City of Hart, Michigan
CITY COUNCIL AGENDA
March 08, 2022, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Evans, Hodges, Klotz, Rybarz Jr., Trygstad, Platt
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter that is not included on the agenda for a public hearing by the Council. We ask that you please limit your comments to 3 minutes**
    a. Correspondence, Events, Presentations
        i. Chief Fuehring, Hart Fire Departmnet – request for support to purchase emergency rescue tool
        ii. Rob Splane – Water Rate Study presentation
6. Consent Agenda:
    a. Approval of Minutes from February 22, 2021 Council meeting.
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp.
7. Action Items
    a. Resolution 2022 – 08 Award brush pile removal work from city property
    b. Resolution 2022 – 10 Approve Power purchase plan
    c. Resolution 2022 – 11 Approve alternate date for the March Board of Review
    d. Resolution 2022 – 12 Approve 2022 Poverty Exemption Policy and Guidelines
    e. Resolution 2022 – 13 Accept Lease Agreement from Seneca foods and authorize the city manager to sign documents to enter into the proposed agreement.
8. Discussion Items
    a. Special event permit – Hart Economic And Redevelopment Team - Thursday's on Main
9. City Manager Report
10. Communications from the Mayor and Council
11. Adjournment –

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

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

City of Hart
407 State Street
Hart, MI 49420

March 1st, 2022

Mayor Platt and Council,

The Hart Area Fire Board is asking it's members to help fund the purchase of a rescue tool they believe is essential for our common good.

Attached is a breakdown of how the department funding currently works and what the city of Hart could expect to contribute to the effort. Attached is also a quote of the specific equipment proposed.

Chief Fuehring will be available at the beginning of the March 8th council meeting to answer any questions council might have.

Thank you,

~Rob Splane
City Manager
City of Hart
231-873-3546-office
www.cityofhart.org

HART AREA FIRE ADMINISTRATIVE BOARD

HART, MICHIGAN 49420

TOWNSHIPS:
HART
WEARE
GOLDEN
CITY OF HART

11 June 8

AARP MONEY
SIGN COPY

CHAIRMAN

TOTAL Package Price - $48,250

City of HART @ 13% = $6273.00

WEARE TWP @ 13.5% = $6514.00

HART TWP @ 23.5% = $11,339.00

Golden TWP @ 50% = $24,125.00

QUOTATION

Apollo Fire Equipment Company
Apollo Fire Apparatus Repair, Inc.
12584 Lakeshore Drive, Romeo, MI 48065
Phone: (800) 626-7783 Fax: (586) 752-6907

DATE:	02/15/22
TERMS:	NET 30
F.O.B:	DELIVERED
VALID FOR:	180 DAYS
LEAD TIME:	45-60 DAYS

QUOTE #: 02/15/22-3

BILL TO:	HART AREA FD	SHIP TO:	SAME
ADDRESS:		ADDRESS:	
ATTN:	CHIEF DWIGHT FUEHRING	ATTN:	

PHONE: 231-578-1479	FAX:	E-MAIL: dwight0822@yahoo.com

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	273823000-9	HURST EDRAULIC SC358E3 COMBINATION TOOL PKG W/9AH BATTERIES	$15,980.00	$15,980.00
1		YOUR DISCOUNT	-$2,480.00	-$2,480.00
		SUBTOTAL		$13,500.00
		SHIPPING		
		TAX		
		OTHER		
		TOTAL		$13,500.00

Thank you for the opportunity to quote on your Fire Department needs.

Scot McLeod, Rescue Tool Specialist
Cell: (586) 924-4052
smcleod@apollofire.com

QUOTATION

Apollo Fire Equipment Company
Apollo Fire Apparatus Repair, Inc.
12584 Lakeshore Drive, Romeo, MI 48065
Phone: (800) 626-7783 Fax: (586) 752-6907

DATE:	02/15/22
TERMS:	NET 30
F.O.B:	DELIVERED
VALID FOR:	180 DAYS
LEAD TIME:	45-60 DAYS

QUOTE #: 02/15/22-2

BILL TO:	HART AREA FD
ADDRESS:	
ATTN:	CHIEF DWIGHT FUEHRING

SHIP TO:	SAME
ADDRESS:	
ATTN:	

PHONE: 231-578-1479	FAX:	E-MAIL: dwight0822@yahoo.com

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	271855000-9	HURST EDRAULIC SP555E3 SPREADER PKG W/9AH BATT.	$15,505.00	$15,505.00
1	272889000-9	HURST EDRAULIC S789E3 CUTTER PKG W/9AH BATT.	$14,165.00	$14,165.00
1	274886000-1	HURST EDRAULIC R522E3 RAM (TOOL ONLY)	$9,095.00	$9,095.00
1	90-53-15	EWXT 9 AH BATTERY	$795.00	$795.00
1	247R028	LRS-C QUICK KICK RAM SUPPORT	$750.00	$750.00
1		YOUR DISCOUNT	-$5,560.00	-$5,560.00
			SUBTOTAL	$34,750.00
			SHIPPING	
			TAX	
			OTHER	
			TOTAL	$34,750.00

Thank you for the opportunity to quote on your Fire Department needs.

Scot McLeod, Rescue Tool Specialist
Cell: (586) 924-4052
smcleod@apollofire.com

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
February 22nd, 2022
MINUTES – Draft

PRESENT: Mayor Vicki Platt, Councilors: Catalina Burillo, Jim Evans, Amanda Klotz, Fred Rybarz, and Kris Trygstad
ABSENT: Dean Hodges
OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, HEART Director – Nichole Kleiner, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Dirk William, and George Sadler.

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

APPROVAL OF AGENDA:

- F. Rybarz motioned to approve the agenda and was supported by C. Burillo
  - Ayes: 6 Nays: 0 Absent: 1

PUBLIC COMMENTS: None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Nichole Kliener – H.E.A.R.T. two-year activity report



CONSENT AGENDA:

- Approval of minutes from February 22nd, 2022.
- 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: 6 Nays: 0 Absent: 1

ACTION ITEMS:

- Resolution 2022-06 Accept bids for Hanson and Wigton Street construction project and award contract.
  The City of Hart owns, operates, and maintains a municipal water supply and distribution system, municipal wastewater collection system and local public street system, and the City collects a property tax levy for the improvement of our local street system, and allocates funds from the water and wastewater system revenues for improvement projects, and City Engineer Prein & Newhof has prepared plans and specifications for construction of new water main, a new wastewater main, improvements to Hanson Street, and Wigton Street from State Street to Dryden. The City invited well-qualified construction contractors to submit bids, on February 16th, 2022, the City received three (3) bids for the aforementioned project, and City Engineer Prein & Newhof reviewed the bid and recommends project award to Hallack Contracting, and to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:
  NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:
  Approves and accepts the bid from Hallack Contracting in the amount of $787,578.50.
  Authorizes and directs the City Manager to sign all contact documents for the Hanson and Wigton Street Construction Project.
    - C. Burillo motioned to approve resolution 2022-06 and supported by J. Evans
        - Ayes: 6 Nays: 0 Absent: 1
- Resolution 2022-07 Accept bids for Hydro-Electric Dam Embankment reconstruction and award contract
  The City of Hart owns, operates and maintains a hydro-electric dam and electric distribution system, and the City receives from the sale of electricity, and allocates funds from the Hart Energy revenues for improvement projects, and City Engineer Prein & Newhof has prepared plans and specifications for the replacement of the Hart dam stairway, the remediation of erosion of the eastern embankment and replacement of the grouted rip-rap to the west of the dam. The City invited well-qualified construction contractors to submit bids, and on February 16th,2022 the City received two (2) bids for the aforementioned project, and City Engineer Prein & Newhof reviewed the bid and recommends project award to Wadel Stabilization, and to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:
  NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:
  Approves and accepts the bid from Wadel Stabilization in the amount of $277,275.00.
  Authorizes and directs the City Manager to sign all contract documents for the Hart Dam stairway and erosion repair project.
    - C. Burlillo motioned to approve Resolution 2022-07 and supported by J. Evans
        - Ayes: 6 Nays: 0 Absent: 1
- Resolution 2022-08 Award brush pile removal work from City property
  TABLED due to more information needed
    - C. Burillo motioned to Table Resolution 2022-08 until meeting March 8th, 2022 and supported by J. Evans.
        - Ayes: 6 Nays: 0 Absent: 1

- Resolution 2022-09 Approve continuing 1% administrative processing fee on Summer and Winter taxes.
  The City of Hart collects Winter and Summer tax payments from property owners, and per the State statute general property tax act under 211.44, the City is permitted to collect a 1% admin fee to cover the cost of the annual Summer and Winter collection, and the City has historically collected this fee to the benefit of civic operations, and to secure the benefits of efficient self-government and to promote and protect our common interests and welfare, the City Council hereby declares:
  NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:
  A 1% fee will be charged on Summer and Winter tax bills.
  This resolution will satisfy requirements of the general property tax act under 211.4 number 3.
    - F. Rybarz motioned to approve Resolution 2022-09 and supported by A. Klotz
      - Ayes: 6 Nays: 0 Absent: 1

DISCUSSION ITEMS: None

CITY MANAGER'S REPORT:

- City Manager R. Splane gave copy of manager's report to City Council
- Text My Gov is now up and running. Residents can simply text the word "hi" to 231-721-2777 to ask questions about City services, report issues, or sign up for City notifications including utility issues/updates, trash removal/recycling reminders, or event information. More information is available on the City's website.
- Request for proposal has been sent to the Michigan Economic Development Corporation for review. Pending any final tweaks, this will be advertised both locally and through the MEDC as a property available for redevelopment proposals. We anticipate working with a developer soon to revision this property bringing more economic vitality to Main Street.
- Last week monthly WMOM radio interview produced a fun pledge from WMOM to help the City of Hart with its H-ART Project initiative. The station is going to give $1,000 to support a Hart Art Scavenger Hunt. More information will be forthcoming once details and logistics are worked out.
- Special Event Permits for the City summer events are ready to be reviewed by Council in March. They will include dozens of events coming to the City of Hart this summer to continue to build community pride. Some new and unique offerings will add value to being a City of Hart resident and introduce new opportunities for our community and its neighbors.
- Working with our City financial advisors, engineers, and legal staff continues on our course to implement our State Revolving Fund loan and seek available grant money to help us implement the most critical of our infrastructure maintenance issues.
- The City Manager will be out of the office on Thursday and Friday this week to attend the 2022 Risk Management Workshop sponsored by the City's liability insurance provider, The Michigan Municipal Risk Management Authority. The 2022 workshop will have several sessions that include: State economic forecast, Cybersecurity threat and mitigation, Inclusive and diversity leadership, and a key-note speaker with a session titled: Is too much technology making us stupid?

COMMUNICATIONS FROM THE MAYOR AND COUNCIL: None

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 7:57pm upon a motion by C. Burillo and supported by J. Evans. The next regularly scheduled meeting will be on March 8th, 2022, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Payroll ID: 143

Pay Period End Date: 02/27/2022 Check Post Date: 03/03/2022 Bank ID: GEN

Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.
15X	0.00	58.25	2,548.74	8,879.63
2X	0.00	4.00	213.68	1,312.60
COMP	11.50	0.00	338.04	3,247.25
ETO	190.00	0.00	5,956.33	21,115.85
HOL	15.00	0.00	424.35	1,329.63
HOURLY	1,782.27	0.00	53,840.89	253,418.93
SALARY	0.00	0.00	615.38	2,461.52

Ded/Exp Id	Cur. Amnt.	YTD Amnt.
AFLAC	210.99	1,054.95
AFLDI	154.36	771.80
AFLIF	15.72	78.60
ALERUS 401	1,577.05	7,872.41
ALERUS 401 AD	8.00	40.00
ALERUS 457	1,200.00	6,000.00
ALERUS 457P	2,133.76	12,730.54
DENTAL_EE	108.17	538.04
DENTAL_ER	432.47	2,151.10
FITW	6,288.35	46,256.13
GAP_EE	326.51	1,613.28
GAP_ER	1,306.08	6,453.30
GUARDIAN _EE	19.05	94.18
GUARDIAN_ER	193.44	962.92
LIFE	21.90	65.70
LOAN	159.86	799.30
LU465	253.08	759.24
MED_EE	1,133.15	5,628.32
MED_ER	4,532.59	22,513.25
MEDICARE_EE	907.58	5,956.79
MEDICARE_ER	907.58	5,956.79
PHONE	35.00	105.00
SITW	2,429.93	15,622.67
SOCSEC_EE	3,880.75	25,470.41
SOCSEC_ER	3,880.75	25,470.41
UNI45	201.00	603.00
UNIFM	20.80	104.00

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.	Expense This Period
63,937.41	0.00	21,085.01	42,852.40	417,496.57	40,488.46	11,252.91

* = Check Adjustment

RESOLUTION 2022 - 08
City Council
City of Hart, Michigan
Oceana County

Award brush pile removal work from city property

WHEREAS, the City of Hart owns a 40-acre parcel north west of town; and

WHEREAS, This parcel is utilized to store large amounts of snow in the winter and large amounts of brush and other natural debris produced from various city projects to be ground for compost; and

WHEREAS The brush pile has grown in size such that the city does not own equipment capable of breaking down the brush pile and grinding it to spread as compost. As minor auxillary work, this contract will also include the removal of leaves and debris adjacent to the DPW department on State Street; and

WHEREAS, the city has sought local contractors capable of performing the work and received three quotes; Hallack Contracting in the amount of 12,500, Wadel Stabilization in the amount of $16,000, and White Lake Excavating in the amount of $19,000; and

WHEREAS, 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:

Awards the work to low bidder, Hallack Contracting for the amount of $12,500.

Authorizes and directs the City Manager to sign all contract documents for the brush removal work.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 8, 2022

Ayes: __ Nays: __ Absent: __

HALLACK CONTRACTING

January 14, 2022

Mr. Brad Whitney
City of Hart

RE: Hart DPW

Dear Brad,

The cost to grind the brush pile at the Lever pit and leave the mulch in a pile, also grind the brush at the DPW and remove the leaves and mulch from the site. The cost for this work will be $12,500.00.

Please contact me if you have any questions.

Sincerely,

Daniel Hallack

Daniel Hallack

4223 West Polk Road • Hart, MI 49420 • 231-873-5081 • Fax 231-873-2889

Equal Opportunity Employer

WADEL
STABILIZATION INC.
2500 OCEANA DR HART, MI 49420
231-873-4006 PH
231-873-7300 FAX

PROPOSAL

1/20/2022

To: City of Hart
407 S. State Street
Hart, MI 49420

ph: (231) 873-2488
fax: (231) 873-0100

Description	Qty	Unit Price	Extension
Remove & Dispose of leaves and debris next to City Building in Hart Grind brush pile at City's 40 acre property North of Hart	1 LS	$19,000.00	$19,000.00
		TOTAL	**$19,000.00**

OPTION Burn pile & clean up ashes at 40 acre property North of Hart — **DEDUCT** $3,000.00

Notes:

1. Price does not include any costs for bonds, dues or permits.
2. Wadel is not responsible for damage to unmarked underground utilities. Written documentation must be provided.
3. A water source, either fire hydrant or equal, must be provided on the jobsite at no additional cost.
4. Terms: Net 30 days. A finance charge of 1.5% per month or 18% per annum will apply to unpaid balances.
5. Price is good for 30 days from date of proposal. A signed proposal or contract is required prior to scheduling work.

Submitted By: *Ben Wadel* — Ben Wadel — 1/20/22

Accepted By: _____ Name: _____ Date: _____

WHITE LAKE EXCAVATING

2571 Holton Whitehall Rd Whitehall, MI 49461
www.whitelakeexcavating.com
Phone 231-894-6918 **"Onsite Certified Scale"** Fax 231-894-6374

Proposal

1/20/2022

To: Brad Whitney
City of Hart
231-638-2052
bwhitney@cityofhart.org

Project: Leaf and Brush Removal

Description:	Quantity	Unit Price	Total Price
Remove and dispose of DPW location Leaf and Brush pile	1 ls		
Grind brush pile at location NW of Hart leave grindings on site	1 ls		
		Total	**$ 19,000.00**

Submitted by: _____
Craig Beishuizen

Accepted By: _____ Date: _____
Authorized Representative

RESOLUTION 2022-10
City Council
City of Hart, Michigan
Oceana County

Authorization MPPA Power Purchase commitment authorization

WHEREAS, the City of Hart is a member of the Michigan Public Power Authority, and

WHEREAS, the City relies on the expertise of the staff at MPPA to analyse and identify the City's annual future purchased power requirements; and

WHEREAS, by establishing a hedge plan, the City is able to commit to purchase future power at a rate which is anticipated to be lower than what the open market rate will produce; and

WHEREAS, the Hart Power Board recommends to the Council that the City of Hart enter into the proposed Power Purchase Commitment Authorization;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL

Accepts the recommendation of the Power Board; and

Authorizes entering into the Power Purchase Commitment Authorization for the calendar year of 2024 for a total of 441.6 MWh and a not to exceed price of $20,509.49

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 8, 2022.

Ayes: __ Nays: __ Absent: __

Michigan Public Power Agency

February 25, 2022

Subject: **Power Purchase Commitment Authorization**

The City of Hart Hydro Electric ("Hart"), through its Member Authorized Representative, hereby authorizes the purchase of Energy by Michigan Public Power Agency ("MPPA") on behalf of Hart at the following Quantity, Term, Delivery Location and not to exceed price levels. These transactions, if executed by MPPA, are Power Purchase Commitments under the Energy Services Agreement between MPPA and Hart.

Energy:

Calendar Year	**2024**
Total MWh	441.6
Total $ (not to exceed)	$20,509.49
Average Price, $/MWh	$46.44
% of Load	4.2%
Hedged Target % After Transaction	70%

The transaction(s) above will be for Financially-Firm Energy with Physical delivery to the MISO Michigan Hub in the Day Ahead Market.

The purchase transactions outlined above account for the identified percentages of Hart's forecasted energy requirements in the applicable forward calendar years. The sum of all purchases represents a maximum commitment of $20,509.49.

Member Authorized Representative:

_____
Printed

_____
Signature

_____
Date

RESOLUTION 2022 - 11
City Council
City of Hart, Michigan
Oceana County

Resolve to approve alternate date for the March Board of Review.

WHEREAS, the General Property Tax Act, MCL 211.30, requires the Board of Review to meet on the second Monday in March to hold its first meeting for taxpayer appeals; and

WHEREAS, MCL 211.30(2) allows the municipality to authorize, by adoption of an ordinance or resolution, an alternative date in March when the board of review shall meet, which alternative starting dates shall be the Tuesday or Wednesday following the second Monday of March; and

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

> *March 16th, 2022, the Wednesday following the second Monday of March, has been selected as the first meeting date of the 2022 Board of Review for appeals by the Hart City Council.*

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 8th, 2022

Ayes: __ Nays: __ Absent: __

RESOLUTION 2022 - 12
City Council
City of Hart, Michigan
Oceana County

Approve 2022 Property Exemption Policy and Guidelines

WHEREAS, the City of Hart performs property assessments; and

WHEREAS, the Federal Government prepares poverty guidelines for use in setting poverty exemptions for 2018; and pursuant to MCL 211.7u as amended by PA 390 of 1994 and further amended by PA 620 of 2002; and local governing bodies are required to and the City Assessor and Oceana County Equalization Director have requested that the City of Hart adopt the Federal Poverty Guidelines; 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 HART CITY COUNCIL:

Approves and a*dopts the attached Poverty Exemption Policy and guidelines and adopts the State of Michigan Department of Treasury poverty guidelines used in the determination of poverty exemptions for 2022:*

Size of Family Unit	***Poverty Guidelines***
1	*$12,880*
2	*$17,420*
3	*$21,960*
4	*$26,500*
5	*$31,040*
6	*$35,580*
7	*$40,120*
8	*$44,660*
For each additional person	*$4,540*

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on March 8th, 2022

Ayes: __ Nays: __ Absent: __

City of Hart, Michigan

POVERTY EXEMPTION POLICY & GUIDELINES
(Revised February 2022)

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 $15,000 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.

Date Approved by: _____

RESOLUTION 2022-13
City Council
City of Hart, Michigan
Oceana County

Authorize City Manager to execute lease agreement for property adjacent to Seneca Foods

WHEREAS, the City of Hart continues to encourage business growth and development; and

WHEREAS, Seneca Foods has committed to building new space to allow for additional storage that will reduce their environmental impact on Sest Michigan; and

WHEREAS, additional property is required for parking and outdoor storage; and

WHEREAS, the City of Hart owns property that is not developable due to a utility easement, but would serve the needs of Seneca Foods; 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 allowing Seneca Foods to utilize approximately one acre of land on the south side of Seneca Foods property under and adjacent to existing power lines for a term of twenty-five (25) years in exchange for two hundred fifty ($250) per year with the option to extend the lease for five (5) consecutive five (5) year terms each at a rate of five hundred ($500) per year.

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on March 8, 2022.

Ayes: __ Nays: __ Absent: __

PARKING LOT DEVELOPMENT AND LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (this "Lease") is made as of March 8, 2022, ("Effective Date") by and between the City of Hart, Michigan, a Michigan municipal corporation, with an address of 407 S. State St., Hart, MI 49420 (the "Landlord"), and Gray & Company, an Oregon corporation, and a subsidiary of Seneca Foods Corporation, with an address of 3325 W. Polk Road, Hart, MI 49420 (the "Tenant"). The Landlord and the Tenant shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Landlord is the owner of certain land adjacent to the south side of Tenant's manufacturing property in the City of Hart, MI, approximately one acre in size with certain easements for power lines and other utilities, as more particularly described in Exhibit A ("Premises" as hereinafter defined); and

WHEREAS, the Tenant is desirous of developing the Premises by adding gravel and paving for use as additional parking and storage for Tenant's adjacent manufacturing property, and both Landlord and Tenant are desirous of entering into this Lease for Tenant to use the Premises generally as a parking lot and for additional outside storage of plastic totes and other property used by Tenant at its adjacent manufacturing property, on the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Demise of Premises. The Landlord hereby demises and lets to the Tenant, and the Tenant hereby takes and leases from the Landlord, for the term or terms and upon the provisions hereinafter specified, the following described property (collectively, the "Premises"): (a) the real property described on Exhibit A of this Lease, attached hereto and made a part hereof, together with all easements, rights and appurtenances thereunto belonging or pertaining (collectively, the "Land"), and (b) all improvements now or to be constructed on the Land as provided in this Lease.

2. Improvements to the Premises. The Tenant shall make improvements to all or part of the Premises consisting of grading, adding sand/gravel, as needed, and paving with asphalt or concrete, all in accordance with the plans provided in Exhibit B of this Lease, attached hereto and made a part hereof ("Parking Improvements"), to be utilized generally as a parking lot and for additional outside storage of plastic totes and other property used by Tenant at its adjacent manufacturing property. Tenant shall keep Landlord reasonably apprised of progress on the Parking Improvements, and all such Parking Improvements shall be undertaken and performed in conformance with all applicable codes and regulations of the City of Hart and in conformance with, or not infringing or in violation of, any easements associated with the Land. The Parking Improvements shall be completed by December 31, 2022, unless the Parties mutually agree to a different date.

3. Term. In consideration of the Parking Improvements being made, the Tenant is hereby leasing the Premises for the initial term of twenty-five (25) years commencing on the Effective Date and terminating on March 8, 2047 (the "Initial Term"). Subject to the following notice requirements, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Lease, the Tenant is hereby granted the right (each, a "Renewal Option") to renew the Initial Term of this Lease for five (5) consecutive five (5) year terms (each, a "Renewal Term"). The Tenant's Renewal Option shall automatically be considered exercised for an additional Renewal Term unless Tenant provides Landlord with written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. All of the terms and provisions of this Lease shall apply to each Renewal Term, except that the Tenant shall have only the remaining, unexercised Renewal Options.

4. Rent. During the Initial Term and in consideration of the Parking Improvements being made by Tenant, the Tenant shall make annual rent payments to the Landlord in the amount of two hundred fifty ($250) per year ("Rent") as follows: (a) within ten (10) business days of execution hereof, the Tenant shall pay the Rent for the first year to the Landlord and (b) on April 1 each year thereafter for the duration of the Initial Term. The Rent for the Renewal Terms, if any, shallbe five hundred ($500) per year ("Renewal Rent"). The Tenant shall make each Rent payment or Renewal Rent payment to the Landlord at the Landlord's address set forth above, or at such other place or to such other persons or entities as the Landlord from time to time may designate to the Tenant in writing.

5. Costs and Expenses. The Tenant shall pay and discharge promptly when the same shall become due all expenses of ownership and operation of the Premises other than expenses that would, not be incurred if the Tenant rather than the Landlord owned the Leased Premises, together with all other amounts and obligations which the Tenant assumes or agrees to pay or discharge pursuant to this Lease.

6. Taxes; Assessments. Since Landlord is a tax exempt organization and the taxing authority, taxes and assessments from the Landlord are not expected to be, and shall not be, levied on the Premises, For any county or state tax or assessments, the Tenant shall pay annually at the Landlord's option either to the Landlord or directly to the county or state taxing authority, as additional rent for each tax year during the term of this Lease, any and all real estate taxes levied upon the Leased Premises, and a pro rata part of same for any part of a tax year included within said term. The Tenant shall not be liable for any income, excise, excess profit, succession, transfer, franchise, betterment or other tax levied against the Landlord, all of which shall be the obligation of the Landlord.

7. No Service Provided; Repairs, Maintenance and Alterations. The Parties understand and agree that this Lease is a land lease and that the Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. The Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Premises. The Tenant shall maintain the Premises in substantially the same condition of repair and appearance existing at the Effective Date, ordinary wear and tear and casualty, and the Parking Improvements, excepted. The Tenant shall keep the Premises clear of snow, as required. The Tenant shall not make any alterations, additions or improvements

(except the Parking Improvements) to the Premises without the prior written approval of the Landlord.

8. Use. The Tenant's use of the Premises shall be for the parking of cars, vans, trucks, forklifts, plastic totes and other property used by Tenant and its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees.

9. Compliance with Laws. Throughout the term of this Lease, the Tenant, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the Premises or any part thereof. The Tenant shall not be required to correct any condition of or on the Premises that existed at the Effective Date and at that time represented a violation of, or noncompliance with, any applicable law, regulation or ordinance by the Landlord.

10. Indemnity; Insurance. The Tenant shall indemnify the Landlord (and its officers, directors and employees) against, and save the Landlord (and its officers, directors and employees) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the term of this Lease out of any act, omission or negligence of the Tenant, its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees. The Tenant will provide for the Landlord, by insurance or otherwise, reasonable written assurance for the performance by the Tenant of this indemnity and save harmless agreement.

11. Eminent Domain. If, after the Effective Date of this Lease and prior to the termination of this Lease, the whole of the Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the time when the Landlord shall be divested of its title to the Premises, and Rent and Renewal Rent other costs and expenses, if any, shall be apportioned and adjusted as of the effective time of such termination. The Tenant shall not be entitled to participate in any condemnation proceeding on its own behalf, nor shall the Tenant participate in any amounts awarded to the Landlord.

12. Default. In the event that the Tenant shall fail to pay Rent or Renewal Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Tenant to be performed, in both such circumstances after notice of such failure or violation shall have been given as herein below provided (each such event, a "Default"), the Landlord may elect either:

a. To re-enter the Premises by summary proceedings or otherwise and re-let the Premises to a third party or parties, making diligent efforts therefor, and upon receiving rent therefrom, applying the same first to the payment of Rent or Renewal Rent and other fees and expenses accruing hereunder, and the balance, if any, to be paid to the Tenant; provided, however, that the Tenant shall remain liable for the equivalent of the amount of all Rent and other payments due, as the case may be, throughout the remaining term of this Lease to the extent such amounts are not mitigated by such third party lessee or lessees; or

b. To terminate this Lease and to resume possession of the Premises wholly discharged from this Lease. The Landlord shall make such election by written notice to the Tenant at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Premises by reason of the Default then existing and such election shall be final. If the Landlord shall elect to terminate this Lease as set forth in this Section 12(b), then immediately upon such termination, all rights and obligations whatsoever of the Tenant and of its successors and assigns under this Lease, so far as the same may relate to the unexpired portion of the term hereof, shall cease. Within ten (10) days after receipt by the Tenant of notice of election by the Landlord to terminate this Lease pursuant to this Section 12(b), (i) the Parties shall, by an instrument in writing in form for recording, cancel this Lease and the unexpired portion of the term hereof, and (ii) the Tenant shall surrender and deliver to the Landlord the entire Premises, and upon any default by the Tenant in so doing, the Landlord shall have the right to re-enter the Premises either by summary proceeding or otherwise.

No Default hereunder shall be deemed to have occurred on the part of the Tenant until thirty (30) days after written notice of such Default shall have been received by the Tenant, and the Tenant within such time shall have failed to remedy such Default. If any Default by the Tenant, (with the exception of the payment of Rent), cannot reasonably be cured within such thirty (30) day period, then the Tenant shall have such additional time as may be reasonably necessary to remedy the same.

13. Termination. Notwithstanding any other term of this Lease to the contrary, (and in addition to the Parties' other rights herein to terminate this Lease or elect not to exercise any Renewal Options), the Tenant and the Landlord shall each have the right to terminate this Lease at any time upon not less than twenty-four (24) months' prior written notice to the other. Upon any such termination, this Lease shall terminate and expire on the date specified in such notice as if this Lease had expired by lapse of time. In the event that the effective date of termination causes this Lease to terminate on a date other than the Payment Date or a subsequent anniversary of the Payment Date, the Tenant shall prorate its final payment of Rent to the Landlord to correspond to such shortened period.

14. Assignment and Subletting. Neither Party shall assign or sublease this Lease without the prior written consent of the other Party, such consent to not be withheld unreasonably, except Tenant may assign or sublease to its parent, subsidiary or affiliated organization without prior written consent of Landlord.

15. Successors and Assigns. Except as otherwise set forth in this Lease, the agreements and conditions in this Lease contained on the part of either Party to be performed and observed shall be binding upon said Party and its successors and assigns, and shall inure to the benefit of the other Party and its successors and assigns.

16. Quiet Enjoyment. Upon the Tenant's payment of the Rents and other required payments herein provided, and upon the Tenant's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, the Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or

interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

17. Force Majeure. No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.

18. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, or by use of nationally recognized courier services, to the addresses set forth in the caption to this Lease above or to either Party at such other address as such Party may designate by notice to the other Party.

19. Waiver; Invalidity of Particular Provision. The failure of a Party to exercise or enforce any of its rights under this Lease shall not be a waiver of those rights and shall not affect any other right of that Party under this Lease. In the event that any provision of this Lease shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Lease either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

20. Construction; Section Headings. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The paragraph headings throughout this Lease are used for convenience only, and shall not be held to explain, modify, amplify, or otherwise aid in the interpretation, construction or meaning of this Lease.

21. Merger of Title. There shall be a merger of this Lease or of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Premises by reason of the fact that the same person or entity may acquire, hold or own, directly or indirectly, (a) the leasehold estate created by this Lease or any part thereof or interest therein or any interest of the Tenant in this Lease, and (b) the fee estate or ownership of any of the Premises or any interest in such fee estate or ownership.

22. Surrender. The Tenant shall (a) on the last day of the term here of(including the final Renewal Term, if any), (b) upon any earlier termination permitted under this Lease, and (c) upon any permitted entry or re-entry by the Landlord upon the Premises, peaceably leave and surrender the Premises into the possession and use of the Landlord without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If the Tenant has made additions, alterations or modifications to the Premises, at the request of the Landlord, the Tenant shall remove such additions, alterations or modifications, at its expense, upon such surrender, except for any Parking Improvements.

23. Subordination of Lease. This Lease and the term and estate granted herein are and shall be subject and subordinate to the lien of all institutional mortgages which may now or at any time hereafter affect all or any portion of the Landlord's interest in the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof.

24. Litigation, Venue, Costs and Choice of Law. Any dispute arising directly or indirectly from this Lease, including tort claims, shall, if no amicable settlement shall be reached through negotiations, be finally settled by litigation in the Oceana Michigan County Court, or any federal court in Michigan. Each party shall be responsible for its own costs and fees of litigation, including its own reasonable attorney's fees. This Lease shall be governed by the laws of the State of Michigan and the United States and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

25. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties: (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail; (ii) are aware that the other party will rely on such signatures; and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signatures.

End of Lease. Signature Page Follows.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

City of Hart, Michigan, the Landlord

[SEAL]

Attest:_____ By:
Name:
Title:

Gray & Company, a subsidiary of Seneca Foods Corporation, the Tenant

[SEAL]

Attest:_____ By:
Name:
Title:

Exhibit A

Description of Leased Premises

<MAP ATTACHED>

Property Request



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: 02/21/2022

NAME OF EVENT: THURSDAYS ON MAIN including Music on the Commons & Vendors

DATE OF EVENT: 06/16/22 - 08/25/22 Thursdays TIME: 4:00 pm TO 9:30 pm

RAIN DATE OF EVENT: MUST PROVIDE no rain date - will be canceled in the event of rain

LOCATION AND/OR ROUTE OF EVENT:

Hart Commons, Portion of Parking Lot #2, section of E Main Street from State St to public bathrooms parking lot #1 will be fully accessible.

DESCRIPTION OF EVENT:

Vendors with hand-crafted items & demonstrations, yard games in street, live music in Commons

SPECIAL NEEDS:

DPW road closure signs on side of road on Thursdays for volunteers to pull out at 7pm

NAME OF ORGANIZATION OR SPONSOR: Hart Economic & Redevelopment Team

ADDRESS:

407 State St, Hart, MI 49420

CONTACT PERSON: Erin Stotler or Nichole Kleiner

PHONE: 231-873-2488 FAX:

EMAIL: events@cityofhart.org

X

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE** 02/21/22

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: