us in contact with him.

By employing him to sanitize our bathrooms we were able to have 4 of the 6 outside summer concerts.

We then planned our Heritage Days in Sept 2020 as a take-out dinner only. This was not as successful as other years, but still okay and did bring a number of people to the district.

Once our volunteers were fully vaccinated, they took down the front doors to the Historic Church and refinished them. We also refinished the pews in the church. It was a nice improvement

The volunteers were also able to fully restore the Glover Caboose.

Come and look and you will be surprised.

The year ended as a fair event.

2021 Annual Report for the Hart Historic District

2021 started out with a bang as President Leigh Furgason called a special meeting in February and went over a program we could use as a tour guide because of a shortage of volunteers as tour guides. It is a program called "Guide by Cell" After great discussion the club passed a 2 year contract for this program at a cost of $1500.(We ended up with 2 ½ years for the same price)

At this point we contacted Pixel Grafixs and had them make signs for each exhibit with the exhibit name and an assigned number. These were put at the entrance of each exhibit with a special phone number for the program. As the people go through the museum and the rest of the district, they dial this number and receive a 30 second or more description of the exhibit. They can continue pushing the exhibit numbers without dialing the number again and go through the entire museum and out buildings. This program we feel was a great success with many compliments.

We then applied for a grant from the Oceana Community Foundation and received the grant for the entire $1500 awarded to us in June 2021.
At the same meeting it was brought up to have a Raffle to award at the Heritage Days Celebration. We were unable to apply for a State License to hold the raffle so it was placed on hold until 2022.

The Summer of 2021 went a lot better. Our tours went self guided by donation and was a good move. Donations were much higher than before. Also our rentals at the church, pavilion, and Heritage Hall were all up.

We were very fortunate to have the road in front of the district get new curbs, sidewalks, and blacktop. This allowed us to have our first Hart Heritage Car Show on June 12th, 2021. This was very successful and plan on having one every year.

We have 6 faithful volunteers who work every Tuesday and Thursday and many days in-between. They were able to add a 40ft deck, a 24ft deck and 2 Handicap ramps to the Railroad Depot. They also scraped and painted the outside of the depot using 65 gallons of paint.

In Sept. 2021, we were able to purchase the Mudget Carpenter Shop for $4000. Also a vacant lot 65ft x 125ft deep. We are currently cleaning the interior. We hope to make a small Heritage Artisan Community Center for the community to use.

The Heritage Club truly would like to thank the city for the fine partnership in recent years. Our objective is to provide service to enhance community Historic Events, Education, Arts, Crafts, and Community Events.

Thank you

www - HART HISTORIC DISTRICT/MUSEUM.com

GUIDE BY CELL NUMBERS AND DISPLAYS 1-231-742-4134

1. Powers-Stevens Animated Doll Collection
2. Don Weiner Kitchen Tool Collection
3. Antique Fire Station
4. Trommater Antique Dairy
5. Historical Memorabilia on South Wall Hallway
6. Joe Merton Model Tractor Collection
7. Trommater Antique Parlor
8. Mudget Wildlife Mount Collection
9. Sally Malburg Fish and Marine Collection
10. Bob Mudget World War II Collection
11. 1870 Antique Logging Collection
12. George Perry Carpenter Tool Collection
13. North Wall Military Display – South Wall Bill Heggs Antique Pictures
14. Seymour Rider Indian Artifacts Collection
15. Don & Jeanne Wierenga Antique Buggy & Cutter & Tate Farm Truck
16. Mason Robbins & Son Mechanics & Service Garage Tools
17. Heritage Hall
18. Mudget Pavilion
19. Sackrider UBC Church
20. Randall School
21. Hart Railroad Depot
22. Glover Railroad Caboose 1926
23. Schaner Feed Mill 1920
24. 1858 Native American Log Cabin of Chief Cobmoosa
25. 1947 Log Cabin

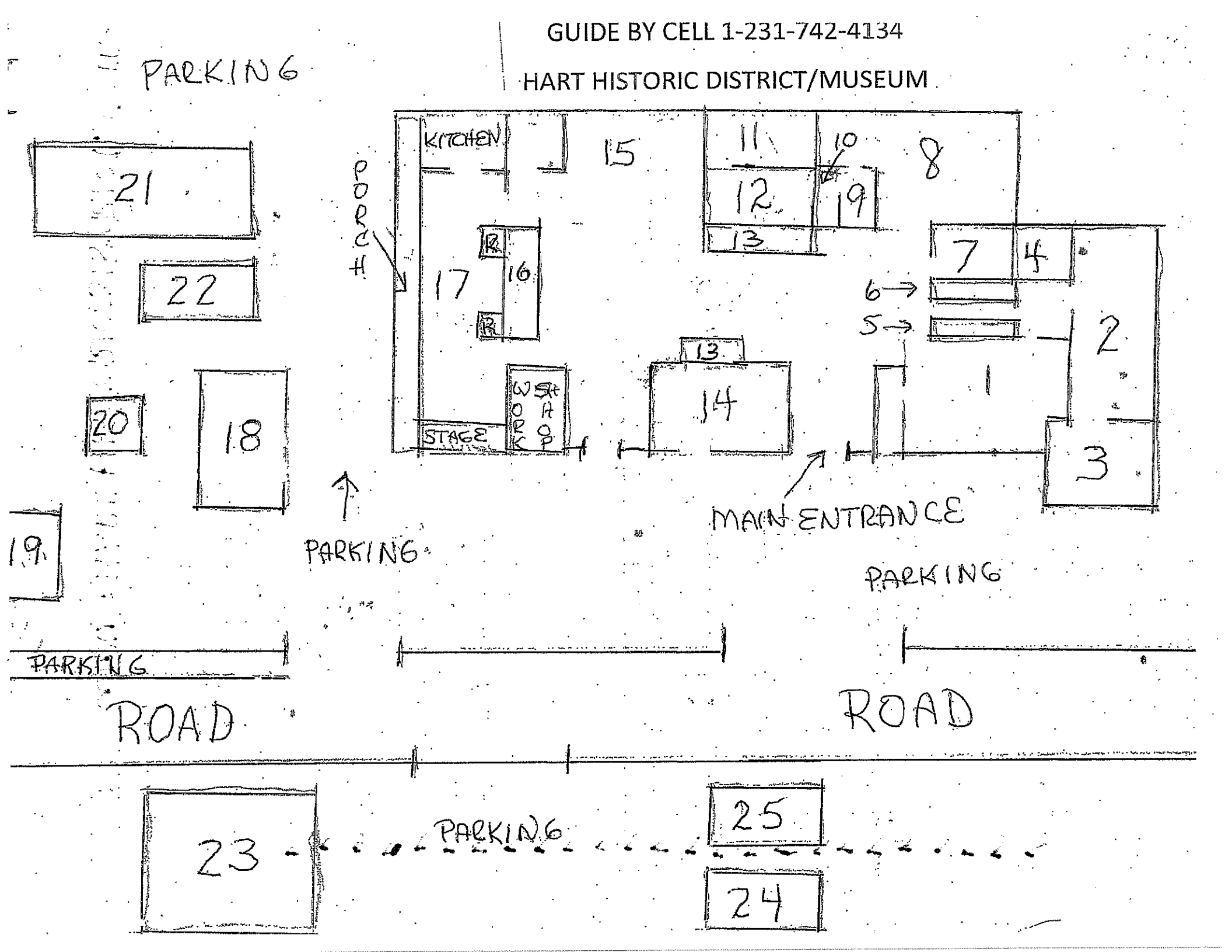
Call number above and listen to the directions. You can push any number. Does not have to be in any order. We are open June15th thru Sept. 15th from 11am to 4pm. This can be used as you go through the museum and out buildings or listen at home, Donations appreciated

www.HARTHISTORICDISTRICT.com

MAP ON REVERSE SIDE

GUIDE BY CELL 1-231-742-4134

HART HISTORIC DISTRICT/MUSEUM



CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
Decemeber 14th 2021
MINUTES – Draft

PRESENT: Mayor Vicki Platt, Councilors: Catalina Burillo, Jim Evans, Amanda Klotz, and Kris Trygstad
ABSENT: Dean Hodges, and Fred Rybarz
OTHERS PRESENT: City Manager – Rob Splane, HEART Director – Nichole Kleiner, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Police Chief – Juan Salazar, Cheri Eisenlohr and Bill Volpp

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

APPROVAL OF AGENDA: C. Burillo motioned to approve the agenda and was supported by J. Evans
- Ayes: 5 Nays: 0 Absent: 2

PUBLIC COMMENTS: None

CONSENT AGENDA:
- Approval of minutes from November 23rd, 2021
- 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 supported by J. Evans
    - Ayes: 5 Nays: 0 Absent: 2

ACTION ITEMS:
- Resolution 2021-85 Accept proposal from TexyMyGov and authorize implementation of public communication program.
  Whereas the City of Hart provides a myriad of services to residents, businesses, and community members; and residents currently have the ability to communicate with City officials and support staff through phone and email when assistance is needed; and the City continues to strive to enhance City services in an effort to benefit the community; and staff has reviewed several systems that could offer enhanced communication from the general public to the municipality; and TextMyGov offers a communication tool that will allow the public to send text messages to the City for assistance, the tool includes many automated features that may help reduce City employees time, increase response times, and track citizen concerns; and 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 Hart City Council accepts the partnership proposal from TextMyGov in the amount of $2500 per year plus a $1000 one-time implementation fee. With a minimum two-year commitment and authorizes and directs the City Manager to accept and sign the proposal and implement the public communication program.
  - C. Burillo motioned to approve Resolution 2021-85 and supported by J. Evans
    - Ayes: 5 Nays: 0 Absent: 2

DISCUSSION ITEMS:
- City Manager 6-month evaluation only 5 submit back to Mayor Platt so far still waiting on two please get them in before December 28th, 2021.
  Before the Year is out would like to do a 360 feed back as City Staff asked if they are able to give some feedback on City Manager as well.
- City Staff Wage Review Information is included in the packets for Council to look over for our Core City Staff and attached is City's/Villages in Michigan with comparable size to the City of Hart. Also filtered to consider west Michigan and northern Michigan. Would like to have on agenda for January 11th, 2022.

CITY MANAGER'S REPORT:

- City Manager R. Splane gave a copy of the Manager's report to all Council members to review.
- Creeks Subdivision up for sale! – Sue Payne and the team at Coldwell Banker are finalizing marketing material. (Also working on 6-month Plan "B" contingency.) Attached in packet is layout map showing what is available.
- Rental Inspection Program and Code Enforcement Services – Ongoing meetings with Shelby Township and The Village of Shelby to assess the best opportunity for our mutual effort. Putting together a pros and cons list to present to City Council for review and possible look at opening up a full time position or even two part-time position to the City of Hart for Code Enforcement.
- Audit delayed and will be presented to council for review on January 11th.
- Sewer Rate to be set in February to meet State Revolving Fund borrowing requirements while also giving our industry partners ample time to tweak their budgets while quoting work for summer 2022.
- Council Meeting on December 28th will be canceled. Will hold regular meeting on January 11th 2022.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mayor Platt thanked City Manager Rob for going up to Ludington and doing an interview for Mom Radio 102.7
- Thank you to the Media for the positivity you share with our readers and being very compassionate to our community.
- C. Burillo commented on Chief Salazar's report regarding several occasions our officers have had to go to the school concerning vaping. I know Mr. Moran the high school principal is very interested in introducing "ride with pride". I know he is looking for a car dealer to donate a car for this program. This is a good opportunity for our youth and our community.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 8:47 pm upon a motion by C. Burillo and supported by F. Rybarz. The next regularly scheduled meeting will be on December 14th, 2021, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Payables Date: 12/28/2021	Description	Total	General +	DPW	Energy	BPTF	Water
Allshred	CH Recycling Services	$ 47.60	$ 47.60				
Blue Cross Blue Shield - Medicare	Jan Ins Prem	$ 3,076.08	$ 1,625.18		$ 1,271.50	$ 89.70	$ 89.70
Charter	Hart Commons Internet	$ 114.99			$ 114.99		
Cihak Enterprises	Deposit Refund	$ 136.61			$ 136.61		
Cutter, Paul	Reimburse Parts/Supplies	$ 57.22				$ 57.22	
DTE	Natural Gas	$ 3,193.50	$ 685.17	$ 696.26	$ 987.81	$ 663.49	$ 160.77
Felt, Haley	Deposit Refund	$ 111.11			$ 111.11		
Fife Water Services, Inc.	Microscopic Evaluation Report	$ 800.00				$ 800.00	
FirstNet.	Police Modems	$ 176.92	$ 176.92				
Gillison's Variety Fabrication	Hex Nut/Plow Bolt	$ 7.36				$ 7.36	
GRP Engineering	System Model Engineering	$ 7,116.26			$ 7,116.26		
HACH	Lab Supplies	$ 151.00				$ 151.00	
HACH	Lab Supplies	$ 28.49				$ 28.49	
Hallack	Asphalt Patch on Washington	$ 500.00		$ 500.00			
Kendall Electric	Parts/Supplies	$ 136.36			$ 136.36		
Larson's	Various Projects	$ 1,610.45		$ 353.16	$ 857.72	$ 399.57	
Lawson-Fisher	2021 FERC Licensing	$ 4,382.00			$ 4,382.00		
LEAF	Police copier lease fee	$ 42.90	$ 42.90				
Linde	Cylinder Rental	$ 61.60		$ 61.60			
Mcnerney, Georgia	Deposit Refund/Credit Balance	$ 251.87			$ 251.87		
MPPA	Purchased Power	$ 67,480.66			$ 67,480.66		
MPPA	Purchased Power	$ 26,502.09			$ 26,502.09		
MPPA	Purchased Power	$ 18,461.76			$ 18,461.76		
MRWA	Workshop - Splane/Cutter	$ 1,190.00				$ 1,190.00	
Oceana Herald-Journal	Subscription Renewal	$ 71.00	$ 71.00				
Office Machines	Police Copier Overages	$ 30.16	$ 30.16				
Park View Manor	Deposit Refund	$ 1.05			$ 1.05		
Pitney Bowes	Postage	$ 300.86	$ 75.22		$ 75.22	$ 75.22	$ 75.20
Pixel Grafix	Envelopes	$ 310.44	$ 310.44				
Power Line Supply	Parts/Supplies	$ 222.99			$ 222.99		
Power Line Supply	Parts/Supplies	$ 1,614.70			$ 1,614.70		
Power Line Supply	FR Bibs	$ 187.00			$ 187.00		
Power Line Supply	Parts/Supplies	$ 51.90			$ 51.90		
Power Line Supply	Rain Gear	$ 390.00			$ 390.00		
Powers, Mike	Dec BOR 1/2 day	$ 25.00	$ 25.00				
Pranger Property Mgmt	CH/CC Cleaning Services	$ 168.00	$ 168.00				
Prein & Newhoff	Various Projects	$ 9,317.00	$ 3,779.00		$ 5,538.00		
Rossiter, Steve	Dec BOR 1/2 day	$ 25.00	$ 25.00				
Schaefer, Perry & Michelle	Deposit Refund	$ 150.13			$ 150.13		
State of Michigan	BioSolids Land App. Fee/Dry Tons	$ 8,767.84				$ 8,767.84	
Swihart's Septic, Inc.	Pump Out/Creeks	$ 752.50				$ 752.50	
Tanner Plumbing & Heating	Plumbing Parts/Supplies	$ 187.01				$ 187.01	
USA BlueBook	Gloves	$ 422.37				$ 422.37	
Windridge	BioPure Clothing	$ 296.00				$ 296.00	
		$ -					
	Subtotal	$ 158,927.78	$ 7,061.59	$ 1,611.02	$ 136,041.73	$ 13,887.77	$ 325.67
HAND CHECKS/ACH							
Alerus - ACH	*City Share 401 Retirement*	$ 2,925.82	$ 2,925.82				
US Postmaster	Postage	$ -					
MECA	Safety Program Dues	$ 14,250.00			$ 12,825.00	$ 712.50	$ 712.50
Hager Consulting	Pocket Park Engineering	$ 16,155.00	$ 16,155.00				
Blue Cross Blue Shield	Jan Ins Prem	$ 11,548.87	$ 11,548.87				
Delta Dental	Jan Ins Prem	$ 1,417.08	$ 1,417.08				
Guardian	Jan Ins Prem	$ 1,066.57	$ 1,066.57				
		$ -					
		$ -					
	TOTAL HAND CHECKS	$ 47,363.34	$ 33,113.34	$ -	$ 12,825.00	$ 712.50	$ 712.50
	Sub-Total Regular Bills/Hand Checks	*$ 206,291.12*	*$ 40,174.93*	*$ 1,611.02*	*$ 148,866.73*	*$ 14,600.27*	*$ 1,038.17*
Gross Payroll	526	$ 61,598.40					

--OVER--

Payroll ID: 138

Pay Period End Date: 12/16/2021 Check Post Date: 12/22/2021 Bank ID: GEN

Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.
15X	0.00	41.50	2,342.78	18,290.54
2X	0.00	5.75	307.09	6,024.37
COMP	16.50	0.00	677.83	4,858.69
ETO	183.00	0.00	4,992.69	77,359.46
FUNERAL	8.00	0.00	337.68	337.68
HOURLY	1,735.50	0.00	52,940.33	1,143,600.09

Ded/Exp Id	Cur. Amnt.	YTD Amnt.
AFLAC	210.99	5,725.32
AFLDI	154.36	3,872.78
AFLIF	15.72	408.72
ALERUS 401	1,462.91	36,146.09
ALERUS 401 AD	8.00	208.00
ALERUS 457	1,200.00	27,725.00
ALERUS 457P	1,935.65	42,039.40
DENTAL_EE	105.36	526.80
DENTAL_ER	421.22	2,106.10
ELECTIVE INS_EE	17.98	89.90
ELECTIVE INS_ER	189.16	945.80
FITW	6,307.88	150,588.30
GAP_EE	307.24	1,536.20
GAP_ER	1,228.98	6,144.90
LOAN	159.86	4,156.36
MED_EE	1,095.72	30,712.37
MED_ER	4,382.89	21,914.45
MEDICARE_EE	874.20	20,907.91
MEDICARE_ER	874.20	20,907.91
SITW	2,354.92	55,646.98
SOCSEC_EE	3,738.10	89,399.46
SOCSEC_ER	3,738.10	89,399.46
UNI46	241.92	2,607.36
UNIFM	20.80	545.75

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.	Expense This Period
61,598.40	0.00	20,211.61	41,386.79	1,479,268.22	39,016.50	10,834.55

* = Check Adjustment

Payroll ID: 139

Pay Period End Date: 01/02/2022 Check Post Date: 01/06/2022 Bank ID: GEN

Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.
15X	0.00	24.00	984.77	984.77
225X	0.00	63.00	3,905.37	3,905.37
2X	0.00	21.00	1,222.26	1,222.26
COMP	103.50	0.00	3,588.88	3,588.88
ETO	235.00	0.00	7,639.14	7,639.14
FUNERAL	1.00	0.00	50.68	50.68
HOL	640.00	0.00	20,272.24	20,272.24
HOURLY	1,232.50	0.00	37,237.82	37,237.82
OPT OUT	2,534.35	0.00	87,857.13	87,857.13
SALARY	0.00	0.00	1,380.00	1,380.00

Ded/Exp Id	Cur. Amnt.	YTD Amnt.
AFLAC	210.99	210.99
AFLDI	154.36	154.36
AFLIF	15.72	15.72
ALERUS 401	1,564.21	1,564.21
ALERUS 401 AD	8.00	8.00
ALERUS 457	1,200.00	1,200.00
ALERUS 457P	4,362.18	4,362.18
DENTAL_EE	105.36	105.36
DENTAL_ER	421.22	421.22
ELECTIVE INS_EE	17.98	17.98
ELECTIVE INS_ER	189.16	189.16
FITW	20,852.33	20,852.33
GAP_EE	307.24	307.24
GAP_ER	1,228.98	1,228.98
LIFE	47.45	47.45
LOAN	159.86	159.86
LU465	253.08	253.08
MED_EE	1,095.72	1,095.72
MED_ER	4,382.89	4,382.89
MEDICARE_EE	2,361.06	2,361.06
MEDICARE_ER	2,361.06	2,361.06
PHONE	35.00	35.00
SITW	5,961.54	5,961.54
SOCSEC_EE	10,093.69	10,093.69
SOCSEC_ER	10,093.69	10,093.69
UNI45	201.00	201.00
UNIFM	20.80	20.80

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.	Expense This Period
164,138.29	0.00	49,027.57	115,110.72	164,138.29	110,807.04	18,677.00

* = 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: January 11th, 2022

RECENT EVENTS

From Thursday, December 9th, 2021, through Tuesday, January 5th, 2022, the Hart Police Department received 138 complaints ranging from Well-Being Checks, Larcenies, Breaking & Entering's, Suspicious Situations, Traffic Hazards, Domestic Assaults, Animal Complaints, Mental Health Complaints, Child Abuse Complaints, Medical Assists, Property Damage Crashes, Malicious Destruction of Property, Assist to Other Agencies, Alarms, Threat Complaints, and an Indecent Exposure complaint.

On Thursday, December 9th, 2021, the Hart Police Department was requested by the Van Buren County Sheriff's Office to locate a 38-year-old Hart woman who had not been in contact with family or friends for several weeks. Officers located the female in the 700 block of Dryden Street and were able to verify the well-being of the woman. The woman explained her phone had run out of minutes and would contact her family, referencing her well-being. Officers re-contact Van Buren County Sheriff's Office and advised them contact had been made with the woman.

On Thursday, December 9th, 2021, D/Sgt. Skipski conducted two magic performances for the Spitler Elementary 4th grades students and staff. The performance was in appreciation for the student's fundraising efforts during the Thanksgiving holiday.

On Thursday, December 9th, 2021, the Hart Police Department was dispatched to the 300 block of Johnson Street, referencing a suspected threat made to another student. On Wednesday, December 8th, 2021, an 18-year-old Hart man told a 17-year-old Rothbury woman, "don't come to school on Tuesday." The woman was uncertain why the man would state this. An investigation began into this statement. The man was interviewed and stated he sought attention from the woman due to recent relationship issues. After the investigation, a report will be submitted to the Oceana County Prosecutor's Office.

On Saturday, December 11th, 2021, the Hart Police Department was dispatched to the 700 block of East Main Street regarding a Domestic Assault. A 12-year-old juvenile assaulted a 44-year-old Hart woman. The juvenile failed to wash the dishes at the home, which caused the woman to turn off the WiFi to the home. The juvenile then kicked the woman in the face. The woman retaliated by kicking the juvenile in the thigh. The juvenile was turned over to grandparents to avoid further issues for the night. A report will be submitted to the Oceana County Prosecutor's Office for review.

On Monday, December 20th, 2021, the Hart Police Department was dispatched to the 2000 block of Comfort Drive about a 44-year-old Hart man causing a disturbance within the building, yelling and banging on the walls within the swimming area. The man was later located within a locked room. It should be noted, this man was not a guest in the building, nor was the room the man was within registered to anyone. Officers entered the room forcefully, at which time the man ran from officers running directly through a sliding glass window, shattering the window, onto a balcony overlooking the swimming area. The man then jumped from the balcony onto the ground below. The man was tased and later subdued by officers. The man was evaluated by LIFE EMS and later transported to Lakeshore Hospital for further evaluation. The man suffered a broken pelvis and a broken heel from jumping from the balcony area. A report will be submitted to the Oceana County Prosecutor's Office for his review. The department was assisted by the Oceana County Sheriff's Office, Michigan State Police and LIFE EMS.

On Wednesday, December 29th, 2021, the Hart Police Department was dispatched to Polk Road and 72nd Avenue regarding a Property Injury Crash. A 62-year-old Hart man traveled westbound on Polk Road when a 27-year-old Rothbury woman rear-ended him. During the investigation, the woman admitted to consuming alcohol before the collision. The woman was arrested and lodged at the Oceana County Jail for Operating a Motor Vehicle while Intoxicated.

On Monday, January 3rd, 2022, the Hart Police Department was dispatched to the 300 block of Johnson Street referencing an Assault & Battery. A 16-year-old Hart man assaulted an 18-year-old Hart man by striking him multiple times in the face and stomach area. The 16-year-old Hart man was turned over to his parents after the investigation. A report will be submitted to the Oceana County Prosecutor's Office for his review.

Respectfully,

J. Salazar,
Chief of Police

RESOLUTION 2022-01
Hart City Council
City of Hart, Michigan

Adopt pay rates for City Clerk/Treasurer, Deputy Clerk – A/P and Payroll, Deputy Clerk – Utility Billing and Community & Economic Development Director effective January 3, 2022

WHEREAS; the City of Hart requires qualified and skilled employees to manage operations, and

WHEREAS; the Michigan Municipal League performs a yearly survey of municipal pay rates that is compiled and shared with it's members. The most recent 2021 data was reviewed to ensure our city supports its staff appropriately. Realizing some dispairies in current wage rates, an increase in pay is deemed necessary to ensure the city retains its quality staff, and

WHEREAS: Based on current years of service with the City, the most current information for compensation for like sized communities in our region, while taking into consideration the most recent performance review scores and

WHEREAS, the City Council desires 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

Adopts a pay rate for the City Clerk/Treasurer of $53,500 annually, a pay rate of $47,155 for the Deputy Clerk – A/P and Payroll, a pay rate of $39,940 for the Deputy Clerk – Utility Biller, and $55,640 for the Community and Economic Development Director effective January 3, 2021

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on January 11, 2022.

Ayes: __ Nays: __ Absent: __

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: 12/16/2021

NAME OF EVENT: Hart Hills Gravel Bike Race

DATE OF EVENT: 4/16/2022 TIME: 10 am TO 3

RAIN DATE OF EVENT: MUST PROVIDE None

LOCATION AND/OR ROUTE OF EVENT:

Heading east of Hart, making a clockwise loop around Hart, approaching Hart from the west towards finish

DESCRIPTION OF EVENT:

5, 10, 25 and 55 mile bike race starting starting and finishing in front of Hart Pizza

SPECIAL NEEDS:

NAME OF ORGANIZATION OR SPONSOR: Raymond Passchier

ADDRESS: 1545 Orville St SE, Grand Rapids, MI 49507

CONTACT PERSON: Raymond Passchier

PHONE: 616-821-3948 FAX:

EMAIL: rpasschier@yahoo.com

x *Raymond Passchier* 12/16/2021

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: