

City of Hart, Michigan
CITY COUNCIL AGENDA
July 27, 2021, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

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

1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Powers, Rybarz Jr., Trygstad, Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter that is not included on the agenda for a public hearing by the Council. We ask that you please limit your comments to 3 minutes**
 - a. Correspondence, Events, Presentations
6. Consent Agenda:
 - a. Approval of Minutes from July 13, 2021 Council meeting.
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports – Police/BioPure/Public Works/Energy/*C&E Dvlp.
7. Action Items
 - a) Resolution 2021 – 60 Authorize City Manager to execute lease agreement on purchase of Street Sweeper
 - b) Resolution 2021 – 61 Acceptance of American Rescue Act Funds and Establish Fund 285
 - c) Resolution 2021 – 62 Approve pay rate increase for Energy Department staff
 - d) Resolution 2021 – 63 Authorization to accept engineering proposal to perform electric system modeling
8. Discussion Items
 - a. Hart Area Fire Department property ownership
 - b. Boards and Comissions – discussion on current appointee schedule conflicts
9. City Manager Report
10. Communications from the Mayor and Council
11. Adjournment –

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**CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
JULY 13th 2021
MINUTES – DRAFT**

PRESENT: Mayor Vicki Platt, Councilors: Catalina Burillo, Jim Evans, Dean Hodges, Mike Powers, Fred Rybarz, and Kris Trygstad.

ABSENT: NONE

OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, Bio-Pure – Paul Cutter, DPW Superintendent – Brad Whitney, Energy Superintendent – Michael Schiller, Nichole Kleiner (HEART), Police Chief – Juan Salazar, Sharon Hallack, Bill Volpp, Cynthia Fout, and Gail Miller

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

APPROVAL OF AGENDA: M. Powers motioned to approve the agenda and was supported by J. Evans
• Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS: NONE

CORRESPONDENCE, EVENTS, PRESENTATIONS: None

CONSENT AGENDA:

- Approval of *Amended* minutes from June 22nd, 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: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2021-58 Designate Oceana County Drain Commissioner to review development of site plans. The Oceana County Drain Commissioner ("Drain Commissioner") is qualified and capable of conducting the review of stormwater issues arising in connection with site plans submitted for approval under the Hart City Zoning Ordinance, and the Drain Commissioner has agreed to provide such reviews on behalf of the City, pursuant to the Drain Commissioner's schedule of fees for such reviews; and the City Council determines that it is within the best interest of the public health, safety, and welfare to authorize the Drain Commissioner to provide such reviews on behalf of the City in connection with the stormwater issues arising under any site plans submitted for approval under the Hart City Zoning Ordinance. Therefore be it resolved that the Hart City Council
 1. The City Council hereby requires that all developments and redevelopments subject to site plan review under the Hart City Zoning Ordinance shall be submitted by the applicant for review by the Drain Commissioner for all stormwater issues arising in connection with development or redevelopment. No site plan shall be approved by the City Planning Commission until such review has been conducted by the Drain Commissioner, and a report of such review has been provided to the Planning Commission. The Drain Commissioner's review shall be consistent with the Oceana County Drain Commissioner Subdivision Drainage Rules and Storm Water Design Criteria in place at the time of the review.
 2. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.
 - F. Rybarz motioned to approve Resolution 2021-58 and supported by J. Evans.
 - Ayes: 7 Nays: 0 Absent: 0
- Resolution 2021-59 Authorize City Inclusion in County Brownfield Redevelopment Authority The Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), authorizes the County of Oceana (the "County") to establish a Brownfield Redevelopment Authority; and the Board of County Commissioners has determined that it is in the best interest

of the County to establish and provide for the operation of a Brownfield Redevelopment Authority ("Authority") pursuant to the Act; and subject to change that may hereafter be made pursuant to the Act, the Authority may exercise its power over property located within the boundaries of the County, provided that the Authority does not exercise its power over property located within a city, village or township located in the County unless such city, village or township has adopted a resolution concurring with the inclusion of such property; and the Local Unit has determined that it is in the best interest of the Local Unit to join the Authority, so it permits property located within its municipal boundaries to be included in the Brownfield Redevelopment Authority of the County of Oceana.

Therefore be it resolved that the Hart City Council

1. The Local Unit hereby agrees to opt into the Authority so that all property located within its municipal boundaries shall be included under the Brownfield Redevelopment Authority of the County of Oceana.
2. The City of Hart Clerk shall promptly file a certified copy of this Resolution with the Oceana County Clerk
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.
 - o J. Evans motioned to approve Resolution 2021-59 and supported by M. Powers
 - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Special Events permit for inspiReading book distribution on 07/26/2021 location Hart Commons.
 - o J. Evans motioned to approve Special Events Permit for InsprReading book Distribution and supported by C. Burillo
 - Ayes: 7 Nays: 0 Absent: 0

CITY MANAGER'S REPORT:

- City Manager R. Splane gave a copy of the Manager's report to all Council members to review. A few items he touched base on
- American Rescue Plan Funds, Meeting scheduled July 14th in the AM to discuss disbursement of funds and discussion between local government officials on community needs and possible collaborations. The City of Hart is already registered for the funding and will be receiving \$216,455. Beginning funding is planned to be available by the end of July 2021, with these funds must be allocated by 2025 and used by 2027. Direction from the state is that these funds should be allocated carefully to maximize their benefit.
- Community outreach and communication is something I have continued to research and would like to update our already in place Facebook page that allows the general public to comment on posts but cannot create posts. Id likes to propose a 2nd Facebook page– City of Hart Community members to ask questions or share community-related information. Page rules would stipulate a code of conduct, which could be regularly monitored by City staff and Council.
- Our Line-workers/Utility employees have currently addressed there is a significant wage disparity. Union Contracts are negotiated every three years; our journey/linemen are currently making just over \$40.00 hr. Right now, Great Lakes Energy is making 48.50 hr ("Currently Hiring"), and Consumer Energy is moving their workers up to \$60.00 hr this fall ("Currently Hiring"). Our employees are happy working for the City of Hart, but I'd hate for it to come down to where they could make a substantially higher amount of money going somewhere else. City Manager R. Splane asked the Council to think on this and if there should be some kind of an emergency raise for them or possibly open contract negotiations early, but there will be an action item on the agenda for the next council meeting.
- Hart Motel was purchased by an entity that is affiliated with Peterson Farms. However, they did hire a management company to run it, and right now, they are doing some upgrades around the property and still plan to run it as a motel going forward.
- Pocket Park is near completion, just working on a few warranty issues.
- City of Hart is working on upgrades to our network and will like to implement devices to all boards, so everyone is working under the City's network and license.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- J. Evans wanted to bring up a few items

I received a few complaints from residents regarding the WIFI at Hart Commons, and is it possible that we have someone look into the strength of the WIFI there. Also, I invited one of my neighbors, Gail Miller would like to speak.

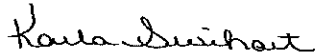
Gail Miller moved to the area last October. She loves the area but has noticed the lack of advertisement for the events that take place within the City of Hart. Being someone new to the community just wanted to bring it to the attention that the City of Hart could draw in more people with advertisement.

- C. Burillo asked about the DPW building and if there are plans on updating it.
- Mayor V. Platt wanted to thank everyone who made it possible for the Vietnam Wall to come to the City of Hart. It was such an honor for the community to be able to go and pay tribute. Special thank you to Gina Mead and Paul Erickson for all your hard work.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 8:06 pm upon a motion by C. Burillo and supported by J. Evans. The next regularly scheduled meeting will be on July 27th, 2021, at 7:30 pm.

Respectfully Submitted



Karla Swihart , City Clerk

Payables Date: 7/27/2021	Description	Total	General +	DPW	Energy	BPTF	Water
Adams Heating & Cooling	Annual Svc - Trane A/C	\$ 242.00				\$ 242.00	
Blue Cross/Blue Shield - Medi	August Ins Prem	\$ 3,076.44	\$ 1,625.38		\$ 1,271.60	\$ 89.73	\$ 89.73
Blue Cross/Blue Shield - Reg.	August Ins Prem	\$ 9,407.11	\$ 3,737.32	\$ 1,189.30	\$ 1,833.95	\$ 2,396.16	\$ 250.38
Charter	Internet @ Commons	\$ 114.99			\$ 114.99		
Delta Dental	August Ins Prem	\$ 1,417.08	\$ 518.66	\$ 89.37	\$ 469.84	\$ 251.44	\$ 87.77
Fish Window	City Hall Window Cleaning	\$ 105.00	\$ 105.00				
Freed Management	#8 JGP Managers	\$ 3,570.00	\$ 3,570.00				
Grand Rental Station	Excavator Rental	\$ 380.80			\$ 380.80		
Guardian	August Ins Prem	\$ 916.30	\$ 314.36	\$ 128.48	\$ 276.44	\$ 158.45	\$ 38.57
Guardian	July Ins Prem	\$ 757.46	\$ 262.63	\$ 128.48	\$ 231.21	\$ 127.51	\$ 7.63
HACH	Lab Supplies	\$ 391.31				\$ 391.31	
Hallack Contracting	#2 Stg Lagoon 4 liner Repair	\$ 2,650.00				\$ 2,650.00	
Idexx	Lab Supplies	\$ 6,378.28				\$ 6,378.28	
Independents Svc Co	Vinyl Bulletin - HEART	\$ 171.87	\$ 171.87				
Integrity Business Solutions	N. K. Desk - HEART	\$ 1,124.99	\$ 1,124.99				
Jons to Go	Portable Restrooms	\$ 222.00			\$ 222.00		
JR Accounting	Accounting Assistance	\$ 330.00	\$ 330.00				
Lawson-Fisher	Ferc Licensing Req	\$ 3,863.32			\$ 3,863.32		
LEAF	Police Printer Lease Fee	\$ 39.00	\$ 39.00				
Microbiologics	Water Testing	\$ 372.22				\$ 372.22	
Mika Meyers	Legal Services	\$ 13,290.00	\$ 13,290.00				
MPPA	Purchased Power	\$ 77,094.17			\$ 77,094.17		
MPPA	Purchased Power	\$ 26,426.40			\$ 26,426.40		
NCL	Lab Supplies	\$ 69.91				\$ 69.91	
Oceana County Road Commission	Equip Rental/Asphalt/Gravel	\$ 3,388.65		\$ 3,388.65			
PixelGraphix	Envelopes	\$ 300.00	\$ 300.00				
Power Line Supply	Parts/Supplies	\$ 125.00			\$ 125.00		
Power Line Supply	Parts/Supplies	\$ 1,192.13			\$ 1,192.13		
Power Line Supply	Parts/Supplies	\$ 2,853.90			\$ 2,853.90		
Power Line Supply	Parts/Supplies	\$ 92.11			\$ 92.11		
Power Line Supply	Parts/Supplies	\$ 233.75			\$ 233.75		
Power Line Supply	Parts/Supplies	\$ 1,719.20			\$ 1,719.20		
Power Line Supply	Parts/Supplies	\$ 33.00			\$ 33.00		
Powers, Mike	BOR	\$ 25.00	\$ 25.00				
Pranger	Cleaning Svcs - City Hall	\$ 168.00	\$ 168.00				
Prein & Newhof	Various Projects	\$ 8,363.77	\$ 3,589.20	\$ 912.00		\$ 3,862.57	
Rossiter, Steve	BOR	\$ 25.00	\$ 25.00				
State of Michigan	Water Samples	\$ 1,160.00					\$ 1,160.00
Windridge	Applique for Dump Truck	\$ 464.00		\$ 464.00			
		\$ -					
	Subtotal	\$ 172,554.16	\$ 29,196.41	\$ 6,300.28	\$ 118,433.81	\$ 16,989.58	\$ 1,634.08
HAND CHECKS/ACH							
Alerus - ACH	City Share 401 Retirement	\$ 3,028.56	\$ 3,028.56				
US Postmaster	Postage	\$ -					
		\$ -					
		\$ -					
	TOTAL HAND CHECKS	\$ 3,028.56	\$ 3,028.56	\$ -	\$ -	\$ -	\$ -
	Sub-Total Regular Bills/Hand Checks	\$ 175,582.72	\$ 32,224.97	\$ 6,300.28	\$ 118,433.81	\$ 16,989.58	\$ 1,634.08
Gross Payroll	515	\$ 60,619.61					
	Sub-Total	\$ 60,619.61					
	GRAND TOTAL	\$ 236,202.33	\$ 32,224.97	\$ 6,300.28	\$ 118,433.81	\$ 16,989.58	\$ 1,634.08

07/19/2021

Employee Earnings Summary Report

Pay 515

From: 07/22/2021 To: 07/22/2021

Pay Code	Regular Pay	Overtime Pay	Total Pay	Pay Code	Regular Pay	Overtime Pay	Total Pay
32DPW				112HPD			
15X	0.00	116.25	116.25	HOURLY	152.00	0.00	152.00
ETO	103.32	0.00	103.32	Employee Totals:	152.00	0.00	152.00
HOL	206.64	0.00	206.64				
HOURLY	1,963.08	0.00	1,963.08	113HPD			
Employee Totals:	2,273.04	116.25	2,389.29	225X	0.00	681.89	681.89
				HOL	220.40	0.00	220.40
85HPD				HOURLY	1,900.95	0.00	1,900.95
225X	0.00	619.90	619.90	Employee Totals:	2,121.35	681.89	2,803.24
ETO	551.00	0.00	551.00				
HOL	220.40	0.00	220.40	200F			
HOURLY	1,377.50	0.00	1,377.50	ETO	145.52	0.00	145.52
Employee Totals:	2,148.90	619.90	2,768.80	HOL	145.52	0.00	145.52
				HOURLY	1,164.16	0.00	1,164.16
35DPW				Employee Totals:	1,455.20	0.00	1,455.20
HOURLY	926.50	0.00	926.50				
Employee Totals:	926.50	0.00	926.50	115HPD			
				HOURLY	1,853.00	0.00	1,853.00
002HHD				Employee Totals:	1,853.00	0.00	1,853.00
HOURLY	516.00	0.00	516.00				
Employee Totals:	516.00	0.00	516.00	16WWP			
				15X	0.00	413.18	413.18
23HYD				2X	0.00	104.92	104.92
ETO	123.48	0.00	123.48	ETO	288.53	0.00	288.53
HOL	329.28	0.00	329.28	HOL	209.84	0.00	209.84
HOURLY	3,169.32	0.00	3,169.32	HOURLY	1,600.03	0.00	1,600.03
Employee Totals:	3,622.08	0.00	3,622.08	Employee Totals:	2,098.40	518.10	2,616.50
15WWP				001HHD			
ETO	295.84	0.00	295.84	HOURLY	765.60	0.00	765.60
HOL	295.84	0.00	295.84	Employee Totals:	765.60	0.00	765.60
HOURLY	2,366.72	0.00	2,366.72				
Employee Totals:	2,958.40	0.00	2,958.40	89HPD			
				HOL	258.80	0.00	258.80
03OFF				HOURLY	2,329.20	0.00	2,329.20
ETO	406.31	0.00	406.31	Employee Totals:	2,588.00	0.00	2,588.00
HOL	173.36	0.00	173.36				
HOURLY	1,153.93	0.00	1,153.93	31HYD			
Employee Totals:	1,733.60	0.00	1,733.60	ETO	395.68	0.00	395.68
				HOL	395.68	0.00	395.68
41DPW				HOURLY	3,165.44	0.00	3,165.44
15X	0.00	222.81	222.81	Employee Totals:	3,956.80	0.00	3,956.80
ETO	103.32	0.00	103.32				
HOL	206.64	0.00	206.64	82HPD			
HOURLY	1,963.08	0.00	1,963.08	ETO	565.80	0.00	565.80
Employee Totals:	2,273.04	222.81	2,495.85	HOL	226.32	0.00	226.32
				HOURLY	1,697.40	0.00	1,697.40
30HYD				Employee Totals:	2,489.52	0.00	2,489.52
ETO	164.64	0.00	164.64				
HOL	329.28	0.00	329.28	24OFF			
HOURLY	3,128.16	0.00	3,128.16	HOURLY	3,376.80	0.00	3,376.80
Employee Totals:	3,622.08	0.00	3,622.08	Employee Totals:	3,376.80	0.00	3,376.80
106HPD				19OFF			
HOURLY	152.00	0.00	152.00	ETO	935.20	0.00	935.20
Employee Totals:	152.00	0.00	152.00	HOL	187.04	0.00	187.04
				HOURLY	748.16	0.00	748.16
108HPD				Employee Totals:	1,870.40	0.00	1,870.40
HOL	220.40	0.00	220.40				
Employee Totals:	220.40	0.00	220.40	21HYD			
				15X	0.00	123.48	123.48
19WWP				ETO	452.76	0.00	452.76
15X	0.00	77.50	77.50	HOL	658.56	0.00	658.56
2X	0.00	103.32	103.32	HOURLY	2,181.48	0.00	2,181.48
HOL	206.64	0.00	206.64	Employee Totals:	3,292.80	123.48	3,416.28
HOURLY	1,859.76	0.00	1,859.76				
Employee Totals:	2,066.40	180.82	2,247.22	25HYD			
				15X	0.00	82.78	82.78
04HRT				2X	0.00	248.31	248.31
ETO	231.75	0.00	231.75	ETO	331.08	0.00	331.08
HOL	206.00	0.00	206.00	HOL	220.72	0.00	220.72
HOURLY	1,622.25	0.00	1,622.25	HOURLY	1,876.12	0.00	1,876.12

07/19/2021		Employee Earnings Summary Report		Pay 515	
From: 07/22/2021 To: 07/22/2021					
Employee Totals:	2,060.00	0.00	2,060.00	Employee Totals:	2,427.92 331.09 2,759.01
46DPW				42DPW	
ETO	209.84	0.00	209.84	ETO	499.36 0.00 499.36
HOL	209.84	0.00	209.84	HOL	249.68 0.00 249.68
HOURLY	1,888.56	0.00	1,888.56	HOURLY	1,747.76 0.00 1,747.76
Employee Totals:	2,308.24	0.00	2,308.24	Employee Totals:	2,496.80 0.00 2,496.80
Grand Totals:					
15X	0.00	1,036.00	1,036.00		
225X	0.00	1,301.79	1,301.79		
2X	0.00	456.55	456.55		
ETO	5,803.43	0.00	5,803.43		
HOL	5,376.88	0.00	5,376.88		
HOURLY	46,644.96	0.00	46,644.96		
TOTAL:	57,825.27	2,794.34	60,619.61		

For Payroll ID: 127

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

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross	Check Date
32DPW - ADAMS, MATTHEW T								
15X	101-441.000-702.900	0.00	0.00	0.00	3.00	116.25	116.25	07/22/2021
Employee Totals:					3.00	116.25	116.25	
85HPD - ANDERSON, SHAWN T								
225X	101-301.000-702.900	0.00	0.00	0.00	10.00	619.90	619.90	07/22/2021
Employee Totals:					10.00	619.90	619.90	
41DPW - EISENLOHR, MICHAEL D								
15X	101-441.000-702.900	0.00	0.00	0.00	5.75	222.81	222.81	07/22/2021
Employee Totals:					5.75	222.81	222.81	
19WWP - KIES, CHRISTOPHER A								
15X	590-527.100-702.900	0.00	0.00	0.00	2.00	77.50	77.50	07/22/2021
2X	590-527.100-702.900	0.00	0.00	0.00	2.00	103.32	103.32	07/22/2021
Employee Totals:					4.00	180.82	180.82	
113HPD - MANTYCK, ELIZABETH A								
225X	101-301.000-702.900	0.00	0.00	0.00	11.00	681.89	681.89	07/22/2021
Employee Totals:					11.00	681.89	681.89	
16WWP - RIGGS, JASON J								
15X	101-441.000-702.900	0.00	0.00	0.00	10.50	413.18	413.18	07/22/2021
2X	591-547.300-702.900	0.00	0.00	0.00	2.00	104.92	104.92	07/22/2021
Employee Totals:					12.50	518.10	518.10	
21HYD - VAN AGTMAEL, SCOTT A								
15X	580-537.300-702.900	0.00	0.00	0.00	2.00	123.48	123.48	07/22/2021
Employee Totals:					2.00	123.48	123.48	
25HYD - VAN ZOEREN, ANDREW								
15X	590-527.100-702.900	0.00	0.00	0.00	2.00	82.78	82.78	07/22/2021
2X	590-527.100-702.900	0.00	0.00	0.00	4.50	248.31	248.31	07/22/2021
Employee Totals:					6.50	331.09	331.09	
Grand Totals:		0.00	0.00	0.00	54.75	2,794.34	2,794.34	

HART AREA FIRE
ADMINISTRATIVE BOARD

Meeting Minutes- June 24, 2021

The Hart Area Fire Administrative Board Meeting was called to order by Chairman Gary Beggs at 7:00PM. Others present for the meeting were, Mike Powers, Jerry Schaner, Clancy Aerts, Dale Stevenson, Mike Potter, Jake Whelpley and Chief Fuehring.

Absent from the meeting was Jay McGhan

Motion was made by Aerts and supported by Stevenson to approve the agenda as presented. Voice Vote, all Yes. Motion carried.

There were no audience comments.

Motion was made by Powers and supported by Aerts to approve the minutes of the May 27, 2021 meeting as presented. Voice vote. All yes. Motion carried.

Treasurer report indicated a total of \$28,615.99 in bills for approval. Motion was made by Whelpley to pay the bills which was supported by Stevenson. Roll Call Vote, All Yes Motion Carried.

Chief Fuehring introduced the three Hart Fire Fighters, Kyle Dillingham, Grant Boring and Alex Hardy have completed the required training.

Under Old Business it was decided to get a property line survey for the property's in question. Motion to have the survey was made by Doran and supported by Whelpley. Roll call Vote, All Yes. Motion carried.

The board approved the credit card policy, and decided the Chief and Treasurer would be issued a credit card. Voice Vote. All Yes. Motion card

Motion by Whelpley and supported by Doran to adjourn the meeting. Voice Vote, all Yes. Motion carried.

Respectfully Submitted,

Dwight Fuehring, Chief



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: July 27th, 2021

RECENT EVENTS

From Thursday, July 8th, 2021, through Wednesday, July 21st, 2021, the Hart Police Department received 88 complaints ranging from Property Damage Crashes, Medical Assists, Fraud Complaints, Assist to Other Agencies, Animal Complaints, Disturbances, Larcenies, Domestic Assaults, Harassment Complaints, Found Property, Suspicious Situations, Warrant Arrests, Assault & Batteries, Medical Assists, Well-Being Checks and Trespassing Complaints.

On Sunday, July 11th, 2021, the Hart Police Department was dispatched to the 100 block of Wigton Street referencing a dog bite. A 58-year-old Hart man stated he was walking on Wigton Street when a dog broke free from his leash and came running directly to the man. The dog bit the man in the right thigh and right calf area. After the incident, the man self-transported himself to Mercy Health Lakeshore Hospital in Shelby for his injuries. Oceana County Animal Control was notified of this incident.

On Sunday, July 11th, 2021, the Hart Police Department was dispatched to the Michigan State Police Hart Post parking lot to assist with a disturbance within the parking lot. A Trooper was investigating a threats complaint, which originated within Oceana County. While the Trooper was investigating this complaint, a 33-year-old Mears man was noted to be acting erratically. During the investigation, the man attempted to tackle the Trooper. The man was taken into custody for his actions and lodged at the Oceana County Jail.

On Monday, July 12th, 2021, the Hart Police Department was dispatched to the 700 block of East Main Street, referencing a Domestic Assault/Disturbance. A 45-year-old Rockford woman, who was intoxicated at the time, was visiting with her ill father when an argument arose between the Rockford woman and her sister, a 40-year-old Grand Rapids woman. The Grand Rapids woman claims during the argument, the Rockford woman shoved her. The Rockford woman was escorted off the property by the officer and later turned over to her husband, who had arrived on the scene. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Monday, July 12th, 2021, the Hart Police Department was dispatched to the 1000 block of Griswold Street regarding a threat of workplace violence. A 31-year-old Muskegon man was in the process of being fired from his place of employment and had made several comments that if he was being fired, "the Hart office better watch out." An investigation is ongoing.

On Tuesday, July 13th, 2021, the Hart Police Department was dispatched to the 10 block of North Peach Street about a Domestic Assault that had taken place between Tuesday, July 7th, 2021, to Wednesday, July 8th, 2021. A 63-year-old Hart woman stated she had been shoved by a 30-year-old Illinois woman. The Hart woman had received lacerations to her head, shoulder, and calf area due to this assault. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Wednesday, July 14th, 2021, the Hart Police Department was dispatched to the 700 block of East Main Street, referencing a disturbance. A 90-year-old Pentwater man attempted to remove his wife, an 84-year-old Pentwater woman, from the facility. The Pentwater man was advised he could not remove his wife, at which time the children of the man, a 49-year-old Pentwater woman and 59-year-old Ludington man, arrived on the scene. During a conversation with all parties involved, the Pentwater man attempted to assault, by punching, the Ludington man. The 49-year-old Pentwater woman was able to stop the assault from occurring. A report will be submitted to the Oceana County Prosecutor's Office for his review.

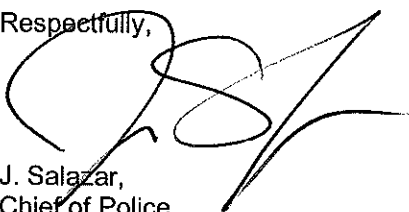
On Wednesday, July 14th, 2021, the Hart Police Department noted a 51-year-old Hart man in the 400 block of Hart Street who had an active/valid warrant for his arrest out the Ludington Police Department. After confirming the warrant, the man was contacted, and the Ludington Police Department requested the man to be arrested. The man was arrested and lodged in the Mason County Jail.

On Thursday, July 15th, 2021, the Hart Police Department was dispatched to the 500 block of Dryden Street regarding a Felonious Assault. A 35-year-old Hart man stated an unknown individual in a vehicle had pulled directly in front of his home and brandished a knife in the direction of the man. An investigation is ongoing.

On Sunday, July 18th, 2021, the Hart Police Department was requested to assist the Oceana County Sheriff Office with a reckless driver on Southbound US31 Expressway near Tyler Road. The vehicle was reported to be all over the roadway, from ditch to ditch. The vehicle was located, and a traffic stop was conducted. A 33-year-old Shelby man was arrested and lodged at the Oceana County Jail for Operating a Motor Vehicle While Intoxicated (Alcohol).

Respectfully,

J. Salazar,
Chief of Police

A handwritten signature in black ink, appearing to be 'J. Salazar', written over the typed name and title.

DPW REPORT

July 27, 2021

- Grass Cutting Daily
- Checked 2 Sewer Mains, No Plugged Mains
- Check Wells/Towers/Booster Pump Weekly
- Read Water & Electric Meters
- Monthly Water Samples
- Fixing Signs and Sign Post
- 77 Miss Digs in This Month, A Lot of Work Being Done Around Town
- Empty Garbage Cans Daily
- Clean Hart Commons and Pocket Park Daily
- Inspect and Clean Playgrounds Daily
- Cold Patch Roads, Weekly
- Grade Gravel Roads, As Needed
- Landscaping Multiple Projects
- Sweep Streets, With the Demo Sweeper I am Hoping to Purchase.
- Weeding Flower Beds
- 2 More Residents Installing Irrigation Systems, We Supply a Separate Water Meter.
- We Are Running out of Water Meters. They are Reliant on a Chip System which is Not Available Right Now, Just like Cars and Trucks. Water Meter Readers are Now Gone.
- 2 New "Way" Signs Installed. One at the Rail Trail Parking Lot. One at Wood & Water Streets. This One We Rebuilt the Entire Wooden Frame Also.
- Cross Walks and Parking Spaces Continue to be painted. We Should Finish This Week.
- We Are Going to Rent a Concrete Planner to Plane off some of our "Worse" Sidewalks, After the Painting is done.
- New Sign Installed for the "Brush Bins" at The D.P.W.
- D.P.W. Crew Received Some Training on the New Water Fountain and Sprinkler System in the Pocket Park.



Hart Energy Department

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

Council Report 7/27/2021

The Energy Department is doing well. We have been staying busy with multiple projects.

We did complete the lever Rd project which consist of four power poles and 3200' over head conductors. We also have completed Lake Rd project that was changing about 350' of overhead to underground wiring.

The Energy Department is now in the process of changing out power poles that have failed a pole test inspection. American Energy Services has started our pole inspection survey. We are anticipating having to change out numerous poles in the near future. The pole survey should be done by the end of the week so we will have a good idea by then what we're up against.

We also continue to do numerous missdigs and routine maintance.

Thank You,

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





HEART DIRECTOR'S REPORT

July 27, 2021

Updates

- Onboarded new HEART board members and executed a strategic planning session with HEART board to set FY21-22 goals.
- Participating in countywide discussion on next steps for a training center in Oceana.
- Social District was approved through Liquor Control Commission – waiting on application from eligible licensees before continuing with logo, signage, etc and creating a webpage on HEART's site with information, rules, maps, etc (project on pause until licensees apply to the state)
- Music on the Commons promotion and execution – ongoing.
- \$25,000 grant disbursement paid to Stella's Coffee House.
- The Creeks development, Ceres Solution Property... ongoing.
- Ongoing development leads and economic development assistance as needed
- Met with Valley Sign for citywide Wayfinding Designs
- New 4'x8' signs are installed at bike trailheads on Wood/Water & Polk St near Hansen Foods.
- TIFA - creating a new Plan with updated project goals along with reconfiguring their base tax amount, current tax capture, taxable units and preparing annual report for annual/public meeting to include financial transparency.
- Planning for Clown Around Town Event underway – pending volunteers
- Ongoing promotional support to city, historic district, John Gurney Park, Starting Block and community events.
- Next HEART Board meeting is August 18, 2021 at 4pm in Community Center.

Respectfully Submitted,

Nichole Steel
Economic & Community Development Director

RESOLUTION 2021-60
Hart City Council
City of Hart, Michigan

**Authorize City Manager to execute lease agreement on purchase of
Street Sweeper**

WHEREAS, the City of Hart operates and maintains a fleet of trucks and other equipment; and the Public Works Department proposes to replace a non-functional 2006 Elgin P-Series Pelican; and

WHEREAS, the Public Works Street Sweeper should be replaced with the proposed demo unit; due to the high cost and frequency of repairs to older equipment of this type; and

WHEREAS, this is a planned, budgeted expense for this replacement unit; and

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Authorizes the City Manager to sign and execute the proposed lease agreement to purchase a 2018 Demo model Elgin Pelican from Bell Equipment for the cost of \$205,000 and accept the "AS-IS condition" trade-in offer of \$10,000 for the current non-functioning street sweeper reducing the total purchase cost to the City of Hart of \$195,000.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on July 27th, 2021.

Ayes: __ Nays: __ Absent: __



Michael Cleary
 78 Northpointe Drive
 Lake Orion, Michigan
 48359
 Cell:616-916-4044
 Email:
mcleary@bellequip.com

DATE: July 13, 2021 **QUOTE # Pelican-Demo**

City of Hart
 Attn: Brad Whitney

Description	City of Hart	Your Price (each)	Total
2018 Elgin Pelican with Dual Gutter Brooms & Dual Steer-VIN# NP41412			
238 Hrs. 597 Miles			
Painted White			
Hydraulic Temperature shut down			
Rear Camera with Color Monitor & Mirror Eye System			
A+ Light Package- #S			
Greaseable Dirt Shoes			
Manuals for Sweeper & Engine Included			
Lower Conveyor Washout			
LED Stop/Tail/Turn & Back up Lights			
Conveyor stall Alarm			
A/C Package			
Radio/Bluetooth/MP3 Player			
Mid-Back Cloth RH Seat			
Auto-Lube System			
Cab Control Side Broom Tilt- RH & LH Side			
Cab Air Restricted Gauge			
Additional Equipment			
2 Complete Gutter Brooms			
1 Complete Center Broom			
6 Month Warranty included		Included	
Freight		Included	
Trade-In for 2006 Elgin P-Series Pelican AS-IS Condition		-\$10,000.00	-\$10,000.00
Ser.# P5003D			
	Tax Deductible Purchase		
	Sub Total Price		\$205,000.00
	Purchase Price		\$195,000.00

Lease Proposal

July 23, 2021

Prepared for (Lessee):
City of Hart
Attn: Rob Splane

Prepared by (Lessor):
Team Financial Group (TFG)
and/or its assigns

EQUIPMENT: Elgin Sweeper (complete description required)

**LEASE
COMMENCEMENT
AND INSTALL
DATE:**

Anticipated to be prior to July 20, 2021 and no later than August 19, 2021

**LEASE
STRUCTURE:** Payments are due monthly and are payable in advance.

Amount	Term	Payment	Purchase Option	Payments Due at Closing	Fee
\$195,000.00	36	\$5,800.00	\$1 Out	0	\$500

LEASE AMOUNT: Figures are based on the amount quoted above and are subject to change as the final amount is determined.

**END OF LEASE
OPTIONS:** At the end of the term, if the lease is current and all terms have been met, City of Hart may elect from the following options:

- A.) Purchase the equipment for the Option listed above
- B.) Continue to rent the equipment on a monthly basis from TFG
- C.) Act as TFG's agent to trade in the equipment and arrange for replacement equipment
- D.) Return the equipment to a location designated by TFG (Not applicable with a \$1 out and 10% Put)

**DOCUMENTATION
AND FILING FEES:** The filing fee is quoted above and is due at the time of signing.

**NET LEASE
PROVISIONS:** This lease will be a net lease wherein the Lessee will be responsible for all maintenance, insurance and taxes.

INSURANCE: Prior to delivery, Lessee must submit to Lessor insurance coverage for physical loss and liability in the joint name of Lessee and Lessor.

**CREDIT
APPROVAL
CONDITIONS:** This proposal, including structure and pricing, is subject to lessee's credit approval by lessor.

ACCEPTANCE: This proposal must be signed and returned via fax to lessor within 10 days.

Accepted: Option: _____

Signature _____ Title _____

Print Name _____ Date _____

TEAM

FINANCIAL GROUP, INC. (Lessor)

Lease No.: 525194

Lessee: City of Hart

LEASE AGREEMENT by and between City of Hart, a(n) Michigan Municipality with its principal office at 407 State St. Hart, MI 49420, as Lessee, and TEAM FINANCIAL GROUP, INC., a Michigan Corporation with its principal office at 650 Three Mile Road NW, Suite 200, Grand Rapids, MI 49544, as Lessor.

DESCRIPTION OF EQUIPMENT: 2018 Elgin Pelican with Dual Gutter Brooms & Dual Steer-VIN# NP41412, plus accessories and attachments.

SUPPLIER OF EQUIPMENT: Bell Equipment Company

LOCATION: The equipment described above shall be located at 407 State St. Hart, MI 49420 and may not be removed without Lessor permission.


TERM/RENTALS: Term of this lease is 36 months. Number of periodic rent payments is 36. Lease will commence on the acceptance date and payments will be due monthly on the corresponding day of each month thereafter. Each lease payment will be \$5,800.00. Included with the first invoice will be a \$500.00 origination fee.

THE TERMS AND CONDITIONS OF THE LEASE ARE ATTACHED HEREOF AND ARE INCLUDED IN, AND MADE PART OF THIS LEASE. LESSEE HAS READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS OF THIS LEASE.

IN WITNESS WHEREOF, LESSEE EXECUTED THIS LEASE AS OF THE _____ DAY OF _____, _____

LESSEE: City of Hart

LESSOR: Team Financial Group, Inc.

BY:  _____
Authorized Signature and Title

BY: _____
Matt Maczka, President

Print or type full name

EQUIPMENT DELIVERY

On this date _____ physical possession was taken at our location of the first piece of equipment. Initials _____

ACCEPTANCE

I, acting on behalf of the Lessee named above, acknowledge that I have personally inspected all Items of Equipment described in the Lease (or if designated above, the Schedule). The Equipment has been received, inspected and installed to Lessee's satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Lease and the Supply Contract. Lessee hereby accepts the Equipment and acknowledges that the Lease (or Schedule, as the case may be) begins on the Date of Acceptance stated below. I understand that Lessor will, and Lessee hereby authorizes Lessor to, purchase the Equipment in reliance on this Acceptance Certificate. The term of the Lease (or Schedule) begins on the Date of Acceptance and Lessee's lease will start accumulating payments on such date. I am authorized to sign this Acceptance Certificate on behalf of Lessee. Capitalized terms used herein shall have the meanings assigned to them in the Lease, except, as the context shall require.

 _____
Date

Print Name

 _____
Signature

PURCHASE OPTION

Subject to Lessee having duly performed all of the terms and conditions of the lease #525194, between Lessee and Lessor, the Lessee shall choose one of the following options at the end of the term thereof.

1. Lessee may buy equipment described in said lease for \$1.
2. Lessee may re-lease equipment described in said lease over a period of 12 months.
3. Lessee may return equipment described in said lease to Lessor at Lessee's expense.

RESOLUTION 2021-61
Hart City Council
City of Hart, Michigan

**Acceptance of American Rescue Act Funds and Establishment of
Fund 285**

WHEREAS, the City of Hart accepting the award of \$216,455 from the American Rescue Plan Act Fiscal Recovery Fund, authorize the City Manager to execute all documents related to the acceptance, and amend the budget accordingly by creating Fund 285 – Stimulus Grant Fund.

WHEREAS, On March 11, 2021, the Federal Government enacted Public Law 117-2, known as the “American Rescue Plan Act of 2021” or “ARPA” to provide additional relief to address the continued impact of the Coronavirus Disease of 2019 (“COVID-19”) pandemic on the economy, public health, state and local governments, individuals and businesses. On May 10, 2021, the United States Department of Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by ARPA, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to recover from the COVID-19 pandemic.

WHEREAS, The State has computed the City of Hart allotment of Fiscal Recovery Funds to be \$216,455. This allotment will be paid to the city over two years. The ARPA permits the City to use the Fiscal Recovery Funds to cover eligible costs incurred during the period beginning March 3, 2021 and ending December 31, 2024. Eligible costs generally include recovery of revenue losses and negative economic impacts from the COVID-19 pandemic, and investments in water, sewer and broadband infrastructure. Final guidance is still being developed related to eligible costs. The City plans to have ongoing dialogue and transparency regarding appropriation of these funds.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Authorizes the City Manager, to file an application, supplement or amendment for a federal, state or other grant from Stimulus Funding, and that the City Treasurer can amend the budget to create Fund 285, Stimulus Grant Fund, for all stimulus-related revenues and approved costs.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on July 27th, 2021.

Ayes: ___ Nays: ___ Absent: ___

RESOLUTION 2021-62
Hart City Council
City of Hart, Michigan

Approve pay rate increase for Energy Department Staff

WHEREAS, the City of Hart owns, operates and maintains the Hart Hydro Electric Facility staffed by an Energy Superintendent, Lead Journey Line Worker, Journey Line Workers, and Apprentice Line Workers; and

WHEREAS, there is an wage inequity between the City of Hart Energy Department Employees and local entities currently hiring for similar roles and should be corrected; and

WHEREAS, to ensure the City retains qualified, professional staff in an effort to provide the best possible service to our residents, community, industry stakeholders; and

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Approves and authorizes a wage increase of union and non-union Hart Energy Department staff of 15% effective July 30th 2021.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on July 27th, 2021.

Ayes: ___ Nays: ___ Absent: ___

RESOLUTION 2021-63
Hart City Council
City of Hart, Michigan

Authorization to accept engineering proposal to perform electric system modeling

WHEREAS, the City of Hart owns and operates an electric distribution system; and

WHEREAS, previous electric system study's and planning documents are antiquated and in need of updating; and

WHEREAS, City staff and City engineers have investigated the proper steps to take in an effort to ensure proper system maintenance and reliability; and

WHEREAS, GRP Engineering has prepared a proposal to begin survey and planning work beginning with developing a system model; and

WHEREAS, the Hart Energy Superintendent and the City engineering firm recommend moving forward with the proposal for Electric System Modeling; and cash reserves are available to fund this program estimated at \$20,000; and

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Accepts and approves the recommendation to proceed with GRP Engineering Services Proposal for Electric System Modeling

Authorizes and directs the City Manager to sign and execute the proposal for an estimated fee of \$20,000, including expenses, on behalf of the City of Hart.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on July 27th, 2021.

Ayes: ___ Nays: ___ Absent: ___

June 7, 2021

Mr. Mike Schiller
Electric Superintendent
Hart Energy
407 S. State Street
Hart, MI 49420

**RE: Engineering Services Proposal
Electric System Model**

Dear Mike:

GRP Engineering, Inc. is pleased to present this proposal to Hart Energy for engineering services associated with completion of the WindMil engineering analysis computer model of Hart Energy's electrical distribution system. The scope of the project is to create a functional computer model of the primary electrical system including source data, substation equipment, overcurrent protective device settings (where known), and primary system equipment (line sections, transformers, switches, fuses, regulators, etc.) plus all consumers/meters. Milsoft's WindMil Engineering Analysis software utilizes an open-architecture database allowing for sharing data with GIS systems. Therefore, all data obtained for creating this model can easily be exported into a GIS system.

Primary electrical system feature data will be obtained through field mapping and inventorying conductors, transformers, capacitor banks, voltage regulators, switches, cabinets, and protective devices (e.g. fuses and reclosers) including phase connections. This information will be imported into the WindMil model database along with transmission source information, generation, and substation equipment. The system model will be used for load flow analysis, system planning studies, fault current calculations, coordination, and arc-flash studies. Equipment inventorying will be limited to kVA or kVAR ratings noted on the exterior. A list of padmount equipment that does not have exterior labels will be submitted to Hart Energy for their crews to open and record nameplate information.

Customer meters and their respective load will also be added into the model which will allow for a more comprehensive review including analyzing actual circuit load and individual transformer loading. This will be accomplished by taking an export of the City's customer billing database including meter number and service address, geocoding the address, and importing into the WindMil model. System analysis on a model with accurate load allocation will provide superior study results and better system planning. Billing load from the peak month in 2020 will be applied to the model to ensure load allocation and analysis can be completed. Should this work occur after summer peak, then 2021 peak load data will be utilized.

System Modeling Scope of Services

Our scope of services to update the system computer model include the following:

- Perform field mapping and inventory to document primary (5kV & 15kV) equipment including conductors, transformers, capacitor banks, voltage regulators, switches, cabinets, and protective devices (e.g. fuses and reclosers) including phasing.
- Create computerized model in Milsoft’s WindMil Engineering Analysis Software.
- Obtain system source impedance data at the 46kV & 138kV connection points from Consumers Energy and add into model.
- Add Hart Energy owned generation assets into the model.
- Add transmission source and substation equipment into the model.
- Add all substation recloser controller settings into model.
- Determine peak circuit load and add into model for load flow analysis.
- Obtain current Customer Information System (CIS) file from Hart Energy including meter number, service address, 2020 calendar year peak kWh and kW (where available)
- Import customer load data from 2020 calendar year peak month into the system model.
- Verify load allocation from CIS file metered data is functional.
- Verify analysis can be run on the model including load flow, fault current, and arc-flash.

Deliverables will include a fully functional computer model of the primary electrical system including source data, overcurrent protective device settings (where known), primary system equipment (line sections, transformers, switches, etc.), and customers in Milsoft’s WindMil Engineering Analysis software. WindMil saves model data in an open-source database which can be shared across multiple platforms including GIS systems.

GRP Engineering, Inc. will provide the System Modeling engineering services on an hourly basis for an estimated fee of \$20,000, including expenses. Engineering services will be billed on a monthly basis. Should work be requested by Hart Energy outside the scope listed above, those services will be invoiced separately per the attached hourly rate sheet.

Hart Energy will provide electric department staff to open padmount electric equipment for field verification of primary underground where needed. Engineering services fee on this project is provided as an estimate utilizing our experience on similar projects.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Please contact me should you have any questions.

Sincerely,
GRP Engineering, Inc.
Michael P. McGeehan
Michael P. McGeehan, P.E.
President

Digitally signed by Michael P. McGeehan
Date: 2021.06.07 17:14:52 -04'00'

Accepted:

Hart Energy

Date

Enclosures

GRP ENGINEERING, INC.
HOURLY BILLING RATES

<u>Employee Title</u>	<u>Engineer Level</u>	<u>Hourly Rate</u>
Senior Project Manager	8	\$165
Project Manager	7	\$150
Senior Engineer	6	\$140
Project Engineer	4 - 5	\$135
Engineer II	3	\$130
Engineer I	2	\$100
Entry Level Engineer	1	\$ 90
Field Staking Technician		\$ 85
GIS Technician		\$ 70
GIS Developer		\$ 82
Senior Engineering Technician		\$ 80
Engineering Technician		\$ 72
Engineering Intern		\$ 45
Administrative		\$ 62

**Rates are subject to change.*

Terms and Conditions

GRP Engineering, Inc. (GRP) and Client (defined on the front page of this Agreement) mutually agree to be bound by the following Terms and Conditions ("Terms".) These Terms, together with the cover page, constitute the entire agreement between the parties pertaining to the subject matters contained herein and supersedes all understandings of GRP and Client.

Billings/Payments:

Invoices for GRP 's services shall be submitted, at GRP 's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 45 days after the invoice date. Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance. If the invoice is not paid within 45 days, GRP may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the first invoice, and, if any balance remains, on the final invoice. In the event any portion or all of an account remains unpaid 90 days after the invoice date, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless GRP, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of GRP. GRP shall indemnify and hold harmless the Client, its officers, directors, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the services, provided under this Agreement provided that any such claim, damage, loss, or expense is caused by the sole negligent act or omission of GRP.

Dispute Resolution:

Any claims or disputes under this Agreement between the Client and GRP shall be submitted to non-binding mediation. Each party shall share the costs of the mediator on an equal basis. Client and GRP seek to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Certifications:

GRP is not providing any certifications.

Warranties; Exclusion of Damages; Limitation of Liability:

GRP MAKES NO WARRANTY WHATSOEVER REGARDING ITS SERVICES OR GOODS SUPPLIED, EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTY MADE BY GRP OR ANY PERSON ON GRP'S BEHALF. GRP SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. GRP'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEES AND COSTS PAID BY CLIENT TO GRP PURSUANT TO THIS AGREEMENT. GRP shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence GRP cannot ascertain.

Additional Services/Change in Services:

If any additional services or if change/modifications to GRP's scope of services are proposed by Client, GRP shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and GRP as to the extent of said impacts to time and compensation, a written amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and GRP shall constitute GRP 's notice to proceed with the changed scope.

Termination of Services:

This agreement may be terminated by the Client or GRP at any time with or without cause upon giving the other party written notice. The Client shall within thirty (30) calendar days of termination pay GRP for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Ownership of Documents:

All documents produced by GRP under this agreement shall remain the property of GRP and may not be used by the Client for any other endeavor without the written consent of GRP. Any unauthorized reuse of the documents is done at the Client's risk, and the client agrees to defend, indemnify and hold harmless GRP and its employees against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of such unauthorized reuse of the documents.

Job-Site Safety:

GRP shall not be responsible for the safety of others on the job-site.