City of Hart, Michigan
CITY COUNCIL AGENDA
February 23, 2021, 6:30 PM
NOTICE OF REMOTE/HYBRID MEETING PUBLIC MEETING
COUNCIL WORK SESSION ON BROADBAND INTERNET 6:30 PM-7:30 PM
REGULAR COUNCIL MEETING BEGINNING AT 7:30 PM

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

Please click the link below to join the webinar:
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1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Rybarz Jr., Splane, V. Platt
3. Pledge of Allegiance
4. ***Recess for purpose of Broadband Utility Worksession until 7:30 pm***
5. ***Reconvene***
6. Approval of Agenda
7. Review Applications to fill Council Vacancy
    a. *Kris Trygstad*
    b. *TBD application deadline 5 PM Monday, February 22, 2021*
8. 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. Receipt of MCACA Minigrant for the Concerts on the Commons series
9. Consent Agenda:
    a. Approval of Minutes from February 9, 2020.
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp.

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.

10. Action Items
    a. Resolution 2021 – 05 A resolution to allow taxpayers to protest property tax assessments by mail
    a) Resolution 2021 – 07 Accepting the updated Oceana County Law Enforcement Mutual Aid Agreement
    b) Resolution 2021 – 08 Approving the Pocket Park Change Order request
    c) Resolution 2021 – 09 Resolution restricting the use of Energy Department Cash Reserves
    d) Resolution 2021 – 10 Resolution amending FY 2021 budget for Water Dept.
11. Discussion Items
    a. Discussion on putting Dam embankment out for bid for inclusion in FY 22 budget
    b. Discussion regarding Parks and Recreation Master Plan update required for additional state grant applications – bid out or contract with WMSRDC
    c. Authorization to sell surplus equipment – Energy Department meters
    d. Authorization to proceed to final engineering and bidding for the construction of Hansen St Project for completion summer 2021
12. City Manager Report
13. Communications from the Mayor and Council
14. 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.

2/19/21

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

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

_____Power Board	_____Planning Commission
_____Water/BioPure Board	_____DPW Board
_____Hart Lake Improvement Board	_____Zoning Board of Appeals
_____Housing Board of Review	_____Neglected Properties Board
_____Park Committee	_____TIFA
_____Other _____	

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

Name: Kris Trygstad Home Phone: 231-750-9433

Home Address: 501 E. Main St. Hart, MI 49420

Employer Address: 920 Diana St. Ludington

Work Phone: 231-873-6437 Cell Phone: 231-750-9433

Email Address: Kristrygstad@yahoo.com

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

Work locally at WMCMH
grew up in Oceana County and moved back in ~~2020~~ 2020.

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

Misc. fundraisers - golf outings, etc.

Kris Trygstad Date: 2/19/2021
Signature

Please return completed application to:

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

City use only:
Date of Approval:_____

MINIGRANT CONTRACT
HOLLAND AREA ARTS COUNCIL

Control Number: 21MG3474

This contract is made on February 17, 2021 between HOLLAND AREA ARTS COUNCIL ("the Regrantor") and HEART ECONOMIC & REDEVELOPMENT TEAM ("the Contractor") who hereby agree as follows:

1. It is understood that the Regrantor has no funds to disburse except those it receives from the Michigan Council for Arts and Cultural Affairs "MCACA", and the regranting of funds to the Contractor as provided herein contingent upon receipt of such funds from the MCACA, and is further subject to any terms or conditions set by the MCACA.

2. **CONTRACT TERM**
This contract shall commence on June 17, 2021 and terminate by August 26, 2021 with final report due by September 25, 2021, unless terminated earlier by the Regrantor pursuant to Section 5. Prohibitions: No payment shall be made under part 1 except upon application submitted in accordance with MCACA published regulations and procedures, which shall ensure both of the following:

   a. Artistic excellence and artistic merit are the criteria by which applications will be judged, taking into consideration general standards of decency and respect for the diverse beliefs and values of the peoples of this state.
   b. Criteria clearly indicate that obscenity is without artistic merit, is not protected speech, and will not be funded by a grant under appropriations under part 1.

3. **SERVICES**
The Contractor shall provide the following program: Music on the Commons | Summer Concert Series
The Contractor shall submit to the Regrantor the date, time and location of any public activities conducted in connection with this contract.

In Process

4. **TERMS AND CONDITIONS OF PAYMENT**
The Regrantor shall pay the Contractor an amount not to exceed $4,000 as specified below, subject to and conditioned upon the Contractor's compliance with the terms and conditions set forth in this contract. The Regrantor, in its sole discretion, shall determine whether the Contractor has fulfilled these conditions. In the event the Regrantor determines that the Contractor has failed to comply with any of the requisite conditions, the Contractor shall not be entitled to, nor shall the Regrantor be liable for, payment of the sums listed below.

   In order to receive your first payment, , you are required to submit your signed contract and inform you legislators about your Minigrant Award by . A copy of this correspondence must be included with your contract. Legislators can be found at www.legislature.mi.gov. Any delays in the submission of the forms by the Contractor or the receipt of funds from MCACA to the Regrantor shall delay the payment to the Contractor.

   The final report for the aforementioned program must be received by the Regrantor within thirty (30) days after the end of the grant period. The sum of shall be paid by the Regrantor to the Contractor within thirty (30) days after receipt of the final report provided all final report materials have been submitted to the Regrantor and the contract agreement has been met. Failure to comply with these deadlines will delay payment or may cause termination of the contract pursuant to Section 5. Failure to submit a final report in a timely manner may void the Contractor's claim to funds or cause repayment of funds already distributed under this contract. In the event the State fails to appropriate funds or an Executive Order eliminates the Regrantor ability to make payment, the Regrantor shall not be required to make such payment.

5. **TERMINATION OF CONTRACT BY THE COUNCIL**
This contract may be terminated by the Regrantor for any reason upon five (5) days written notice to the Contractor. Upon termination, the Regrantor shall have no further liability or obligation to make payments set forth in Section 4.

6. **LIMITATION OF LIABILITY**
The Regrantor shall not be liable to the Contractor, or to any individuals or entities with whom the Contractor contracts, for any direct, indirect, incidental, consequential, or other damages sustained or incurred as a result of activities, actions or inactions on the part of the Contractor for services rendered pursuant to this Contract; from the Regrantor decision not to make payment to the Contractor pursuant to Section 4, or from termination of this Contract pursuant to Section 5. Any liability resulting from the activities engaged in by the Contractor shall be the sole responsibility of the Contractor. The Contractor agrees to hold the Regrantor, MCACA, the Michigan Strategic Fund, and the State of Michigan harmless in the event of any claims or judgment incurred as a result of the activities described herein.

7. **THIRD PARTIES**
MCACA is a third-party beneficiary to this contract and reserves all rights in its favor.

8. PROMOTION

Contractor agrees to prominently display MCACA and the Regrantor name and logo in printed materials and to include support credit in broadcast promotions as follows: "This activity is supported by the Michigan Council for Arts and Cultural Affairs, administered by HOLLAND AREA ARTS COUNCIL."

When no printed material is used, verbal acknowledgement shall be given prior to each presentation. Copies of printing, photographs, advertising and promotional materials prepared for this activity must be forwarded to the Regrantor.

9. ACCOUNTING AND ADMINISTRATIVE REQUIREMENTS

Custom Field IDs: Extract IDs Display Field Names Show Field Picker Display The Grantee shall maintain appropriate documents, journals, ledgers, and statements in accordance with generally accepted accounting practices, retain these records for a period of not less than three (3) years from the date of completion of the final report prepared pursuant to Section 4, and make these documents available for examination and audit by appropriate agents of the State and/or Federal Government. Grantee shall comply with the applicable administrative requirements for grants-in-aid and use cost accounting principles which comply with Federal requirements set forth in 2 CFR Chapter I, Chapter II part 200 Uniform Administrative Requirements, Cost, Principals, and Audit Requirements for Federal Awards.

10. REPORTING

In addition to the requirements which may be made in Sections 2 and 3, the Contractor agrees to submit to the Regrantor a financial statement and report of activities based on the Council's final report form upon completion of the service period, but no later than thirty (30) days following the termination date in Section 2. Submission of this report in a timely manner is a precondition to the payment of the amount described in Section 4. In order to provide the Regrantor and appropriate evaluators and staff the opportunity to appraise the nature and caliber of activities support by MCACA funds, the Contractor agrees to admit said individuals to activities without charge and to cooperate with such in-depth reviews and evaluations as may be required.

11. EQUAL OPPORTUNITY

Contractor certifies compliance with Executive Order 9 and covenants not to discriminate against any employee or applicant for employment, to be employed when services under this Grant agreement are undertaken, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, on the grounds of race, color, religion, national origin, age, sex or disability, or to exclude any person from participation in, deny any person the benefits of, or discriminate any person due to the above-list grounds.

12. ENTIRE CONTRACT

This contract is goverend by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Regrantor and the Contractor, whether expressed, implied, or oral, for this grant. This contract constitutes the entire agreement between the parties herein and may not be amended or assigned except by written instrument executed by both parties prior to the termination date set forth in Section 2. The Contractor agrees to inform the Regrantor in writing immediately of any proposed changes of dates or services described in Sections 2 and 3, as well as changes of address or personnel affecting this contract. If any provisions of this contract shall be deemed void or unenforceable, the remainder of the contract shall be valid.

Lori Kerrigan-Gramer

Lori Gramer
HOLLAND AREA ARTS COUNCIL

Lynne Ladner
HEART ECONOMIC & REDEVELOPMENT TEAM

February 17, 2021

Date

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
FEBRUARY 9, 2021
MINUTES

PRESENT VIA ZOOM: Mayor Vicki Platt, Councilors: Catalina Burillo, Rob Splane Jim Evans, Dean Hodges, and Fred Rybarz
ABSENT: None
OTHERS PRESENT Nicole Steele, City Clerk – Karla Swihart, Geroge Sadler, and Tom Asp.
Mayor Platt called the meeting to order; following the roll call, the Mayor lead the Council in the pledge of allegiance
APPROVAL OF AGENDA: J. Evans motioned to approve the agenda and supported by F. Rybarz

- Ayes: 6 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- George Sadler stated he was at the Special meeting held Jan 26th at 8:00 am and would like to be added to the meeting minutes at present.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Power Systems Engineering: Fiber to the Premises (FTTP) Broadband Planning & Analysis, Presented by Tomas Asp. Project funded by the MMEA through a Rural Business Development Grant (RBDG) from Rural Development, an agency of the USDA. The project explored the opportunity to provide broadband services over fiber to the premises (FTTP) network for six MMEA member municipal electric utilities.
  - Charlevoix
  - Eaton Rapids
  - Grand Haven
  - Hart
  - Negaunee
  - Norway

Project steps for Hart would be to provide a high-level review for the City of Hart Energy Dept to enter the broadband business and a magnitude cost estimate of implementing and operating a broadband business.
An overview of FTTP broadband services considerations include

- Business-level considerations
- Potential partnerships
- Michigan-specific legislation
- Financial projections for both retail and dark FTTP models
- Recommended potential actions to encourage investment

What are the drivers beyond a ROI? Is Hart in the business of providing security, comfort, and convenience? Or just providing electricity, water, and basic broadband?
Today the Federal Communication Commission (FCC) defines broadband as a service with at least 25 Mbps downstream and 3 Mbps upstream. This definition was adopted in 2015.
Under the definition, broadband is affordable today, affordable is when the prices charged for broadband are the same regardless if you are in the city or in a rural area. Use Economic Development as a justification as well as enhancing broadband opportunities. The one thing to look at is how to facilitate private investment one of the things that is often looked at is there to help reduce the cost and work together to build out the availability of broadband.
Metro Act requires a public entity to issue a request for competitive, sealed bids before it can provide telecommunication services within its boundaries, also need to conduct a three-year financial analysis before it adopts an ordinance or resolution authorizing the municipality to construct broadband facilities. Then would require to hold a public hearing at least one. They also suggest having a CPA review the financial analysis before adopting an ordinance or resolution authorizing the municipality to construct broadband facilities.
FTTP Conceptual Design and Cost Estimate,

- Retail Services- How much would it cost if the City was to go out and build? See diagram located on Page 6. Which only shows a high-level design for cost estimation, not a build-ready document. FTTP cost estimate

located on page 7 gives the broke down by category and a range of low, mid, and high cost, and for the analysis, we used the mid-level cost estimate. Other estimated costs, the average drop cost will be $300.00, and the installed ONT cost will be $400.00 for residents and $500.00 for small/medium businesses. At a 59% take rate, this represents a cost of $578,000 for 1388 passings for the City to have cash flow. Which in terms of the charge per month for the customer would be about $75.00 a month.

- Dark Fiber FTTP Model, which the City owns the fiber network, and a private provider(lessee) "lights" the fiber with electronics, and they would serve and become the direct retail provider. Hart would have to charge approximately $16.00 per month in per-passing lease fees to a private provider to break even on their investment.
- Steps to advance availability
    - Waive make-ready cost
    - Streamline permitting process
    - Seek grant funding (joint application with the provider)
    - Provide grant funding to the provider
    - Provide access to existing fiber assets
    - Provide aid in marketing
- Selecting the Broadband Approach
    - Build an FTTP infrastructure and become a retail broadband service provider.
    - Build an FTTP infrastructure and seek a private provider that would lease the FTTP infrastructure.
    - Take actions to encourage private investment.

Upon selecting the approach, Hart will then need to follow the requirements specified in the Metro Act. The starting point for any of the above alternatives is to develop and release an RFP that details objectives, approach, terms, and other conditions.

R. Splane thanked Mr. Asp and Katie from MMEA, and the council will be holding a work session for further discussion.

CONSENT AGENDA:

- Approval of Minutes from Jan 26th, 2021 Special Meeting, and Minutes Jan 26th, 2021, with an amendment adding Mr. Richard Raffela as present and also the tabled Intergovernmental Agreement w/Shelby Township.
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
    - R. Splane motioned to approve Consent Agenda, with Amended Minutes and supported by C. Burillo
        - Ayes: 6 Nays: 0 Absent: 0

Comment from J.Evans regarding 6b)Bills, Claims, and Payroll, He attended a municipal finance seminar and got a chance to look at other municipalities' accounts payable spreadsheets and noticed a % layout for each department and each department cost breakdown. If it's in our annual budget, it should show the % used on a monthly basis.

ACTION ITEMS:

- Resolution 2021-04 A Resolution to change the date for the March Board of Review to Tuesday, March 9th, 2021.
    - C. Burillo motioned to adopt resolution 2021-04 and supported by F. Rybarz
        - Ayes: 6 Nays: 0 Absent: 0
- Resolution 2021-05 Resolution to allow taxpayers to protest property tax assessments by mail.
    - C. Burillo motioned to adopt resolution 2021-05 and supported by J. Evans.

  No vote was placed upon discussion comments from F. Rybarz asked if this was because of Covid or will this be for future years. How long does the taxpayer have to protest by mail, and also does the assessor notify the taxpayer by mail regarding their outcome, or how will the taxpayer be notified? Is there a form the assessor uses to inform the taxpayer? If mail is the outcome, then it needs to be certified mail instead of regular mail. Council is unsure of how the process is run at this time. C. Burillo retracted her motion, and the council would like to table Resolution 2021-05 upon further discussion at the next meeting on February 23rd, 2021
    - R. Splane motioned to vote down Resolution 2021-05 as submitted, Could be resubmitted in a revised format at the next council meeting, and Supported by C. Burillo.
        - Ayes: 6 Nays: 0 Absent: 0

- Resolution 2021-06 Resolution Appointment of Councilor Splane.
  The city attorney reached out to Mr. Splane upon drafting the city council appointment of boards and commissions with their start and end dates. He had a start date for Mr. Splane, but he struggled to find clear documentation for his reappointment back in Nov of 2018. So on the minutes from that meeting, it states the reasoning we needed to change the lengths was that the state would not allow local elections on specific years. So certain council member terms had to be extended, and what was recorded in the minutes was discussion included, and an agreement was made. It didn't define what agreement was made there, for the city attorney suggested a resolution go in front of the council to be safe.
    - C. Burillo motioned to approve Resolution 2021-06 and supported by F. Rybarz
      - Ayes: 5 Nays: 0 Absent: 0

Note for the record R. Splane sustained his vote on Resolution 2021-06

DISCUSSION ITEMS:

- Set work session to discuss Broadband Utility presentation and information. Mayor V. Platt suggested this item be tabled until City Manager L. Ladner is present. R. Splane suggested work session take place before the City Council meeting. Mayor V. Platt would like to note that work session meeting should take place at 6:30 pm on the date of the city council meeting. The Council will be notified by email with confirmation once city manager L. Ladner decides the date.
- Discussion related to Industrial Park deed covenants related to building construction.
  R. Splane stated that the Council was approached several months ago by Regal Electronics they are a LED manufacturer that is looking to expand their manufacturer capabilities, and the council took action to sell them two of the open lots, which are believed to be the last two remaining lots within the Industrial Park. Following that action, the company owner was made aware of the restricted covenants in the hart industrial park.
  R. Splane suggested a little more data gathering as to when the covenants were created and if they have been reviewed since their creation in the '90s; also, the covenants speak to a board that exists if such a board even exists anymore. Just look at a little more history to make a good decision. And depending on our findings, possibly reach out to the planning commission and the City's consultant to review to make sure these are all constitutionally legal as in the past with some ordinances, we have run into some issue that hasn't been touched in years and were no longer enforceable, so at this point, the City needs to check into these ordinances and make sure they are still valued and discuss how to use this board in the future as the industrial park is pretty much developed out. R. Splane suggested that City Manager L. Ladner reach out to the prior board and see what she can come up with and also discuss this with the City's consultant to review the existing document for legal purposes. This should be placed back on the agenda for the Feb 23rd, 2021 City Council meeting.
- Authorization to sell surplus equipment – Energy Department meters.
  C. Burillo is wondering what direction or what is being asked by the council regarding—due to City Manger not being present. There should be a formal proposal and brought back in front of the City Council at the next meeting.

CITY MANAGER'S REPORT:

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

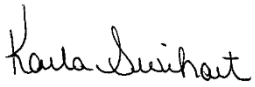
- C. Burillo stated that City Manager posted a vacant council seat on the City of Hart's Facebook and also on the City's web site, but when looking on the sites, C. Burillo was unable to find to share and has reached out to L. Ladner to make sure gets posted.
- Mayor V. Platt brought up Overtime hours. And with working every other week but getting 40 hrs a week, why is the city paying overtime? Wondering how employees can accumulate overtime when working swing shifts.
- I wanted to note an error on Cemetery Commission Jan 18th, 2021 minutes under the Financial report renewal is October 30th, 2020; if that is the correct date, it would be expired so possible at typo and should read October 30th, 2021. As the council does not approve these minutes suggested, we note it.
- C. Burillo brought up still waiting on the updated form to clarify which council member is on which board. Mayor V. Platt will make sure that gets emailed.
- Resignation- Braxton Platt, City Council.
  B. Platt has formally submitted his resignation effective Feb 7th, 2021, from Hart City Council as he has had a life change and is no longer living within the City limits.

Therefore the city has a vacancy and accepting applications. Once the applications are reviewed, the applicant will have to come in front of the City Council to be interviewed, and then the Council will appoint the applicant to fulfill the vacant seat until 2024. The City has 30 days to fill the vacancy.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 9:00 pm upon a motion by C Burillo and supported by J. Evans. The next regularly scheduled meeting will be on February 23rd, at 7:30 pm, and will be held virtually.

Respectfully Submitted



Karla Swihart
City Clerk

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS Special Meeting
January 26th, 8:00 am
MINUTES – Amended

PRESENT VIA ZOOM: Mayor Vicki Platt, Councilors: Rob Splane Jim Evans (late), Braxton Platt, Fred Rybarz, Dean Hodges, and Catalina Burillo.
ABSENT: None
OTHERS PRESENT City Manager – Lynne Ladner, Deputy City Clerk – Karla Swihart, Nicole Steele, Hydro Superintendent - Mike Schiller, and George Sadler
Mayor Platt called the meeting to order; following the roll call, the Mayor lead the Council in the pledge of allegiance

ACTION ITEMS:
Ms. Ladner addressed the following Action Items:

- Resolution 2021-04 Authorize City Manager to bid on (2020) Freightliner M2106 Bucket Truck with 55 Ft Terex Boom.

The City received an email late Friday from MMEA stating a 2020 Freightliner on auction in Pawpaw Mi with approx. 824 miles. Mike Schiller and Andy VanZoren reviewed the truck on Jan 25th, 2021, took some pictures, and said the truck is in like-new condition; it has a double bucket, which the current truck does not have. Hydro would have to do a few updates, like add some work lights. To buy this truck new, it would cost around $220,000 - $240,000. If the City was to buy a new truck, it takes at least 12-18 months to get it on order. The Hydro department was going to bring to the Council early spring to purchase a new truck due to the fact their current one is over 20 yrs old
After discussions and clarifications, The City Manager recommends Council approval.
B. Platt motioned that we bid up to $160,000 on 2020 Freightliner, supported by J. Evans.

- Ayes: 6 Nays: 1 (Splane) Absent: 0 The Motion Carried

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 8:34 am upon a motion by C. Burillo and supported by R. Splane. The next regularly scheduled meeting will be on January 26, 2021, at 7:30 pm, and will be held virtually.

Respectfully Submitted

Karla Swihart

Karla Swihart City Clerk

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
JANUARY 26TH 2021
MINUTES – AMENDED

PRESENT VIA ZOOM: Mayor Vicki Platt, Councilors: Rob Splane, Jim Evans, Braxton Platt, Dean Hodges, Catalina Burillo, and Fred Rybarz
ABSENT: None
OTHERS PRESENT: City Manager – Lynne Ladner, City Clerk – Karla Swihart, Claudia Ressel Hodan, Paul Erickson, John Wilson, Kevin Hallack, Sharon Hallack, Michael Mattzela, Nicole Steel, Richard Raffaelli, and George Sadler
Mayor Platt called the meeting to order; following the roll call, the Mayor lead the Council in the pledge of allegiance
DISCUSSION:

- On the bucket truck, as of now, the high bid is at $162,000. Would we like to increase our bid to $170,000?

F. Rybarz and B. Platt are not comfortable bidding on the truck thru the auction site. Suggested to add a new one into the budget that way we know what we are purchasing and get all options we need.

- J. Evans motioned to increase the bid on the truck to $170,000 and supported by C. Burillo
  - Ayes: 6 Nays: 1 (splane) Absent: 0

Public Comment: None

- Public Hearing: R. Splane motioned we open the public hearing on the City of Hart Safe Routes to School Application and supported by J. Evans.

Sharon Hallack asked about safe routes to school. I was wondering how property owners are being notified. L. Ladner, a public action meeting was held on Jan 5th. All of the property owners were notified by mail. They were allowed to join the meeting via zoom, and also a public notice was placed in the paper.
M. Mattzela from Fleis & Vandenbrink, who has been working on this grant program for over a few years now, laid out the route and gave an engineer's estimate of probable construction cost. Lots of hands are involved with this program and are excited to be in the final stages.

- R. Splane motioned we close the public hearing and is supported by C. Burillo. The public hearing closed at 8:09 pm.
  - Ayes: 7 Nays: 0 Absent: 0

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Vintage Snowmobile Show and Swap Meet. Kevin Hallack touched base on the event and swap meet. Swap meet, as well as the show, will be held outside. Vintage snowmobiles will be on display along with the snowmobiles. There will be parts, and most vendors will have parts in their trucks, trailers, or tables. The date will be Feb 6th at the Oceana County Fair Grounds.
- Music on the Commons.
- Hart Sparks.
  - C. Burillo motioned to approve all three special events and supported by B. Platt
    - Ayes: 7 Nays: 0 Absent: 0

CONSENT AGENDA:

- Approval of Agenda
- Approval of Minutes from Jan 12th, 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 R. Splane
    - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS: Ms. Ladner addressed the following Action Items:

- Resolution 2021-02 Accept Bids for a new roof at Sackrider Church and Award the project to Juan Time Roofing
  - B. Platt motioned to adopt resolution 2021-02 and supported by R. Splane

- Ayes: 7 Nays: 0 Absent: 0

- Resolution 2021-03 Resolution supporting Safe Routes to School Grant Application
  - C. Burillo motioned to adopt resolution 2021-03 and supported by B. Platt
    - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Intergovernmental Agreement w/ Shelby Township - Community and Economic Development Assistance.

City Hart Manager L. Ladner has been discussing with neighboring Shelby Township regarding a request to provide the Township with Community and Economic Development Assistance potentially.
How can the City of Hart assist Shelby Township?
Grant writing, Market assistance- newsletter, event material design, and advertising design
Represent Shelby Township in addition to the City of Hart at County-wide community and economic development meetings.
The City Mayor requests a more precise breakdown/draft regarding community economic development assistance and feels this should be presented to the HEART board before it is presented back to the City Council.

- B. Platt motioned to table discussion items until after the HEART board meeting, so they have a chance to discuss and supported by C. Burillo.
  - Ayes: 7 Nays: 0 Absent : 0

CITY MANAGER'S REPORT:

- City Manager L. Ladner apologizes regarding the special meeting held this Am on bidding for the truck Public Comment was not on the agenda.
- City Manager L. Ladner, I was approached by a local business person who would like to purchase several lots within the Creeks to build several residents. If the Council is interested in entertaining an offer, we would need to do a public hearing for the sale of this public land with requires a four days advanced notice in the newspaper. We would be able to hold this at the next council meeting. By having a public hearing does not commit the city to anything; it just means we have received an offer and requesting more information.
  - J. Evans motioned the Council hears what the builder has to offer on the lots within the Creeks and supported by B. Platt
    - Ayes: 6 Nays: 1 (burillo) Absent: 0
- Reminder out of the office next week on vacation next week and will be checking email from 7-9 am during that time.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Appointment: Nicole Russel to the HEART Board
  - J. Evans motioned the Council appoints Nicole Russel to the HEART Board and supported by R. Splane
    - Ayes: 7 Nays: 0 Absent: 0

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 9:27 pm upon a motion by C Burillo and supported by B. Platt. The next regularly scheduled meeting will be on February 9th, at 7:30 pm, and will be held virtually.

Respectfully Submitted

Karla Swihart

Karla Swihart
City Clerk

PAYROLL AMOUNTS					
02/18/21					
Pay 504		GROSS PAY	OVERTIME	OPT-OUT	BASE PAY
Employee Code	Dept.		PAY		
FULL-TIME					
DCC	Office	$211.40	$0.00	$0.00	$211.40
MGR.	Office	$3,640.80	$0.00	$0.00	$3,640.80
DCC	Office	$1,420.00	$0.00	$0.00	$1,420.00
CC	Office	$2,018.40	$0.00	$0.00	$2,018.40
DCC	Office	$1,820.00	$0.00	$0.00	$1,820.00
PO	Police	$537.60	$0.00	$0.00	$537.60
PO	Police	$2,150.40	$0.00	$0.00	$2,150.40
PO	Police	$2,108.00	$0.00	$0.00	$2,108.00
PC	Police	$2,524.80	$0.00	$0.00	$2,524.80
DS	Police	$2,208.00	$0.00	$0.00	$2,208.00
DPW1	DPW	$2,320.24	-$302.64	$0.00	$2,622.88
DPW2	DPW	$2,206.75	-$189.15	$0.00	$2,395.90
DPW3	DPW	$2,525.54	-$269.22	$0.00	$2,794.76
DPWS	DPW	$2,436.00	$0.00	$0.00	$2,436.00
BIOS	WW	$2,886.40	$0.00	$0.00	$2,886.40
BIOS	WW	$2,477.87	-$258.51	$0.00	$2,736.38
BIOS	WW	$2,185.81	-$134.61	$0.00	$2,320.42
ENERGY1	Energy	$3,656.38	-$120.54	$0.00	$3,776.92
ENERGY2	Energy	$3,495.66	-$120.54	$0.00	$3,616.20
ENERGYS	Energy	$3,860.01	$0.00	$0.00	$3,860.01
ENERGY3	Energy	$3,373.44	$0.00	$0.00	$3,373.44
ENERGY4	Energy	$2,652.64	-$282.80	$0.00	$2,935.44
DIR.	HD	$2,009.60	$0.00	$0.00	$2,009.60
TOTAL		**$54,725.74**	**-$1,678.01**	**$0.00**	**$56,403.75**
COUNCIL					
CC1		$0.00	$0.00	$0.00	$0.00
CC5		$0.00	$0.00	$0.00	$0.00
CC6		$0.00	$0.00	$0.00	$0.00
CC7		$0.00	$0.00	$0.00	$0.00
CC9		$0.00	$0.00	$0.00	$0.00
CC10		$0.00	$0.00	$0.00	$0.00
TOTAL		**$0.00**	**$0.00**	**$0.00**	**$0.00**
PART-TIME					
MGR.	HHD	$159.50	$0.00	$0.00	$159.50
EW	Office	$0.00	$0.00	$0.00	$0.00
DPW	DPW-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$1,200.00	$0.00	$0.00	$0.00
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
TOTAL		**$1,359.50**	**$0.00**	**$0.00**	**$159.50**
TOTAL PAYROLL		**$56,085.24**	**-$1,678.01**	**$0.00**	**$56,563.25**

TO: **WASTEWATER BOARD**

FROM: **PAUL CUTTER, SUPERINTENDENT**

DATE: **FEBRUARY 19, 2021**

RE: **WASTEWATER TREATMENT PLANT OPERATIONS**

Treatment Plant-

In past years we run in what I call winter mode. But as mentioned in my last report Senceca Foods are at a new norm, along with MFP are continuing to process during the winter months. I believe operating in winter mode days are past us.

I prepared a plan on how to social distance Frank, Chris and myself to Lynne. With the plan I asked permission to go to a normal 40 hour a week schedule. Lynne shared the Covid-19 MIOSHA Emergency Rules with me and granted me permission as long as I followed the MIOISHA Rules.

After reading the rules, it was apparent that Lynne had us well schooled on the proper protocol required by MIOSHA. I shared the document with Frank and Chris. Other than a couple housekeeping suggestions in the document we were already covering the procedures properly.

So as of Monday the 15th we are back on a normal work schedule.

We have started our top to bottom cleaning of all the rooms in the building. The process we take is to wipe all the walls and piping down followed by applying Armoral to give it a shine.

We will also be stripping the floors and reapplying wax to try and keep the new look.

Our UPS (Uninterrupted Power Supply) batteries have to be replaced. In 2010 we changed the batteries at a cost of $2,904.00 dollars, in 2015 the cost was $3,291.00 and the bid to replace them for 2021 is $5,520.00. As you can see every 5 years we are needing to spend money on batteries. Lynne suggested I get a bid to have a backup generator installed and do away with the UPS unit. Great idea!

I received a quote for $6,325.00 installed.

Our Biosolids contract has expired with NutriGro. We will need to send out bid proposal documents soon to get a hauler lined up for this spring. We did not haul last year due to covid issuses. I will take it upon myself to only reach out to 2 companies to bid this contract. The 3rd possible interested party has worked for us before and it's in our best interest to not waste their time or ours to request a bid. If you would like to know more about my decision feel free to give me a call for more details.

Industries- Just an FYI we recently needed Seneca Foods to work with us during our preventative maintenance at Griswold Street lift station.
Just feel the council should know that Seneca is very understanding and do all they can do to work with us during times like this. Hats off to them!

If you have any questions feel free to stop out to the plant or give me a call.

Thank You, Paul Cutter

DPW REPORT

February 23, 2021

- Check Wells/Towers/Booster Pump Weekly
- Read Water & Electric Meters
- Monthly Water Samples
- 1 Miss Digs So Far This Month
- Plowed Snow Multiple Times
- Hauled Snow From Parking Lot
- Trying to Keep Our Water System From Freezing
- We Had One Reported Water Service Freeze Up
- 1 Sewer Mains Plugged. No Roots This Time, ALL From People Flushing The Wrong Things Down The Toilet
- Snow Blowing The Side Walks
- Empty Garbage Cans Weekly
- Water Main Break Was Repaired on Polk Road
- We Are Now on A "Regular" Schedule. The Entire Crew is Back Working Every Day

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

Council Report 2/23/2021

The Energy Department is doing well and staying healthy. We have been trying to keep our distance with other employees. We also continue our daily health checks.

The crews are back on a normal schedule so now we are able to finish some larger jobs that take a full staff. We will be working on some upgrades on Water St in the following days.

Here is some information you might want to know about cyber vulnerability. The dam has an updated Scada system within the last year and I am told that we are very secure against cyber attacks now. The Energy system has a fire wall for the metering that is protected by MPPA. Also we do not have any computer controlled switching of power for our main circuits. Note though we do not control our incoming power to substations.

I hope to have a few quotes for next council meeting regarding pole inspections/bucket truck/service truck. I have provided a vehicle/equipment list to Lynne for future reference.

Thank You,

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

HEART DEPARTMENT REPORT
Feb 23, 2021

Updates

- New economic development website is now live www.takemetohart.org.
- Recipient of $4,000 (full amount possible) MCACA grant to offset cost of 2021 Music on the Commons performers along with a $500 sponsorship from Shelby State Bank.
- Attending weekly MEDC Economic Development enrichment courses.
- Seeking Requests for Proposals (RFP's) for wayfinding signage design
- Taking applications for MEDC's Match on Main Street, a $25,000 grant for new and expanding businesses. Only Redevelopment Ready Communities (RRC) are eligible. HEART will be the applicant on behalf of one business selected by the board.
- Applied for First Impressions Grant thru MSU/MEDC for a study on how to attract tourists to Hart an assessment of what the "first impression" of our community is.
- Attend/report at monthly Oceana Inter-Agency Check-in Meetings
- Met w/ Marie Elliot, our area SBDC rep
- Working on EDA application for wastewater infrastructure improvements
- Created ads for shoreline & visitors guide

Committee Updates

- EDUCATION - working on bringing a college extension location/resource center to Hart (ongoing)
- INFRASTUCTURE – working to address downtown trees, streetscapes, wayfinding signage and applying for Wastewater Infrastructure Improvement EDC Grant (ongoing)
- INDUSTRY ACTIVITIES – goals: recruit a sporting goods store, build a business retention team, Launch an Occupy Main St/State St campaign, recruit a committee member from agribusiness to initiate relationship building
- MARKETING – top priority "launch new website" - working on a citywide wayfinding signage proposal (to lead guests to our attractions) and working w/ visitors bureau on a shared service event coordinator, creating an inventory of business resource handouts including available properties in Hart.

Next Regular HEART Meeting February 17, 2021 @ 4 PM

Respectfully Submitted,

Nichole Steel
Economic & Community Development Director

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: February 23rd, 2021

RECENT EVENTS

From Tuesday, February 4th, 2021, through Wednesday, February 17th, 2021, the Hart Police Department received 60 complaints ranging from Vehicle Violations, Alarms, Motorist Assists, Property Damage Crashes, Animal Complaints, Family Troubles, Noise Complaints, Harassment Complaints, Medical Assists, Mental Health Complaints, Fraud Complaints, Suspicious Situations, Domestic Assaults and Assist to Other Agencies.

On Thursday, February 4th, 2021, the Hart Police Department initiated a traffic stop on Courtland Street near East Main Street referencing an equipment violation. A 35-year-old Walkerville man was cited for Operating a Motor Vehicle without Insurance and Operating a Motor Vehicle without a License.

On Friday, February 5th, 2021, the Hart Police Department was dispatched to the 400 block of Wood Street regarding a 37-year-old Hart woman attempting to pass a United States Treasury Check, Stimulus Check, which did not bear her name and totaled $1,200. The woman left before the officer's arrival. An investigation is ongoing.

On Saturday, February 6th, 2021, the Hart Police Department was dispatched to the 600 block of Dryden Street, about two (2) juvenile children who had friended an unknown individual via Instagram. The juvenile children in conversation disclosed where they reside to the unknown individual, who later began to threaten the children of proceeding to their residences and causing them physical harm. An investigation is ongoing.

On Monday, February 8th, 2021, the Hart Police Department was dispatched to the 200 block of State Street, referencing what was believed to be an unwanted person. A 40-year-old Hart man claimed to have seen several men within the home who wanted to cause physical harm to the man. The man also believed his home to be "bugged," and his cellular phone continued to connect to the "bugged" areas. The man was transported to the Oceana County Community Mental Health Office to assist the man.

On Monday, February 8th, 2021, the Hart Police Department was dispatched to the 500 block of Griswold Street regarding a disturbance. An 18-year-old Hart man had become angry due to another resident not retrieving the worker of the home. The man began to damage items within the home and later left home. Officers located the man, at which time the man began to threaten physical harm to the officers with a shovel. After some time, the man eventually calmed down returned to the home.

On Wednesday, February 8th, 2021, the Hart Police Department was dispatched to the 500 block of Griswold Street about a Disturbance / Mental Health Complaint. It was reported an 18-year-old Hart man had assaulted two (2) residents, a 43-year-old Hart man and a 61-year-old Hart man, by striking the residents in the face area with a closed fist. The man also attempted to strangle himself with a strand of Christmas lights. The man was confrontational with arriving officers but later was taken into custody for Domestic Assault without incident. The man was lodged at the Oceana County jail.

On Friday, February 12th, 2021, the Hart Police Department was dispatched to assist the Hart Fire Department in the 200 block of Wood Street, referencing a structure fire. It was later determined; the cause of the fire was due to an electrical issue. The Shelby-Benona Fire Department, Pentwater Fire Department, Crystal Township Fire Department, Ferry Township Fire Department, Walkerville Fire Departments and the Oceana County Sheriff's Office assisted with this complaint.

On Saturday, February 13th, 2021, the Hart Police Department was dispatched to the 200 block of State Street regarding a Suspicious Situation / Mental Health Complaint. A 40-year-old Hart man contacted officers and, during the encounter, stated, "I'm going to kill someone tonight." The man admitted to having a knife on his person during contact with the officers; the man had fabricated a knife into a dagger. The man was arrested and lodged at the Oceana County Jail for Parole Violation and Carrying Concealed Weapons Violation.

Respectfully,

J. Salazar,
Chief of Police

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Resolution 2021-07 Accepting the updated mutual aid agreement

---

Ladies and Gentlemen,

Historically the City of Hart has participated in the Oceana County Law Enforcement Mutual Aid Agreement. This agreement was entered into and continues to provide resources for the City of Hart Police Department when in need of assistance or back-up while also authorizing reciprocal assistance. The agreement is not changing in language or term from the existing but the County has requested that with the significant change in the officials that have signed the previous agreement that each jurisdiction re-authorized the agreement.

It is my recommendation that the council adopt resolution 2021-07 Accepting the updated Oceana Law Enforcement Mutual Aid Agreement.

Lynne

RESOLUTION 21-05

City Council

City of Hart, Michigan

Oceana County

A resolution to allow taxpayers to protest property tax assessments by mail.

WHEREAS, Hart City seeks to ease the burden on taxpayers, the assessor, and the Board of Review; and

WHEREAS, Hart City also seeks to ensure that all taxpayers have an equal opportunity to be heard by the board of review;

NOW, THEREFORE, BE IT HEREBY RESOLVED,

pursuant to MCL 211.30 (7) of the General Property Tax Act, the board of review shall receive letters of protest regarding assessments from taxpayers if received by the deadline set annually and published on the March Board of Review public notice for which it meets to hear such protests.

BE IT FURTHER RESOLVED, that all assessment change notices, and advertisements of the March Board of Review meetings shall include a statement that resident taxpayers may protest by letter to the Board of Review.

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on February 9, 2021.

Ayes: _____ Nays: _____ Absent: _____

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

_____

Karla Swihart, City Clerk

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Resolution 2021-07 Accepting the updated mutual aid agreement

---

Ladies and Gentlemen,

Historically the City of Hart has participated in the Oceana County Law Enforcement Mutual Aid Agreement. This agreement was entered into and continues to provide resources for the City of Hart Police Department when in need of assistance or back-up while also authorizing reciprocal assistance. The agreement is not changing in language or term from the existing but the County has requested that with the significant change in the officials that have signed the previous agreement that each jurisdiction re-authorized the agreement.

It is my recommendation that the council adopt resolution 2021-07 Accepting the updated Oceana Law Enforcement Mutual Aid Agreement.

Lynne

OCEANA COUNTY LAW ENFORCEMENT
MUTUAL AID AGREEMENT

Section 1 - Parties & Authority:

A. This Agreement is made and entered into by and between the Oceana County Sheriff's Office and the cities/villages of Hart, Hesperia, New Era, Pentwater, Rothbury, Walkerville, and Shelby, hereinafter referred to as "parties." The parties are authorized to enter into this agreement by virtue of the provision of Act 236 of the Michigan Public Acts of 1967 as amended, being MCLA 123.811 et seq. MSA 5.3323 et seq.

B. It is mutually understood and agreed that each of the parties and their officers, agents, and employees, in carrying out this Agreement, are engaged in a governmental function as provided for in Act 170 of the Public Acts of 1964, as amended, being MCLA 691.1401 et seq., are acting pursuant to these statutes, and are thus entitled to all immunities under Michigan Law.

Section 2 - Purpose of the Agreement:

A. The parties to this Agreement are geographically located in proximity to each other in the County of Oceana. The parties recognize the mutual advantage and benefit of rendering to each other supplemental police protection in the event of a special police need of the magnitude that has developed, appears to be developing, or is anticipated where the special need is beyond the control of a single police department and, therefore, requires the assistance of one or more of the other parties.

Section 3 - Definitions:

A. "*Senior Officer*" shall mean the highest ranking on-duty police officer in the requesting Jurisdiction who has the authority and the responsibility for directing the police department at the time of a special police need and with the actual authority to approve a request or response pursuant to this Agreement.

B. "*Special Police Need*" shall mean the circumstance or a combination of circumstances requiring immediate action which requires resources beyond that possessed by the requesting agency at the time.

C. "*Requesting Agency*" shall mean the police agency having primary jurisdiction over a geographical area in which a special police need exists and who requests aid pursuant to this Agreement.

D. "*Responding Agency*" shall mean the police agency that sends personnel and/or equipment to a requesting agency pursuant to this Agreement.

Section 4 - Determination & Declaration of a Special Police Need:

A. The senior officer of the requesting agency shall be responsible for determining and declaring that a special police need exists within that jurisdiction.

B. Requests for mutual aid under this agreement may be initiated only when the apparent need exceeds the readily available resources of the requesting agency.

Section 5 - Request for Assistance:

Upon determining and declaring that a special police need exists, the senior officer of the requesting agency shall make a request for aid to the senior officer of the participating agencies that possess the apparent resources to respond.

Section 6 - Response to Request:

A. The senior officer of the responding agency must evaluate each request and determine whether assistance may be provided.

B. If the request is granted, the nature and extent of the response shall be determined by the senior officer of the responding agency in his/her sole discretion. In that event, the responding agency shall immediately inform the requesting agency of the nature and extent of the response and shall immediately make available such personnel and equipment as is available to meet the needs of the special police need.

C. The senior officer of the responding agency, in his/her sole discretion, may decline, with or without reason, the request for aid. In that event, it is the responsibility of the declining agency to immediately notify the requesting agency that the request for assistance has been refused.

D. No party to this Agreement shall be liable for declining to respond to a request for assistance.

Section 7 - Direction at Scene of Emergency:

The senior officer in charge of operations at the scene of a special police need shall be the commanding officer for the requesting agency. All personnel and equipment of a responding agency shall be under the control and direction of the commanding officer for the requesting agency upon arriving at the scene of the emergency.

All directions for the use of responding personnel and equipment shall be made through the highest ranking officer of the responding unit whenever possible. No officer of any responding agency shall be held liable for declining to act in the event that an order or course of action is given which is or may be considered to be improper and/or contrary to agency policy.

Section 8 - News/Press Releases

The requesting agency shall be the sole agency providing the news or media with news and/or press releases regarding the requested event/investigation. No responding agency, or any of its delegates, shall release any pertinent information which shall hinder any event or investigation for the requesting agency.

Section 9 - Withdrawal of Personnel & Equipment:

The personnel and equipment of a responding agency may be withdrawn at any time, with or without reason, at the discretion of the senior officer of a responding agency. The senior officer of the requesting agency shall be notified of the withdrawal whenever possible. A responding agency shall not be liable to a requesting agency for leaving the scene of a special police need.

Section 10 - Insurance & Liability:

A. Insurance: Each requesting and assisting party operating under this Agreement shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

B. Liability: Requesting agencies shall not be responsible for the liability or the defense of the employees, volunteers, agents, and subcontractors of the assisting parties.

Section 11 - Compensation:

A. All costs to a responding agency related to compensation and disability payment, retirement, and furlough payments, and all charges incurred for damages to or loss of equipment occurring as a result of and pursuant to this Agreement shall be borne by the responding agency.

B. No party to this Agreement shall be required to pay any compensation to any other party to this Agreement for services rendered. The mutual advantages and protections afforded by this agreement being considered adequate compensation to all of the parties.

Section 12 - Termination:

A municipality may withdraw from the Oceana County Law Enforcement Mutual Aid Agreement by providing the department heads of the other participating agencies with written notice of their intent to withdraw no less than thirty (30) days prior to the date the agency will cease to participate in this Agreement.

Section 13 - Review by Participants:

At least one representative from each responding agency shall meet as soon as feasible after the conclusion of the special police need to critique the event for the purpose of developing training and improving future plans for handling of similar situations.

Section 14 - Approval by Participants:

A. An agency may agree to participate in this Agreement by the adoption of a resolution authorizing the appropriate city, village, or county official to execute the Agreement.

B. The clerk of each member municipality or county shall furnish a certified copy of its resolution approving participation in this agreement to each of the other member agencies. Each resolution shall become effective as and between the municipalities and counties who exchange resolutions upon the date of such exchange and upon execution of this Agreement.

Section 15 – Terms of the Agreement

This agreement shall be in full force and effect until December 31, 2024.

Section 15 - Acceptance & Execution:

IN WITNESS WHEREOF, the parties have executed this Agreement, as authorized by this, the respective governing bodies on the day and year so indicated:

VILLAGE OF HESPERIA:

_____
Chief of Police Dated

_____
Village Clerk Dated

_____
Village President Dated

VILLAGE OF ROTHBURY:

_____
Chief of Police Dated

_____
Village Clerk Dated

_____
Village President Dated

VILLAGE OF PENTWATER:

Chief of Police Dated

Village Clerk Dated

Village President Dated

VILLAGE OF NEW ERA:

Chief of Police Dated

Village Clerk Dated

Village President Dated

COUNTY OF OCEANA:

Craig Mast, Sheriff Dated 1-3-21

Amy L. Anderson 2/3/2021
Oceana County Clerk Dated

Robert Walton 2/9/2021
County Board Chairperson Dated

VILLAGE OF WALKERVILLE:

Chief of Police Dated

Village Clerk Dated

Village President Dated

VILLAGE OF SHELBY:

Chief of Police Dated

Village Clerk Dated

Village President Dated

CITY OF HART:

Chief of Police Dated

City Clerk Dated

City Mayor Dated

RESOLUTION 21-07
City Council
City of Hart, Michigan
Oceana County

Accepting the updated Oceana County Law Enforcement Mutual Aid Agreement

WHEREAS, the City of Hart has historically participated in the Oceana County Law Enforcement Mutual Aid Agreement; and

WHEREAS, City of Hart desires to continue to participate in this agreement providing resources and support for our law enforcement officers;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF HART THAT,
The City agrees to the terms of the Oceana County Law Enforcement Mutual Aid Agreement; and

Authorizes the Mayor, City Clerk and Police Chief to sign the agreement.

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on February 23, 2021.

Ayes: _____ Nays: _____ Absent: _____

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

_____
Karla Swihart, City Clerk

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Resolution 2021-08 Pocket Park Change Orders

Ladies and Gentlemen,

Resolution 2021-08 covers three separate change requests but as they are being submitted to the City and to the MEDC as a single change order their total cost exceeds my individual authority to authorize but are for work that was each approved under my authority during the construction process up to the winter stoppage. The first change item was required following the discovery of a concrete foundational slab that was not on the project plans and was not known to any of the parties in the planning process. This slab removal was estimated to cost $3,244.00. The second item was the need to retrofit the "dog house" for the storm sewer main. The project plans showed that the size of the storm sewer main was 12". Once construction was started it was determined that the storm sewer in that area was in fact 18" and the connection riser (dog house) needed to be cut down to fit at a cost of $550.00. The last change was due to an omission in the contract for electrical outdoor ground boxes for the park, seven boxes for a total of $1,855.00. The total amount of the three separate items being submitted as a single change order is $5,649.00

It is my recommendation that the Council adopt Resolution 2021-08 Pocket Park Change Order #2 in the amount of $5,649.00

Lynne

RESOLUTION 21-08

City Council

City of Hart, Michigan

Oceana County

Approving the Pocket Park Change Order #2 request

WHEREAS, the City of Hart is in the process of having the Downtown Pocket Park constructed in collaboration with the MEDC and utilizing CDBG funds; and

WHEREAS, during the construction process issues have arisen that require a change to the initial contract due to unforeseen or overlooked items which include: the discovery of a concrete foundational slab that was not on the project plans and was not known to any of the parties in the planning process. Removal $3,244.00. The need to retrofit the "dog house" for the storm sewer main. The project plans showed that the size of the storm sewer main was 12". Once construction was started it was determined that the storm sewer in that area was in fact 18" and the connection riser (dog house) needed to be cut down to fit at a cost of $550.00. Due to an omission in the contract for electrical outdoor ground boxes for the park, seven boxes for a total of $1,855.00 needed to be added to the materials list. The total amount of the three separate items being submitted as a single change order is $5,649.00
;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF HART THAT,

The City Change Order #2 for concrete slab removal, retrofitting of the storm water main "dog house" structure and purchase of seven outdoor ground boxes in the amount of $5,649.;

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on February 23, 2021.

Ayes: _____ Nays: _____ Absent: _____

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

_____

Karla Swihart, City Clerk

CHANGE ORDER NO.: 2

Owner:	City of Hart	Owner's Project No.:	
Engineer:	Prein&Newhof	Engineer's Project No.:	2190300
Contractor:	Greenscape General Contracting	Contractor's Project No.:	
Project:	State Street Pocket Park Improvements		
Contract Name:			
Date Issued:	2/10/2021	Effective Date of Change Order:	2/10/2021

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional work required to remove concrete floor found below grade, adjust the storm sewer catchbasin to meet existing conditions, and provide electrical outlet ground boxes to meet electrical code.

Attachments:

Change Order Detail and supporting documentation

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 328,289.85	Original Contract Times: Substantial Completion: June 19, 2020 Ready for final payment: June 26, 2020
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: $ 0.00	**[Increase] ~~[Decrease]~~** from previously approved Change Orders No.1 to No.1: Substantial Completion: July 31, 2020 Ready for final payment: August 14, 2020
Contract Price prior to this Change Order: $ 328,289.85	Contract Times prior to this Change Order: Substantial Completion: July 31, 2020 Ready for final payment: August 14, 2020
[Increase] ~~[Decrease]~~ this Change Order: $ 5,649.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ 333,938.85	Contract Times with all approved Change Orders: Substantial Completion: July 31, 2020 Ready for final payment: August 14, 2020

Recommended by Engineer (if required)

By: _____

Title: Project Engineer

Date: 2/17/2021

Accepted by Contractor

By: Brian Lubbers

Title: President

Date: 2/11/21

Authorized by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

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Change Order

For (project):
State Street Pocket Park Improvements

From (Contractor):
Greenscape General Contracting

Change No.
2

Date:
2/10/2021

ITEM		VALUE				CHANGE	
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price	Increase in Contract Price
1	Concrete Floor Removal	1	lsum	$3,244.00	$3,244.00		3,244.00
2	Storm Sewer Field Adjustments	1	lsum	$550.00	$550.00		550.00
3	Electrical outlet boxes (material)	7	ea	$265.00	$1,855.00		1,855.00
	Change Totals						**$5,649.00**
	Net Change In Contract Price						**$5,649.00**

Matthew R. Hulst

From: Brian Cataldo <bwcataldo@yahoo.com>
Sent: Tuesday, August 25, 2020 1:59 PM
To: LLadner@cityofhart.org; Matt Levandoski; Matthew R. Hulst
Subject: RE: Hart Pocket Park Concrete

To saw cut and breakup with concrete hammer remove and dispose of concrete.
I am estimating a cost of $3,244.00

Brian Cataldo, President

Greenscape General Contracting, LLC

PO Box 133

Lake, MI 48632

email: bwcataldo@yahoo.com

Phone: 989-544-2489

Fax: 989-544-2817

Cell: 989-329-1939

On Tue, Aug 25, 2020 at 1:41 PM, Lynne Ladner <LLadner@cityofhart.org> wrote:

What work will need to change or be added that is required and what are you estimating for the cost? What work would change/be added as a best case scenario what would this scenario cost?

Lynne Ladner (she/her)

City Manager

City of Hart, MI

www.cityofhart.org



LinkedIn | Twitter | Facebook

From: Brian Cataldo <bwcataldo@yahoo.com>
Sent: Tuesday, August 25, 2020 1:23 PM
To: Matt Levandoski <mlevandoski@preinnewhof.com>; Matthew R. Hulst <mhulst@preinnewhof.com>; Lynne Ladner <LLadner@cityofhart.org>
Subject: Hart Pocket Park Concrete

Matt

We have come across a concrete slab at west end of park that is under the surface and runs out into the alley from what we can see so far 25 X 30 feet.

Please advise how you would like to proceed with cost to perform work and a change order.

Thank you.

Brian Cataldo, President

Greenscape General Contracting, LLC

PO Box 133

Lake, MI 48632

email: bwcataldo@yahoo.com

Phone: 989-544-2489

Fax: 989-544-2817

Cell: 989-329-1939

Matthew R. Hulst

From: Brian Cataldo <bwcataldo@yahoo.com>
Sent: Thursday, September 3, 2020 5:53 AM
To: Matthew R. Hulst; Matt Levandoski; Lynne Ladner
Subject: Hart Pocket Park Catch Basin Changes

Matt

Per our conversation the storm sewer main we are placing dog house on for catch basin is 18 inches not 12 inches as indicated on drawing. Dog house will have to be saw cut to remove an additional 4 inches on top, and 4 inches wider on each side to accept storm sewer main leaving only 4 inches of concrete area above pipe to top of dog house riser. You verified verbally this would be acceptable structurally.

I have included the cost for changes in dog house, please confirm this is acceptable at you earliest convenience so we may proceed.

Cost to retrofit dog house to fit existing storm sewer main. $550.00

Thank you.

Brian Cataldo, President
Greenscape General Contracting, LLC
PO Box 133
Lake, MI 48632
e-mail: bwcataldo@yahoo.com
Phone: 989-544-2489
Fax: 989-544-2817
Cell: 989-329-1939

SEITER ELECTRIC, INC.
2615 E. Ludington Dr.
Clare MI 48617

Estimate

Date	Estimate #
11/9/2020	ESTIMATE

Name / Address
Greenscape Attn. Brian Cataldo 8620 Virgil St Lake MI 48632

Project

Description	Qty	Cost	Total
Pocket Park Hart - Underground boxes			
WM XB814 Outdoor Ground box	7	250.00	1,750.00
Sales Tax	1	105.00	105.00
Lead-time is 3-4 days. Freight is free for ordering 7 boxes			

A Convenience Fee of 2% will be charged on all credit/debit card payments.

Total $1,855.00

Phone #
989-386-2851

E-mail
becky@seiterelectricinc.com

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Resolution 2021-09 Restricting the use of Energy Department Cash Reserves

---

Ladies and Gentlemen,

As the city moves forward with preparing an application to the USDA-RD Community Facilities Loan Grant program the question was brought up by USDA-RD as to whether the City had adequate funds on hand to construct the projects. The Energy Department at the end of FY 20 had an unrestricted Net Position of $4,160,782. This is a positive position to be in but with the recreation improvements that are being required of the City by FERC for the retention of the Hydro dam license, it would be unwise to utilize significant amounts of those reserves for recreation projects not related to the generation and distribution systems.

I am proposing an internal fund balance policy be adopted by the City of Hart limiting the amount of cash reserves from the fund that can be used for non-generation, non-distribution capital projects, capital purchases, and other operating expenses to not more than 15% of the cash reserves. At this time that would be $624,117 that is all that would be eligible for use for projects such as the Veteran's and Pointe Park projects.

It is my recommendation that the Council adopt Resolution 2021-09 creating a fund balance policy restricting the use of Energy Dept. cash reserves for projects not related to generation and distribution maintenance and improvements.

Lynne

RESOLUTION 21-09

City Council

City of Hart, Michigan

Oceana County

Resolution restricting the use of Energy Department Cash Reserves

WHEREAS, the City of Hart has done a very good job and continues to do a good job of balancing the financial needs of the Energy Department while also preparing for capital improvements by ensuring that adequate amounts of cash reserves are in place to complete major generation and distribution projects; and

WHEREAS, the City of Hart must make specific recreation improvements as required of the City by FERC for the retention of the Hydro dam license, and it would be unwise to utilize significant amounts of those reserves for recreation projects not related to the generation and distribution systems;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF HART THAT,

> *An internal fund balance policy be adopted by the City of Hart limiting the amount of cash reserves from the fund that can be used for non-generation, non-distribution capital projects, capital purchases, and other operating expenses to not more than 15% of the cash reserves.*

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on February 23, 2021.

Ayes: _____ Nays: _____ Absent: _____

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

_____

Karla Swihart, City Clerk

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Resolution 2021-10 Budget Amendment

Ladies and Gentlemen,

The City budgeted in FY 21 for the completion of the Church St. Water Main project which saw incurred several challenges due to underground conditions being different that previous plans had anticipated. This caused there to be a cost overrun in the project. The attached budget amendment accounts for those overruns, brings the budget into compliance in this area, and does not require the usage of any cash reserves.

Lynne

Resolution 2021-10

City of Hart - City Council - Hart, Michigan

BUDGET AMENDMENT

WHEREAS, the City Council may amend the annual budget to reflect changes in purchasing patterns or revised objectives; and

WHEREAS, City Council has authorized the bid and award Church Street water project but unexpectd underground issues caused cost overrunns; 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 HART CITY COUNCIL amends the FY2021 Annual Budget as follows:

REVENUE

	FUND	LINE ITEM	ADOPTED BUDGET	AMENDED BUDGET	JUSTIFICATION
1					
2					

EXPENDITURE

	FUND	DEPARTMENT	LINE ITEM	ADOPTED BUDGET	AMENDED BUDGET	JUSTIFICATION
1	Water	Capital Outlay	Water System Improvements	$210,000	$220,500	Church St. Cost overruns
2						
				$210,000	**$220,500**	

Moved by _____ and supported by _____ and thereafter approved by Hart City Council at a regular meeting on February 23, 2021.

Ayes: Nays: 0 Absent:

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

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Dam Embankment project

Ladies and Gentlemen,

The City has been working with Prein Newhoff on developing a cost estimate for necessary repairs to the portion of the embankment for the dam that is currently covered with rip rap and has had some concrete fill. The soil has begun eroding from underneath the rip rap and is creating hazardous conditions on the embankment that need to be repaired. I am seeking authorization for us to move forward with developing final plans and bid specifications for this project with the intent that it be bid late spring and budgeted for and completed in FY 2022 after July 1, 2021.

Lynne

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Memorandum

Date:	April 23, 2020
To:	Lynne Ladner, Mike Schiller
Organization:	City of Hart
From:	Matt Hulst, P.E.,
C:	Barbara Marczak, P.E.
Project #:	96042
Re:	Hydroelectric dam repairs

Following is a brief description of proposed improvements to the Hart Hydroelectric dam. This project was developed based on an onsite review with Mike Schiller and subsequent phone conversations.

Background

The hydroelectric dam is located at the north end of Hart Lake. The dam consists of an earthen embankment, concrete emergency spillway and a powerhouse. The powerhouse is located on the east end of the dam. The powerhouse houses the turbines, generators, and controls.

The east side of the powerhouse is experiencing erosion due to run off from the access road to the east. This erosion has caused undermining of the grouted rip-rap slope protection installed at the site. Access to the powerhouse is from a stairway, also located along the east side of the powerhouse, which needs replacement. Retaining walls along the powerhouse have also settled and the walls of the powerhouse experience leaking through cracks in the wall.

Recommended Improvements

In order to repair these issues, we recommend removing the existing retaining walls, the existing grouted rip rap, and the existing stairway. With these items removed, the eroded soil beneath them can be replaced and the powerhouse wall can be sealed. New retaining walls are recommended with a new steel or aluminum stairway.

To fix the erosion and run off issues, we recommend removing the existing access road, regrading it, and installing two catch basins and a trench drain. With proper grading and location of the catch basins, the water can be controlled prior to washing down the back of the embankment. This storm system will outlet into an existing ditch which is recommended to be stabilized with either stone or concrete blanket.

Sincerely,
Prein&Newhof



Matthew R. Hulst, P.E.

Prein&Newhof
Engineers▪Surveyors▪Environmental▪Laboratory

Estimate of Probable Cost

Owner:
City of Hart

Project Title:
Hydroelectric Slope and Stairway Improvements

Date:
April 21, 2020

Project #:
96042

Item No.	*Description*	*Quantity*	*Unit*	*Unit Price*	*Total Amount*
1	Mobilization	1	ls	$10,000	$10,000.00
2	Remove Fence	1	ls	$500	$500.00
3	Remove Grouted Rip-Rap	120	syd	$50	$6,000.00
4	Remove Retaining Walls	1	ls	$10,000	$10,000.00
5	Remove Stairway	1	ls	$5,000	$5,000.00
6	Retaining Walls	250	sft	$80	$20,000.00
7	Concrete Slope, 4 inch	250	sft	$20	$5,000.00
8	Concrete, 4 inch	405	sft	$10	$4,050.00
9	Stairway (Steel or Aluminum)	28	ft	$450	$12,600.00
10	Remove HMA and Regrade East Access Road	500	syd	$8	$4,000.00
11	HMA (3") East Access Road	500	syd	$50	$25,000.00
12	Storm Sewer, 24 inch	100	ft	$60	$6,000.00
13	Storm Structures	2	Ea.	$4,000	$8,000.00
14	Outlet	1	ls	$5,000	$5,000.00
15	Ditch Stabilization	350	ft	$45	$15,750.00
16	Powerhouse Exterior Wall Sealing	1	ls	$6,000	$6,000.00
17	Restoration	1	ls	$10,000	$10,000.00
18	Replace Fence	1	ls	$2,000	$2,000.00
				Sub-Total:	**$154,900.00**
	Allowance for Engineering, Administration, Legal, and Construction Contingencies (25%):				**$39,100**
				Total Project Cost:	**$194,000**



SCALE: 1 " = 40 '

CITY OF HART
Oceana County, MI

PROPOSED IMPROVEMENTS TO HART DAM

Prein&Newhof
96042

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Discussion regarding P & R Master Plan update

Ladies and Gentlemen,

The City of Hart's Park and Recreation Master Plan expired in 2020. In order to apply for future grant funding from the state, the City must have a current approved Parks and Rec MP on file with the state. In 2014 the City hired Fleis and Vandenbrink to complete the MP process at a cost of $6,700. In discussion with the West Michigan Shoreline Regional Development Corporation (WMSRDC), one of the services that they offer is assistance with Parks and Rec master planning. The estimated cost for WMSRDC to complete the update for the city is $7,500. The deadline for completing an updated plan is February 1, 2022, if the City believes that they may be interested in applying for funding in the normal April 1, 2022 state funding cycle.

This is a project that due to the need to hold multiple public hearings, obtain community input and review planned and completed projects takes several months to complete and it is best that we start the process earlier rather than later. Based upon the estimate that the City has obtained from WMSRDC and the amount the City approved in 2014 for the now-expired plan does the Council want to contract with WMSRDC for the update or would they prefer that we request a proposal from the three approved engineering firms for the services?

Lynne

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 2/19/2021
Re: Sale of surplus equipment.

Ladies and Gentlemen,

With the upgrade and installation of newer electric meters by the Hart Energy Department we now have surplus equipment in the form of the retired meters. As these items take up considerable space and though retired from the City may have value remaining I am seeking permission to dispose of the surplus equipment, working with Energy Superintendent Schiller to identify the best method to obtain the highest return for the City.

Mike will be available in the virtual meeting to answer questions but they would either be sold as scrap or we can advertise for an interested party that may want to purchase these meters for their personal use.

Lynne

City of Hart, Michigan

FY2020-2021
7-MONTH BUDGET REPORT

EXECUTIVE SUMMARY

FY 2021 7-MONTH REVENUE REPORT (Jan 31) 58%

	A	B	C	D	E	F
	UTILITY SALES	**BUDGETED SALES**	**SALES TO-DATE**	**PERCENT**		**Notes**
1	Water, Sewer, Electric	$ 6,996,000	$ 4,143,278	59.2%		
	GENERAL FUND	**BUDGETED REVENUES**	**REVENUES TO-DATE**	**PERCENT**		
2		$ 1,370,350	$ 698,218	51.0%		

FY 2021 7-MONTH REVENUE REPORT (Jan 31)

	MAJOR FUNDS	ORIGINAL BUDGET	AMENDED BUDGET	EXPENDED	PERCENT
3	Hydro	$ 6,296,160	$ 6,296,160	$ 2,591,925	41%
4	Water-Sewer	$ 3,225,410	$ 3,225,410	$ 1,551,353	48%
5	General	$ 1,713,390	$ 1,713,390	$ 909,357	53%
6	TOTAL	$ 11,234,960	$ 11,234,960	$ 5,052,635	45%

FY 2021 7-MONTH REVENUE REPORT (Jan 31) GENERAL FUND

Major Revenue Categories Only

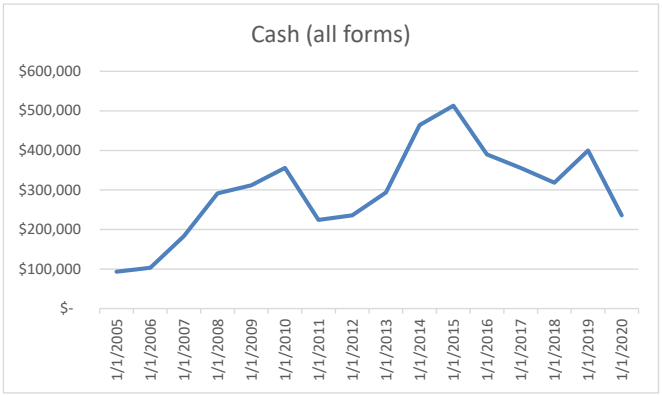
		PROPERTY TAX	LOCAL COMMUNITY STABLIZATION	STATE REVENUE SHARING & EVIP	SOLID WASTE FEES	CABLE FRANCHISE FEES	PAYMENTS IN LIEU OF TAXES	TOTAL
1								
2	Revenue To Date	$ 370,396	$ 7,839	$ 51,584	$ 113,827	$ 16,062	$ 138,510	$ 698,218
3	Projected Annual		$ -	$ -	$ -	$ -		$ -
4	Budgeted	$ 621,766	$ 15,000	$ 206,664	$ 216,000	$ 33,900	$ 277,020	$ 1,370,350
5	Surplus (Deficit)	$ (251,370)	$ (7,161)	$ (155,080)	$ (102,173)	$ (17,838)	$ (138,510)	$ (672,132)

FY 2021 7-MONTH REVENUE REPORT (Jan 31)

GENERAL FUND

	CATEGORY	ORIGINAL BUDGET	AMENDED BUDGET	EXPENDED	% EXP.	NOTES
1	City Council	$ 8,730	$ 8,730	$ 2,609	30%	
2	Administrative	$ 229,030	$ 229,030	$ 144,092	63%	
3	Elections	$ 6,600	$ 6,600	$ 5,643	85%	
4	Assessor	$ 40,493	$ 40,493	$ 17,332	43%	
5	Attorney	$ 50,000	$ 50,000	$ 31,758	64%	
6	Building and Grounds	$ 30,860	$ 30,860	$ 11,835	38%	
7	Police & Public Safety	$ 520,286	$ 520,286	$ 293,929	56%	
8	Public Works	$ 685,027	$ 685,027	$ 339,233	50%	
9	Community/Economic Development	$ 101,960	$ 101,960	$ 49,914	49%	
10	Recreation & Culture	$ 324,500	$ 324,500	$ 13,011	4%	
		$ 1,997,486	$ 1,997,486	$ 909,357	46%	

General Fund	Cash (all forms)
6/30/2005	$ 93,212
6/30/2006	$ 103,177
6/30/2007	$ 182,674
6/30/2008	$ 291,317
6/30/2009	$ 311,983
6/30/2010	$ 355,559
6/30/2011	$ 223,957
6/30/2012	$ 235,845
6/30/2013	$ 293,331
6/30/2014	$ 464,254
6/30/2015	$ 513,106
6/30/2016	$ 389,942
6/30/2017	$ 355,694
6/30/2018	$ 318,200
6/30/2019	$ 399,941
6/30/2020	$ 235,499
1/31/2021	$ 215,874



FY 2021 7-MONTH REVENUE REPORT (Jan 31) 58.30% UTILITIES

Metered Sales To All Customers

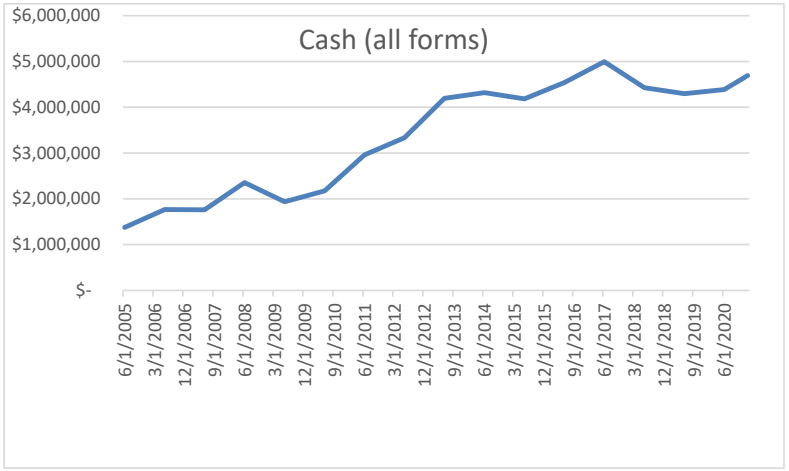
	A	B	C	D	E	F	G	H
1	Month	ELECTRIC w/EO	WATER	SEWER	COMBINED UTILITIES	CURRENT YEAR ACCUMULATED	PRIOR YEAR (PY) ACTUAL	Inc (Dec) FROM PY
2	Jul-20	$ 201,955	$ 19,224	$ 69,319	$ 290,498	$ 290,498	$ 268,069	$22,429
3	Aug-20	$ 456,555	$ 46,656	$ 152,611	$ 655,822	$ 946,320	$ 626,561	$319,759
4	Sep-20	$ 397,321	$ 48,097	$ 184,949	$ 630,367	$ 1,576,687	$ 820,737	$755,950
5	Oct-20	$ 396,999	$ 33,635	$ 186,043	$ 616,677	$ 2,193,364	$ 691,557	$1,501,807
6	Nov-20	$ 414,872	$ 26,404	$ 262,866	$ 704,142	$ 2,897,506	$ 747,864	$2,149,642
7	Dec-20	$ 416,605	$ 28,190	$ 246,417	$ 691,212	$ 3,588,717	$ 713,188	$2,875,530
8	Jan-21	$ 307,618	$ 33,552	$ 213,392	$ 554,561	$ 4,143,278	$ 481,419	$3,661,860
9	Feb-21				$ -	$ 4,143,278	$ 540,365	$3,602,913
10	Mar-21				$ -	$ 4,143,278	$ 524,565	$3,618,713
11	Apr-21				$ -	$ 4,143,278	$ 436,394	$3,706,884
12	May-21				$ -	$ 4,143,278	$ 420,669	$3,722,609
13	Jun-21				$ -		$ 830,585	-$830,585
14	Metered Sales To Date	$ 2,591,925	$ 235,757	$ 1,315,597				
15						Total		
16	Actual Sales	$ 2,591,925	$ 235,757	$ 1,315,597		$ 4,143,278		
17	Budgeted Sales w/EO	$ 5,354,423	$ 396,000	$ 1,800,000		$ 7,550,423		
18	Surplus (Deficit)	$ (2,762,498)	$ (160,243)	$ (484,403)		**$ (3,407,145)**		
19	To-Date	48%	60%	73%		**55%**		

Note: Jul-18 revenues are for mid-June to mid-July billing period. Due to auditing protocol, the pro rata share of revenue will be credited to prior fiscal year.
Entire amount shown for trending purposes since the pro-rata share will be recaptured in the mid-June to mid-July 2019 billing.
EO = Energy Optimization charges

FY 2021 7-MONTH REVENUE REPORT (Jan 31) HYDRO FUND

	CATEGORY	ORIGINAL BUDGET	AMENDED BUDGET	EXPENDED	% EXP.	NOTES
1	Dam Production	$ 277,876	$ 277,876	$ 180,675	65%	
2	Diesel Production	$ 75,276	$ 75,276	$ 17,626	23%	
3	Purchased Power	$ 3,340,286	$ 3,340,286	$ 1,175,440	35%	
4	Distribution	$ 803,853	$ 803,853	$ 228,766	28%	
5	Accounting	$ 234,952	$ 234,952	$ 105,996	45%	
6	Administration	$ 582,456	$ 582,456	$ 235,707	40%	
7	Debt Service	$ -	$ -	$ -	0%	
8	Capital Outlay	$ 165,000	$ 165,000	$ 16,727	10%	
		$ 5,479,699	$ 5,479,699	$ 1,960,935	36%	

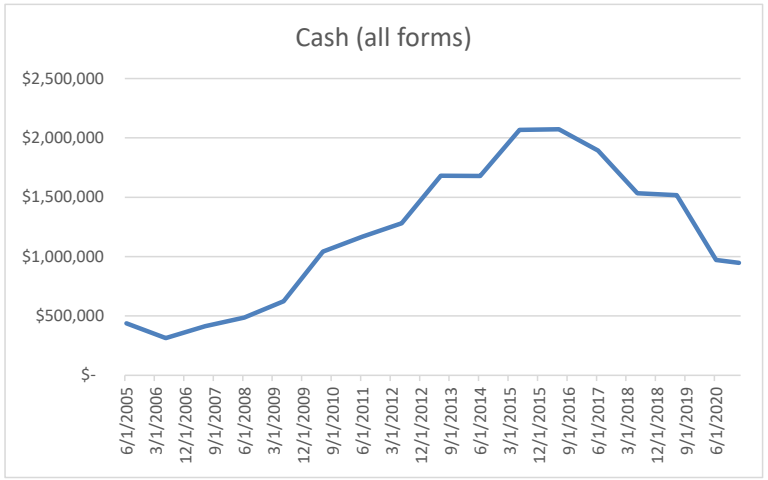
Date	Cash (all forms)
6/30/2005	$ 1,376,180
6/30/2006	$ 1,768,379
6/30/2007	$ 1,762,361
6/30/2008	$ 2,353,381
6/30/2009	$ 1,936,276
6/30/2010	$ 2,175,084
6/30/2011	$ 2,960,585
6/30/2012	$ 3,333,330
6/30/2013	$ 4,192,240
6/30/2014	$ 4,319,225
6/30/2015	$ 4,181,189
6/30/2016	$ 4,542,250
6/30/2017	$ 4,994,872
6/30/2018	$ 4,428,605
6/30/2019	$ 4,299,146
6/30/2020	$ 4,388,744
1/31/2021	$ 4,694,276

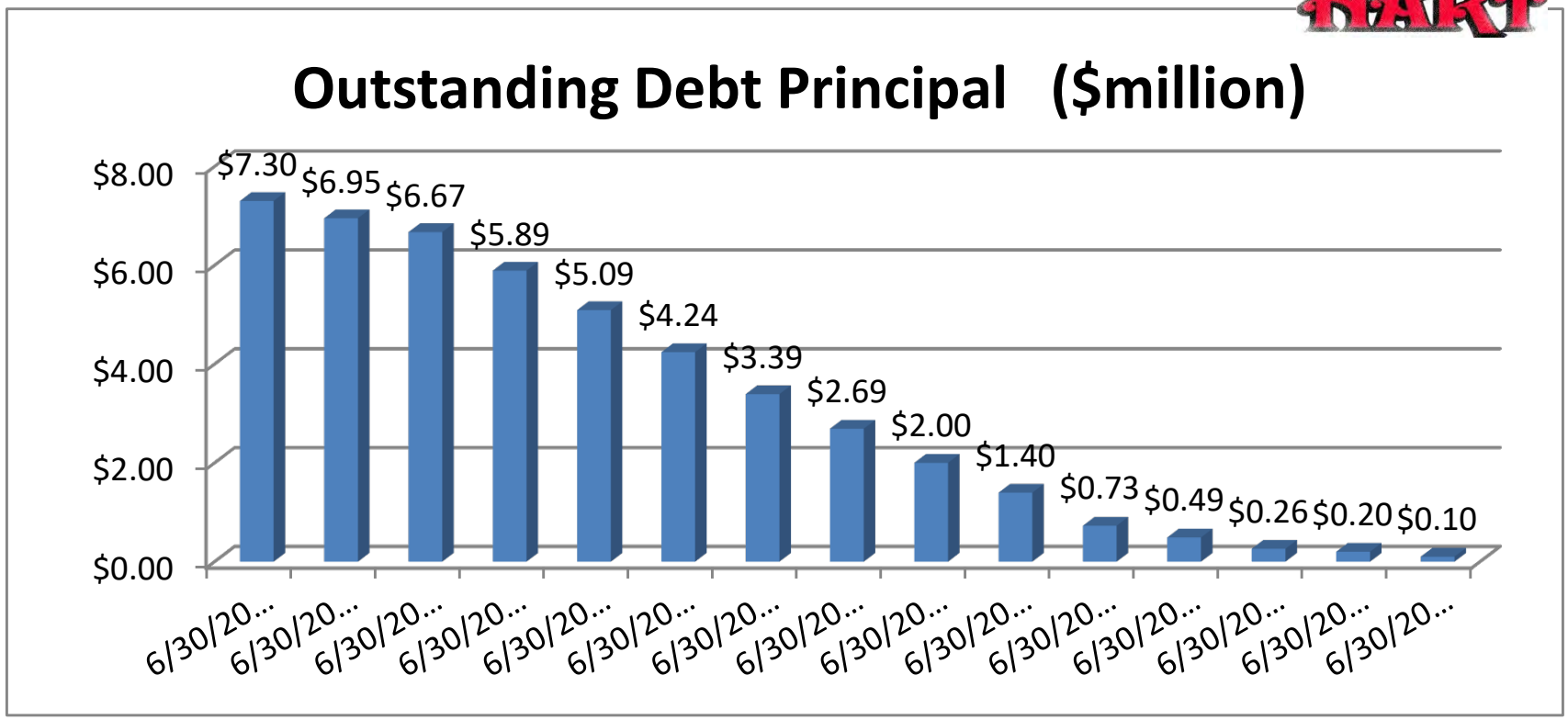


FY 2021 7-MONTH REVENUE REPORT (Jan 31) WATER-BIOPURE FUND

	CATEGORY	ORIGINAL BUDGET	AMENDED BUDGET	EXPENDED	% EXP.	NOTES
1	BioPureTreatment	$ 1,015,442	$ 1,015,442	$ 334,780	33%	
2	BioPure Lift Stations	$ 54,604	$ 54,604	$ 27,142	50%	
3	Sewer Collection	$ 427,650	$ 427,650	$ 9,982	2%	
4	BioPureAdministration	$ 285,893	$ 285,893	$ 132,191	46%	
5	BioPure Debt	$ -	$ -	$ -	0%	
6	Water Production	$ 63,989	$ 63,989	$ 24,655	39%	
7	Water Transmission	$ 45,772	$ 45,772	$ 40,099	88%	
8	Water Administration	$ 107,039	$ 107,039	$ 53,850	50%	
9	Water Debt	$ -	$ -	$ -	0%	
10	Capital-BioPure	$ -	$ -	$ -	0%	
11	Capital-Water	$ 210,000	$ 210,000	$ 220,297	105%	
		$ 2,210,389	$ 2,210,389	$ 842,996	38%	

Date	Cash (all forms)
6/30/2005	$ 438,796
6/30/2006	$ 313,686
6/30/2007	$ 413,676
6/30/2008	$ 487,149
6/30/2009	$ 623,793
6/30/2010	$ 1,042,392
6/30/2011	$ 1,168,763
6/30/2012	$ 1,280,450
6/30/2013	$ 1,680,908
6/30/2014	$ 1,679,712
6/30/2015	$ 2,068,357
6/30/2016	$ 2,072,771
6/30/2017	$ 1,894,477
6/30/2018	$ 1,532,849
6/30/2019	$ 1,517,801
6/30/2020	$ 972,362
1/31/2021	$ 947,843




Outstanding Debt Principal ($million)
$8.00
$6.00
$4.00
$2.00
$0.00
$7.30
$6.95
$6.67
$5.89
$5.09
$4.24
$3.39
$2.69
$2.00
$1.40
$0.73
$0.49
$0.26
$0.20
$0.10
6/30/20...
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