City of Hart, Michigan
CITY COUNCIL AGENDA
February 25, 2025, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Cunningham, Hodges, Mullen, Root, Thomson, Klotz
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing. We ask that you please limit your comments to 3 minutes.**
    a. Correspondence, Events, Presentations
6. Consent Agenda:
    a. Approval of Minutes from February 11, 2025
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
7. Action Items
    a. Resolution 2025-06 Adopt Poverty Exemption Guidelines and Policy
8. Discussion Items
    a. MDOT Turn-Back Roadway
    b. AT&T Tower Lease
    c. Special Event Permit – Pentwater-Hart-Montague Trail Celebrate Trails Day Event
    d. Special Event Permit – Sauna Cold Plunge Cycling
    e. Special Event Permit – Hart Hills Bike Race
    f. Special Event Permit – Easter Sunrise Service
9. City Manager Report
10. Communications from the Mayor and Council (Including board and committee updates.)
11. Adjournment –

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

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

HART TOWNSHIP
3437 W. POLK RD.
P.O. BOX 740
HART, MI 49420

February 17, 2025

NOTICE

Hart Township Planning Commission

Will hold a Public Hearing amending the Special use permit regarding the addition of property to the Hart Solar (North Star Solar) project.

March 5, at 7 PM, at the Hart Township hall

The property in question is 75 acres of Sunny Rays LLC. (Andy Snider) located in section 28 of Hart Township.

Respectfully
Jay McGhan
Planning and Zoning Administrator

CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
February 11th, 2025
MINUTES – Draft

PRESENT: Mayor Amanda Klotz, Councilors, Catalina Burillo, Jim Cunningham, Betty Root and Karen Thomson
ABSENT: Dean Hodges, Andrew Mullen,
OTHERS PRESENT: City Manager – Rob Splane City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Police Chief Juan Salazar, Rolando Salgado, and Emily Sigler,

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- City of Hart Police Department Year-End report 2024
  The mission of the Hart Police Department is to provide community service specifically designed to maximize public safety and the quality of life for citizens who live, work and visit the City of Hart. Our mission is to partner with the community to solve problems and improve public safety fairly, impartially, transparently, and consistently.
  The Hart Police Department is resonsible for enforcing local laws/ordinances and enforcing the laws of the State of Michigan. The department is also responsible for responding to all medical calls, investigating complaints, parking issues, arrests and crashes within the City of Hart. Department officers also assist various County agencies in enforcing State Law.
  Full Year-End Report is available on the City of Hart's website under

CONSENT AGENDA:

- Approval of minutes from January 28th, 2025
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
  - B. Root motioned to approve Consent Agenda and supported by K. Thomson
    - Ayes: 5 Nays: 0 Absent: 2

ACTION ITEMS:

- Resolution 2025-05 Accept Proposal for Response Management and Public Communication Services
  WHEREAS, the City of Hart provides a myriad of services to residents, businesses, and community members; and
  WHEREAS, residents currently have the ability to communicate with City officials and support staff through phone and email when assistance is needed; and
  WHEREAS, the City continues to strive to enhance communications with our customers, residents, and visitors in an effort to benefit the community; and
  WHEREAS, staff have reviewed several systems that could offer enhanced communication from the general public to the municipality; and
  WHEREAS, Daupler offers a communication tool that will afford the public several different methods to contract City staff, the system includes many automated features that may help reduce City employees' time, increase response times, and track citizen concerns; and
  WHEREAS, in order to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:
  NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Accepts the partnership proposal from Daupler in the amount of $10,000 annually.
Authorizes and directs the City Manager to accept and sign the proposal and implement
in public communication program.

- J. Cunningham motioned to approve Resolution 2025-05 and supported by K. Thomson
  - Ayes: 5 Nays: 0 Absent: 2

DISCUSSION ITEMS:

- Council Retreat Agenda
  The location is at West Michigan Research Station 5185 N Oceana Dr. Hart Mi 49420
  On March 1st, 2025, from 9am-3pm
  Agenda Items include:
  9am Breakfast followed by Welcome at 9:30 from Mayor Klotz with warm up activities from City Manager Rob Splane.
  10am 2017-2025 Review accomplishments, Master Plan Review and Recreation Plan Review followed by 15 min break
  11am Council / Tax Increment Finance Authority Joint Meeting then break for lunch at Noon.
  12:30 Getting to know your department's discussion (15 Min rotations)
  2pm Annual Budget Process
  2:20pm Visioning and Wrap up at 3pm

CITY MANAGER'S REPORT:

Updates:

- The City Hall computer server replacement was seamless. Next step is to install and deploy our new GIS software which will give Hart Energy a clear vision of our infrastructure from the field. Increasing efficiency and safety, while helping to reduce outage restoration times.
- Winterfest on February 1st was an overwhelming success. Over 300 people attended with enthusiasm and great soup! The Soup Walk people's choice voting resulted in; La Probadita took 1st (Pozole), Hansen Foods 2nd (Creamy Tarragon Chicken & Gnocchi), Hart Pizza 3rd (Chicken & Broccoli Alfredo)
- Frozen Tin-Man on February 8th was also well attended, where snow golfers enjoyed good camaraderie and decent weather. This was the third annual Frozen Tin-Man golf outing which raises money for putting the art in Hart!
- 6 Council members attended the virtual Newly Elected Officials training course through the Michigan Municipal League. This is a strong testament to this council's dedication to the position and love for our community. Let's keep up that energy!
- City staff met with the MEDC last week seeking guidance on how to best organize our regional Request for Proposals to redevelop the Ceres Solutions (Co-Op) property downtown. We anticipate evaluating options this summer.
- City of Hart Clean-up day is March 25th – guidelines are on the City website.
- Rob will be out of town from 2 a.m. on February 12th through the 19th. During this time, several meetings are scheduled to be attended remotely. Feel free to reach out via phone, email, or text with any communications.

Legacy Topics:

- Safe Routes to School trail project – work with MDOT is on-going [meeting scheduled for Wednesday February 12 with MDOT]

Upcoming Topics:

- Redevelopment Ready Community re-certification in 2025
  Adoption of 5-year Park and Rec Master Plan
  Reaffirmation of the City Master plan
  TIFA By-Laws
  Zoning Drawings – add to ordinances
  Adopt Zoning Board of Appeals By-Laws
  Review proposal to have council members serve as ZBA
- Council review of rental inspection policies, procedures, and implementation.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- J. Cunningham – Thank you Chief Salazar on the Annual Report provided
- C. Burillo – Save the date, 7pm February 28th the HMS auditorium Hart Public School Staff will compete for the title of Facility Feud Champion. Fund raiser to support the Hart High School Drama Club, Tickets are $5.00 per person.
- B. Root – Bingo night at the Oceana County Council on Aging Thursday February 13th from 5-7pm Valentine's baked food all proceeds will help the leadership program.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:31pm. The next regularly scheduled meeting will be on February 25th, 2025, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Payables Date 02.26.2025	Description	Total	General +	DPW	Energy	BPTF	Water
ACE 1	Portable Restroom - Vet's Park	$ 175.00			$ 175.00		
All Access Care	MCOLES Physical - J. Hoekstra	$ 260.00	$ 260.00				
Blue Cross Blue Shield	Retirees Medical Insurance	$ 3,603.15	$ 2,001.75	$ 400.35	$ 1,201.05		
Charter	Internet - Hart Commons	$ 114.99			$ 114.99		
Delta College Public Safety & Training	Defensive Tactics Training - E. Schoedel	$ 350.00	$ 350.00				
Dubois Tree & Land Mgmnt LLC	Tree Removal/Trimming Services Lake/Lever Rd	$ 13,392.50			$ 13,392.50		
Fischer LP Gas	Propane - Energy Dept	$ 690.74			$ 690.74		
Frontier	Phone Service - Hart DAM	$ 107.73			$ 107.73		
Gillison's Variety Fabrication	Parts/Supplies	$ 13.75				$ 13.75	
Gillison's Variety Fabrication	Parts/Supplies	$ 111.75				$ 111.75	
Gracon	HPE: Aruba Central AP 1 YR Subscription	$ 502.20	$ 125.55		$ 125.55	$ 125.55	$ 125.55
Gracon	1 Block (16 Hrs) LAN Extra Care Hours	$ 1,760.00	$ 586.68	$ 293.33	$ 293.33	$ 293.33	$ 293.33
Huntington National Bank	CC Statement - Jan 2025 - All Depts	$ 5,470.80	$ 2,628.91	$ 1,441.06	$ 878.04	$ 522.79	
Keystone Cooperative	Fuel - BioPure	$ 1,929.69				$ 1,929.69	
Kiesler's Police Supply	Operating Supplies	$ 3,827.37	$ 3,827.37				
Kiesler's Police Supply	Operating Supplies	$ 1,453.53	$ 1,453.53				
Klotz Auto Parts	Auto Parts/Supplies - Jan 2025 Stmnt	$ 885.57		$ 379.14	$ 264.24	$ 242.19	
Lawson-Fisher Associates	2025 DAM Licensing Requirements	$ 3,370.23			$ 3,370.23		
LifeLoc Technologies	Parts/Supplies	$ 37.00	$ 37.00				
Michigan Municipal League	Workmans Comp Policy 7/1/24-7/1/25	$ 9,275.00	$ 3,802.75		$ 3,431.75	$ 1,576.75	$ 463.75
Mika Meyers	Legal Services	$ 1,009.68	$ 1,009.68				
Model First Aid	First Aid Supplies - BP	$ 43.04				$ 43.04	
Model First Aid	First Aid Supplies - DPW	$ 105.11		$ 105.11			
MPPA	Purchased Power	$ 43,790.94			$ 43,790.94		
MPPA	Feb 2025 Billing Summary	$ 104,909.35			$ 104,909.35		
MPPA	Purchased Power	$ 6,146.86			$ 6,146.86		
Northern Clinicial & Diagnostic	Psychological Evaluation - J. Hoekstra	$ 695.00	$ 695.00				
NYE Uniform Company	Uniform - J. Hoekstra	$ 221.00	$ 221.00				
Office Machines Co.	Copier Lease Payment - Police Dept	$ 45.00	$ 45.00				
Power Line Supply	Parts/Supplies	$ 884.75			$ 884.75		
Power Line Supply	Parts/Supplies	$ 7,792.80			$ 7,792.80		
Power Line Supply	Parts/Supplies	$ 89.59			$ 89.59		
Power Line Supply	Parts/Supplies	$ 500.91			$ 500.91		
Power Line Supply	Parts/Supplies	$ 170.72			$ 170.72		
Power Line Supply	Credit Memo	$ (177.00)			$ (177.00)		
Power Line Supply	Parts/Supplies	$ 22.26			$ 22.26		
Power Line Supply	Parts/Supplies	$ 124.34			$ 124.34		
Power Line Supply	Parts/Supplies	$ 993.37			$ 993.37		
Power Line Supply	Parts/Supplies	$ 58.17			$ 58.17		
Power Line Supply	Parts/Supplies	$ 2.28			$ 2.28		
Power Line Supply	Parts/Supplies	$ 76.96			$ 76.96		
Prein & Newhof	2221113 Downtown Streetscape/Parking/Grant	$ 15,715.00	$ 15,715.00				
Prein & Newhof	2160076 NPDES Permit & Irrigation Expansion	$ 1,209.00				$ 1,209.00	
Prein & Newhof	2200777 Drinking Water Asset Mgmnt Grant	$ 3,641.10					$ 3,641.10
Prein & Newhof	2221059 BioPure Facility Construction Phase	$ 2,927.85				$ 2,927.85	
Prein & Newhof	2200777 Drinking Water Asset Mgmnt Grant	$ 139.00					$ 139.00
Prein & Newhof	2220218 Dam Monitoring 2022-2024	$ 411.90			$ 411.90		
Prein & Newhof	2221070 Dryden & Wood St Reconstruction	$ 340.00		$ 340.00			
Quill	Office Supplies - City Hall	$ 224.61	$ 224.61				
Quill	Office Supplies - BioPure	$ 125.98				$ 125.98	
V & V Assessing, LLC	Assessing - Printing/Mailing Notices	$ 873.00	$ 873.00				
Wells Fargo Vendor	Copier Lease Payment - City Hall	$ 143.20	$ 143.20				
West Michigan Drain Solutions	Sewer Main Back Up - Comfort Dr/Polk Rd	$ 475.00				$ 475.00	
	Sub-total	**$ 241,061.77**	**$ 34,000.03**	**$ 2,958.99**	**$ 189,843.35**	**$ 9,596.67**	**$ 4,662.73**
HAND CHECKS/ACH/EFT							
Alerus	City Share 401 Retirement - PR 194	$ -	$ -				
US Postmaster	Postage/Tax Bills						
AFLAC	Insurance Premium	$ -	$ -				
Guardian	Insurance Premium	$	$				
Delta Dental	Insurance Premium	$	$ -				
MWG/Amfirst	Insurance Premium	$ -	$ -				
Blue Cross Blue Shield	Insurance Premium	$ -	$ -				
	TOTAL HAND CHECKS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Sub-Total Regular Bills/Hand Checks		***$ 241,061.77***	***$ 34,000.03***	***$ 2,958.99***	***$ 189,843.35***	***$ 9,596.67***	***$ 4,662.73***
Gross Payroll	PR229						
Gross Payroll							
Gross Payroll							
	Sub-Total	**$ -**					
	GRAND TOTAL	***$ 241,061.77***	**$ 34,000.03**	**$ 2,958.99**	**$ 189,843.35**	**$ 9,596.67**	**$ 4,662.73**

RESOLUTION 2025-06
City Council
City of Hart, Michigan
Oceana County

ADOPT POVERTY EXEMPTION POLICY AND GUIDELINES

This policy was written in accordance with and governed by MCL 211.7u, as amended.

In order to be eligible for the poverty exemption, the claimant **MUST** do all of the following *on an annual basis*:

1. Own and occupy as your principal residence, as defined in Section 7dd of the General Property Tax Act, the property for which the exemption is requested;

2. File a claim with the Board of Review after January 1st, but before the day prior to the last day of the Board of Review, on a form approved by the State Tax Commission (STC);

3. Provide federal and state income tax returns for all persons residing in the principal residence (also referred to as "household" or "homestead") These income tax returns are those filed in the current year or in the immediately preceding year. If you did not file a Tax Return, then you **MUST** get a statement of benefits paid from the Social Security Administration or Michigan Department of Social Services and/or file an affidavit to affirm you were not required to file a Federal or State Tax Return

4. Produce a valid driver's license or other form of identification.

5. Produce a deed, land contract, or other evidence of ownership of the property for which the exemption is being requested;

6. Meet the federal poverty income guidelines for the household, which are updated annually in the federal register by the United States Department of Health and Human Services; and

7. Meet the ***claimant and total household asset*** levels set by the City of Hart.

INCOME & ASSET GUIDELINES FOR POVERTY EXEMPTIONS

If your income exceeds the amounts shown **or** your assets exceed the amounts shown, you are NOT eligible for a Poverty Exemption.

Income Eligibility Updated Annually by the State Tax Commission

(Income levels are updated annually)

Size of Family Unit	Poverty Guidelines
1	**Set Annually by STC Bulletin.**
2	
3	
4	
5	
6	
7	
8	

For Each Additional Person

Asset Eligibility

Applicants shall not have more than $_____ in assets to be eligible for consideration and no more cash than an amount equal to one month's gross household income. Assets do not include the primary residence. Assets do not include 1 automobile per licensed driver residing in the primary residence.

GUIDELINES BY WHICH POVERTY EXEMPTIONS ARE DETERMINED

Completed application form and all required documents and attachments MUST be filed with the Assessor's Office after January first and before the final meeting of the Board of Review in December.

Sign the form when you return it to the Assessor's Office.

NOTE: The filing of a claim constitutes an appearance before the Board of Review. Also, the dates for filing will be updated annually in accordance with the State of Michigan Property Tax Calendar.

1. The Board of Review determines if Income Standards have been met.
2. The Board of Review determines if Asset limits have been met.
3. The Board of Review has a right to inspect the property, if needed.
4. The Board of Review will consider all revenue and non-revenue producing assets of the owner, co-owner and all members of the household. Any attempt to hide and/or shift assets to another person, business or corporation shall be grounds for denial.
5. Applications must be filed every year. If granted, the exemption is for one year only.
6. Applications will be reviewed by the Board of Review. The Board may ask applicants, or their authorized agents, to be physically present to answer questions. Teleconferencing for the purpose of asking questions of the applicant is allowable if the applicant is not able to attend.
7. Applicants, or their authorized agents, may have to answer questions regarding such subject as financial affairs, health and/or the status of people living in the principal residence at a meeting that is open to the public.
8. All applications will be evaluated based on data and statements given to the Board by the applicant. The Board may also use information gathered from any other source.
9. The Board of Review shall follow the policy and guidelines established herein when granting or denying an exemption.
10. Household income limits are adjusted annually to comply with the Federal Poverty Guidelines.
11. Applicants may appeal the Board of Review decision to the Michigan Tax Tribunal. Appeal information will be included with the Board of Review decision.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on February 25, 2025.

Ayes: __ Nays: __ Absent: __

5102 (Rev. 01-19)

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

Bulletin 18 of 2023
November 14, 2023
Procedural Changes for 2024

TO: Assessing Officers and County Equalization Directors

FROM: Michigan State Tax Commission

SUBJECT: Procedural Changes for the 2024 Assessment Year

The purpose of this Bulletin is to provide information on statutory changes, procedural changes and reminders for the 2024 assessment year. Additional guidance may be issued later if any pending legislation is enacted by the end of the year.

A. Inflation Rate Used in the 2024 Capped Value Formula

The inflation rate, expressed as a multiplier, to be used in the 2024 Capped Value Formula is 1.05.

The 2024 Capped Value Formula is as follows:

2024 CAPPED VALUE = (2023 Taxable Value – LOSSES) X 1.05 + ADDITIONS

The formula includes 1.05 because the inflation rate multiplier of 1.051 is higher than 1.05.

B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2024

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons shall not be set lower than $24,860 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than $24,860. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2024 assessments:

Size of Family Unit	Poverty Guidelines
1	$14,580
2	$19,720
3	$24,860
4	$30,000
5	$35,140
6	$40,280
7	$45,420
8	$50,560
For each additional person	$5,140

Note: MCL 211.7u states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. Please see STC Bulletin 3 of 2021 for more information on poverty exemptions.

Note: MCL 211.7u allows an affidavit (Treasury Form 4988) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This includes the owner of the property who is filing for the exemption.

MDOT NO. <<CONTRACT NO>>
AGENDA: <<AGENDA>>

MEMORANDUM OF UNDERSTANDING

BETWEEN

MICHIGAN DEPARTMENT OF TRANSPORTATION

AND

CITY OF HART

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into this date of _____ between the Michigan Department of Transportation (MDOT) and the City of Hart (CITY) for the purpose of transferring jurisdiction of the road segment described in Attachment A, dated March 14, 2023, from MDOT to the CITY (ROAD SEGMENT). This MOU will begin upon award and will remain in effect unless it is modified according to Section V below.

II. BACKGROUND

The ROAD SEGMENT is within the CITY boundaries and is no longer functioning as a State Trunkline. MDOT is willing to transfer jurisdictional control of the ROAD SEGMENT to the CITY and the CITY is willing to accept jurisdiction of the ROAD SEGMENT. This transfer of jurisdictional control of the ROAD SEGMENT will make this ROAD SEGMENT a City Major Street.

The parties intend this MOU to be an agreement to transfer jurisdiction of the ROAD SEGMENT in return for a fixed lump sum amount of state funds as provided herein, which will be utilized by the CITY for the design and construction of improvements to the ROAD SEGMENT. The improvements will be for the renovation, repair and/or reconstruction of the ROAD SEGMENT and will meet or exceed the standard represented by the work items set forth in Attachment B, dated <<DATE>> (PROJECT).

No real property or real property interests are being transferred as part of this MOU. Any breaks in limited access must be approved by the Federal Highway Administration (FHWA).

MDOT and the Osceola County Road Commission (COUNTY) currently have in force a Trunkline Maintenance Contract for portions of state trunkline located within the CITY boundaries.

III. AGREEMENT

Upon award and acceptance of this MOU by both parties, the parties agree to the following:

A. MDOT agrees:

1. To transfer jurisdictional control of the ROAD SEGMENT to the CITY and the CITY agrees to accept jurisdictional control of the ROAD SEGMENT, thereby making this ROAD SEGMENT a City Major Street.

2. To pay the amount of <<AMOUNT>> to the CITY, such amount being the estimated cost of the PROJECT. Pursuant to Act 296, Public Acts of 1969, Section 8 (3) (a), this payment is made to the CITY so that the PROJECT will be undertaken by the CITY in lieu of being undertaken by MDOT. This payment will be disbursed to the CITY upon completion of any final administrative approvals necessary to authorize the release of funding and no later than 90 days after the award date of this MOU.

3. To transfer funds from the trunkline fund to the CITY each fiscal year at the average revenue worth per mile as calculated under MCL 247.660a(2) for a City Major Street for each mile transferred under this MOU. This annual transfer of funds and the estimated one time PROJECT cost will be MDOT's sole financial obligations to the CITY for this mileage transfer.

4. To pursue modification of the current Trunkline Maintenance Contract to reflect this MOU.

B. The CITY agrees:

1. To assume full jurisdictional control of the ROAD SEGMENT.

2. To perform maintenance of the ROAD SEGMENT for which jurisdictional control has been transferred to the CITY by this MOU.

3. To perform the PROJECT work, meeting or exceeding the standards represented by the work items set forth in Attachment B, dated Month/Day/Year.

4. To complete the PROJECT for the indicated cost of <<AMOUNT>>. The CITY will be responsible for all costs in excess of the MDOT funds as shown in Section III, Part A, subpart 2. Nothing in this MOU will prevent the CITY from raising the standard of renovation, repair, and/or reconstruction represented by the PROJECT, so long as the minimum standard represented herein is met.

   The CITY agrees that the costs incurred under this MOU will represent only those items that are properly chargeable in accordance with this MOU. The CITY also certifies that it has read the MOU terms and has made itself aware of the applicable laws, regulations, and terms of this MOU that apply to the incurring of costs under the terms of this MOU.

   Allowable costs for PROJECT work include expenses incurred directly and indirectly for preliminary engineering; contracted construction, including the costs of advertising, letting, and awarding contract(s); and construction engineering, inspection, and testing.

5. To not seek additional trunkline funds or other compensation for the mileage transferred under this MOU other than that described in Section III, Part A, subpart 3.

6. To expend any excess funds that remain from the amount set forth in Section III, Part A, subpart 2, in accordance with the requirements of Act 51, Public Acts of 1951, Section 13, as amended.

7. To conduct and obtain at CITY expense any environmental reviews and clearances required by state or federal law for any work which exceeds the standard of renovation, repair, and/or reconstruction represented by the PROJECT.

8. That, if for any reason the PROJECT is not completed within five (5) years of the effective date of this MOU, the CITY will promptly repay MDOT the total amount of funds set forth in Section III, Part A, subpart 2. Such repayment will have no effect on MDOT's obligations or the transfer of jurisdiction of the ROAD SEGMENT as set forth herein.

9. Upon completion of the PROJECT, to notify MDOT in writing of such PROJECT completion and include a statement of costs incurred.

10. With regard to audits and record-keeping,

a. The CITY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this MOU (RECORDS). Separate accounts will be established and maintained for all costs incurred under this MOU.

b. The CITY will maintain the RECORDS for at least three (3) years from the date of PROJECT completion, as set forth in Section III, Part A, paragraph 2, of this MOU. In the event of a dispute with regard to the allowable expenses or any other issue under this MOU, the CITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. MDOT or its representative may scan, inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the CITY will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

10. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this MOU or questions the allowability of an item of expense, MDOT will promptly submit to the CITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY will (a) respond in writing to the responsible MDOT Bureau indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the MOU. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes

MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the CITY, the CITY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If The CITY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the CITY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the CITY under this MOU or any other agreement or payable to the CITY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

C. Unless otherwise addressed by this MOU, both parties agree that the transfer of jurisdictional control of the ROAD SEGMENT from MDOT to the CITY will include the transfer of utility, driveway, and drainage permits, whether recorded or otherwise; all bridges, culverts, signs, signals, and/or other structures or traffic control devices; and any and all features and appurtenances now existing for highway purposes on and along the ROAD SEGMENT.

D. The parties agree that the jurisdictional transfer of the ROAD SEGMENT complies with the provisions of MCC 247.851 et. seq.

IV TERM

This MOU shall take effect upon award and remain in effect unless it is modified according to Section V below.

V. MODIFICATION

This MOU may be modified, in writing, upon mutual agreement by the parties. Any modification must be signed by the authorized representative of each agency or his/her designee.

VI. SIGNATURE

This MOU is entered into upon signing by the duly authorized officials for the CITY and for MDOT.

CITY OF HART

_____ _____

Title: Date

MICHIGAN DEPARTMENT OF TRANSPORTATION

_____ _____

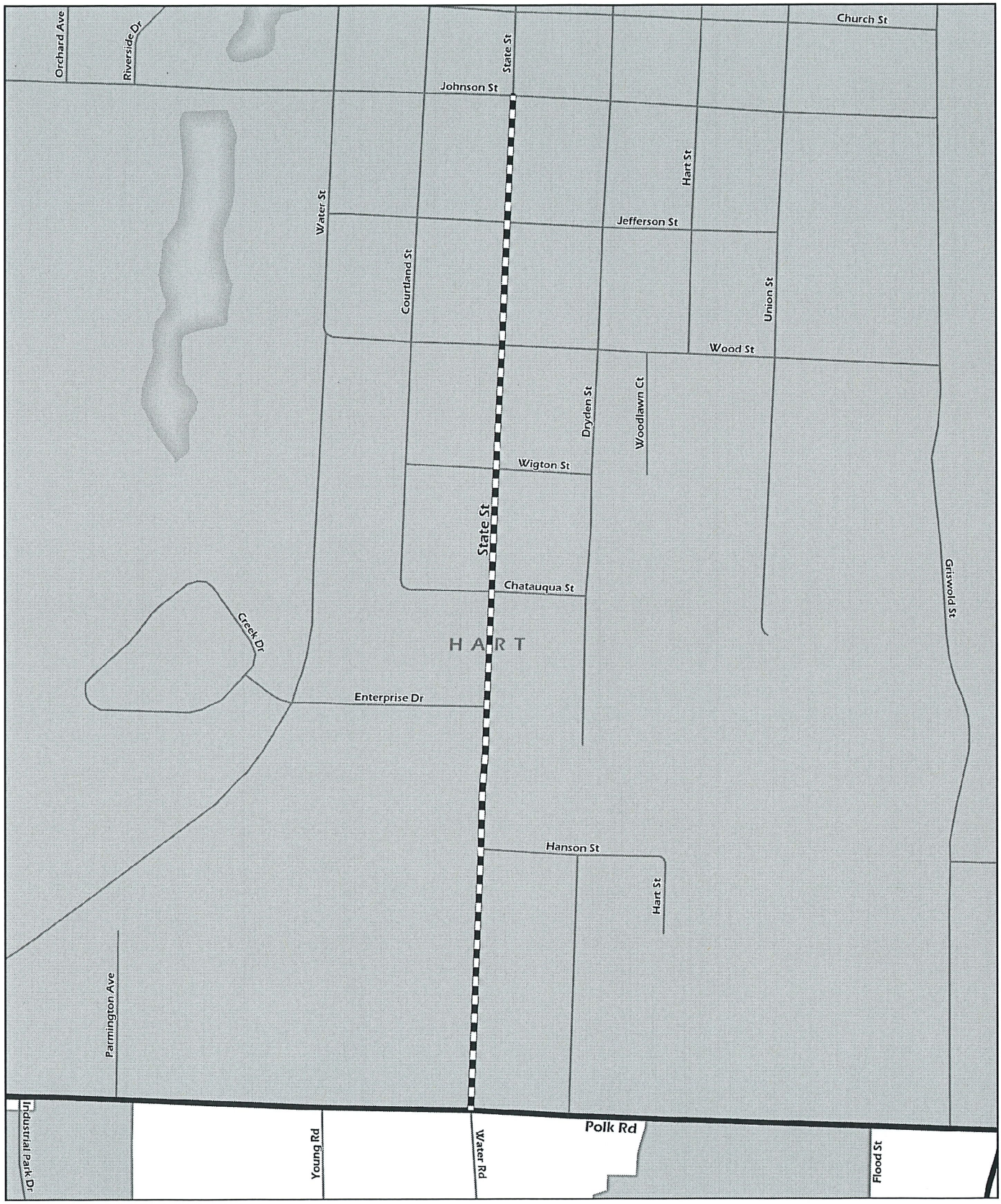
Title: Director Date
Michigan Department of Transportation

ATTACHMENT A
March 14, 2023

ROAD SEGMENT proposed for jurisdictional transfer from MDOT to the City of Hart, to become a City Major Street:

US-31BR/State St, from US-31BR/Polk Rd to Johnson St, a distance of approximately 0.72 miles in Control Section 64016

Proposed Jurisdictional Transfer from MDOT to the City of Hart



MDOT

March 13, 2023

Jurisdictional Transfer

Trunkline

Local Roads

N

W E

S

0 0.1 0.2 Miles

February 11, 2025

Rob Splane
407 State Street

Hart, MI 49420

Re: Communications Facility located at 3701 Spencer Farm Drive, Hart, MI 49420

Contract #: 111357 / FA#: 10123864

Dear Rob,

As you are aware, AT&T Mobility ("AT&T") has partnered with MD7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

Changes in the Wireless Industry
Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

Eliminating Risk and Increasing Value
AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with MD7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

Criteria for Cellular Site Retention:

Option 1:

- Lump Sum Rent Payment Option: Provide a one-time lump sum payment of **$633,000** . In return, you will grant a **ninety-nine (99)** year easement on your property and assign the lease rights and rental income under your lease with AT&T to MD7 or an affiliate of MD7.

Option 2:

- Lump Sum Rent Payment Option: Provide a one-time lump sum payment of **$625,500**. In return, you will grant a **Forty (40)** year easement on your property and assign the lease rights and rental income under your lease with AT&T to MD7 or an affiliate of MD7.

  It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

Option 3:

AT&T is willing to offer the following option to secure a longer-term lease with you:
- **$3,005.00** per month, commencing **June 1, 2025**
- **10%** rent increase every 5 years, commencing **November 1, 2026**
- Extension of Lease through **October 31, 2053**

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

- Expansion of Permitted Use

  "Tenant, its personnel, invitees, contractors, agents, subTenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights may available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant."

- Right of First Refusal

  "Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this paragraph, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this paragraph. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this paragraph with respect to any future proposed conveyances as described herein."

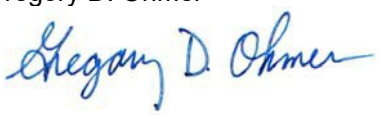
This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to **February 19,2025.**

Thank you for your consideration.

Sincerely,

Gregory D. Ohmer



Director-Network Planning, AT&T Mobility

at&t

cc:

MD7 David Spencer

Lease Consultant

d: (469) 854-3587
a: 950 W Bethany Dr., Suite 700
Allen, TX 75013
e: dspencer@md7.com

Authorized Agent for AT&T Mobility

CITY OF HART

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

SPECIAL EVENTS PERMIT

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

DATE OF APPLICATION: 2/19/25

NAME OF EVENT: PENTWATER HART TRAIL, HART-MONTAGUE TRAIL CELEBRATE TRAILS DAY. NOTE: PART OF NATIONAL CELEBRATE TRAILS DAY

DATE OF EVENT: 4/26/25 TIME: 9:00 AM TO 12:00 PM

RAIN DATE OF EVENT: MUST PROVIDE * WE WILL RIDE RAIN OR SHINE

LOCATION AND/OR ROUTE OF EVENT: HART COMMONS, BEGIN & END. FROM THE COMMONS WE WILL ROUTE PARTICIPANTS TO THE H.M. TRAIL VIA WATER STREET

DESCRIPTION OF EVENT: CELEBRATE TRAILS DAY IS A NATIONAL EVENT THAT WE'RE PARTICIPATING WITH WATER & REFRESHMENTS & INFORMATION TABLES WILL BE ON-SITE

SPECIAL NEEDS: ANY SIGNAGE WE CAN PUT UP NEAR THE COMMONS TO ALERT AUTO TRAFFIC OF AN EVENT IN PROGRESS? 9:00 - 12:00 PM

NAME OF ORGANIZATION OR SPONSOR: PENTWATER HART TRAIL & OCEANA BIKE & BOAT

ADDRESS: 49 S. STATE
HART

CONTACT PERSON: MIKE STEVENS

PHONE: 734-892-5190 FAX: X

EMAIL: MIKE@OCEANABIKEANDBOAT.COM

X _____ 2/19/25

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE**

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

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

CITY OF HART

407 S. State St., Hart, MI 49420

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

SPECIAL EVENTS PERMIT

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

DATE OF APPLICATION: 2/20/25

NAME OF EVENT: SAUNA - COLD PLUNGE CYCLING

MOST OFTEN SUNDAYS, COULD BE WEEKDAY AFTERNOONS ALSO

DATE OF EVENT: VARIOUS / * TIME: 8:00 AM TO 12:00 PM

RAIN DATE OF EVENT: **MUST PROVIDE** N/A

LOCATION AND/OR ROUTE OF EVENT: BOAT LAUNCH PAVILION

DESCRIPTION OF EVENT: I WOULD LIKE TO SET UP MY 4-6 PERSON MOBILE SAUNA ON THE PAVILION PAD ADJACENT TO THE OPEN

SPECIAL NEEDS: WATER / BUBBLER AREA

NAME OF ORGANIZATION OR SPONSOR: OCEANA BIKE AND BOAT

ADDRESS: 49 S. STATE, HART

CONTACT PERSON: MIKE STEVENS

PHONE: 734-892-5190 FAX:

EMAIL: MIKE@OCEANABIKEANDBOAT.COM, OCEANABIKEANDBOAT@GMAIL.COM

X _____ 2/20/25

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE**

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

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

* WOULD LIKE TO START WEEKENDS MARCH 1, 2025

CITY OF HART

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

SPECIAL EVENTS PERMIT

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

DATE OF APPLICATION: 2/10/25

NAME OF EVENT: Easter Sunrise Service

DATE OF EVENT: April 20, 2025 TIME: 7:00 am TO 8:30 am

RAIN DATE OF EVENT: MUST PROVIDE Event will not happen if it is raining

LOCATION AND/OR ROUTE OF EVENT: At Hart commons

DESCRIPTION OF EVENT: Worship celebration of Jesus' Resurection

SPECIAL NEEDS: None

NAME OF ORGANIZATION OR SPONSOR: Hart First Baptist Church

ADDRESS: 3258 N. 72nd Ave, Hart MI 49420

CONTACT PERSON: Ryan Vander Zwaag

PHONE: 231-873-2514 FAX: 231-873-2488

EMAIL: ryanvz@gmail.com

X Ryan Vander Zwaag 2/10/25

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

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

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

CITY OF HART

407 S. State St., Hart, MI 49420

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

SPECIAL EVENTS PERMIT

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

DATE OF APPLICATION: 2/21/2025

NAME OF EVENT: Hart Hills Bike Race

DATE OF EVENT: 5/10/2025 TIME: 10 am TO 3 pm

RAIN DATE OF EVENT: **MUST PROVIDE** None

LOCATION AND/OR ROUTE OF EVENT:

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

DESCRIPTION OF EVENT:

13, 25, 35 and 55 mile bike race starting starting and finishing in front of Hart Pizza

SPECIAL NEEDS:

NAME OF ORGANIZATION OR SPONSOR: Raymond Passchier

ADDRESS:

1545 Orville St SE, Grand Rapids, MI 49507

CONTACT PERSON: Raymond Passchier

PHONE: 616-821-3948 FAX:

EMAIL: rpasschier@yahoo.com

X Raymond Passchier

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE** 2/21/2025

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

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE: