City of Hart, Michigan
CITY COUNCIL AGENDA
November 9, 2021, 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. Public Hearing – Proposed TIFA plan
6. Consent Agenda:
    a. Approval of Minutes from October 28, 2021 Council meeting.
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp.
7. Action Items
    a) Resolution 2021 – 78 Adopt Amended and Restated Development Plan and Tax Increment Finance Plan
    b) Resolution 2021 – 79 Accept proposal from MERIT network and authorize city manager to sign 5 year internet service provider agreement
    c) Resolution 2021 – 80 Accept proposal from Fleis and Vandenbrink as engineer for the Safe Routes To School grant project and authorize city manager to sign related documents
    d) Resolution 2021 – 81 Accept professional services proposal from Prein and Newhof for Clean Water State Revolving Fund Implementation
    e) Resolution 2021 – 82 Authorize purchase of rotating assembly for BioPure RAS pump
    f) Resolution 2021 – 83 Accept proposals for realty services and award contractual work
8. Discussion Items
    a. Volunteer outreach effort
    b. City employee community promotion
9. City Manager Report
10. Communications from the Mayor and Council
11. Adjournment –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
October 26th, 2021
MINUTES – Draft

PRESENT: Mayor Vicki Platt, Councilors: Jim Evans, Amanda Klotz, and Kris Trygstad
ABSENT: Catalina Burillo, Dean Hodges, and Fred Rybarz
OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Gary Beggs, Dwight Fuehring, Sharon Hallack, Dick Huntington, and Bill Volpp

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

APPROVAL OF AGENDA: J. Evans motioned to approve the agenda and was supported by K. Trygstad
- Ayes: 4 Nays: 0 Absent: 3

PUBLIC COMMENTS:
- Mr. Huntington – Still interested in buying a lot in the Creeks, would like someone to come up with a solution as I know a few others that would like to purchase a lot as well.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

I. Letter from Jon Bumstead – Congratulations on State Grant award.
- The City of Hart received the Community Block Grant from the Michigan Economic Development Corporation.

II. Letter from Steve Bruch – TIFA board chairperson
- Mr. Bruch regrets having to resign from his position on the TIFA Board, due to taking a new job at the County.

III. Hart Area Fire Board property transaction concerns
- Mr. Beggs spoke on behalf of the quick claim deed for parcel # 64-020-739-001-30 Some members not pleased with the changes on the quick claim deed which states "Grantee to be used for fire department headquarters and primary active operating location." due to the fact someday we may run out of land space and have to consider moving to a bigger location. We want this to work we really want to keep our fire barn in Hart as it is the prime location for us. This will always be a fire barn but may not always be the primary headquarters as we cannot predict the future. I feel if we can compromise on the present language and remove headquarters and primary from the quick claim deed, I would present it at the fire board meeting coming up on Thursday night.
  - J. Evans motioned that the verbiage "headquarters and primary" be removed from the quick claim deed and supported by A. Klotz.
    - Ayes: 4 Nays: 0 Absent: 3

CONSENT AGENDA:
- Approval of minutes from October 12th, 2021
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
  - J. Evans motioned to approve Consent Agenda supported by K. Trygstad
    - Ayes: 4 Nays: 0 Absent: 3

ACTION ITEMS:
- Resolution 2021-73 Resolution accepting bids for CDBG Grant Administration
  The City of Hart has been selected to receive CDBG Grant Funding for the Griswold Wastewater Force main replacement, and the MEDC requires that communities request proposals through their bidding portal for Certified CDBG Grant Administrators and the Grant Administrator proposals have been advertised and the submittal period has closed, and the City received one proposal for Grant Administration from Hager Consulting.

Now therefore be it resolved that the Hart City Council accepts the Grant Administration proposal submitted by Hager Consulting for the Grant Administration costs for the Water Related Infrastructure project in the amount of $14,900 and authorize the City Manager to sign the contract for Administration services.

- J. Evans motioned to approve Resolution 2021-73 and supported by K. Trygstad.
  - Ayes: 4 Nays: 0 Absent: 3

- Resolution 2021-74 Accept bids for tree trimming and removal new energized power lines and along City rights of way.
  The City of Hart owns and maintains a municipal electric utility and is responsible for ensuring the reliability of power to its customers through a maintenance program for trimming and removing trees near energized power lines and the Energy department has determined that designated trees or parts thereof pose a threat to existing power lines and need to be removed for the safety of residents and employees and the City has advertised for qualified bidders to trim and or remove the trees and branches and has received bids from Dubois Tree and Land Management LLC and Custom Tree Service for. Now therefore be it resolved that the City of Hart accepts the bids for tree trimming and removal. Line item 1 to Dubois Tree and Land Management at a rate of $300/hr. and Line item 2 work to low bidder, Custom Tree Services at a rate of $250/hr.
  - J. Evans motioned to approve Resolution 2021-74 and supported by A. Klotz.
    - Ayes: 4 Nays: 0 Absent: 3
- Resolution 2021-75 Accept bids for stump grinding and site remediation
  The City of Hart implements a maintenance program for trimming and removing trees near energized power lines and following the removal of trees, tree stumps remain creating visual blight and potential hazards to the community and the City has advertised for qualified bidders to remove a set inventory of existing stumps and has received bids from Delia's Tree Stump Removal and Custom Tree Service. Now therefore be it resolved that the City of Hart accept the bids for stump grinding and site remediation. Awarding work to low bidder, Custom Tree Service for $5,100.
  - A. Klotz motioned to approve Resolution 2021-75 and supported by K. Trygstad
    - Ayes: 4 Nays: 0 Absent: 3
- Resolution 2021-76 Charter Cable Franchise Renewal
  The City of Hart's current cable provider, Charter Communications, has proposed to renew its current franchise agreement in accordance with the 2007 Public Act 480: and the Act requires uniform agreement with standard provisions and requires franchising entities to promptly adopt cable service agreements and renewals; and the City of Hart may retain a franchise fee based on a percentage of provider's gross revenues currently set at 5% and it is in the City's best interest to approve the Charter Cable franchise renewal and maintain the current franchise fee; Now therefore be it resolved that the Hart City Council approves Charter Cable franchise renewal agreement and adopts the current franchise fee in the amount of 5%. Authorizes and directs the City Manager to sign the franchise renewal agreement on behalf of the City of Hart.
  - J. Evans motioned to approve Resolution 2021-76 and supported by A. Klotz
    - Ayes: 4 Nays: 0 Absent: 3
- Resolution 2021-77 Creeks Development
  In 2017 the City of Hart took possession and ownership of The Creeks Condominiums after many years of negotiation with the involved parties; and the City of Hart would like to move forward with development activities; and the City Council review three options
  1. Request for proposals, this could include review of previous proposed contractors (Blackmer & Hammersma). Or a brand-new public request for proposal based off the current site plan. * Pro's; One cohesive effort as previously imagined. Little legal action. *Con's; Further potential risk to the City as this would be the third attempt using the same method for development.
  2. Sell sites to individual buyers, the City would look to hire a local realtor that could sell the development sites to be built individually. * Pro's; The potential for fast advancement and multiple sites being built quickly. Allowing current residents to obtain properties per their previously stated request. The ability to engage many different builders to build each unit to preferred quality specifications. * Con's; The potential for a lot of variation in quality of buildings. Increasing risk of a development without a cohesive look.
  3. Engage MEDC or City engineers and legal staff to replan the development. As a

Redevelopment Ready Community, MEDC offers some design assistance. City engineers working with the City attorney could establish a plan the development using today's best practices to seek a more successful approach to tackling the project. *Pro's; Updating the development may align better with the current housing needs and desirability of investors. *Con's; Additional time spent working through planning and legal hurdles.

After much discussion the City Council suggested option 2.

The City allows City Manager to move forward work with a realtor and list the lots for sale. The City Council desires to secure the benefits of efficient self-government and to promote and protect our common interest and welfare. Now therefore be it resolved that the Hart City Council approves City Manager to work with a local real state company to value the lots and list them at current market value.

- J. Evans motioned to approve Resolution 2021-77 designating Creek's subdivision development method to sell sites to individual buyers working with a local realtor and authorize City Manager to sign and execute related documents and supported by A. Klotz
  - Ayes: 4 Nays: 0 Absent: 3

DISCUSSION ITEMS:

- Designate Halloween Trick or Treating times; October 31st, 2021, Trick or Treat from 6PM-8PM

CITY MANAGER'S REPORT:

- City Manager R. Splane gave a copy of the Manager's report to all Council members to review.
- DPW building – Looking better and better. Painting is progressing with some additional building entrance improvements planned.
- The Village of Shelby Administrator Brady Selner contacted the City to see if Hart would be interested in collaborating to share a rental inspector and possible code enforcement person. This conversation is very preliminary with more information gathering forthcoming.
- Energy Department lost an employee to another employer. The City is now seeking a line worker or apprentice to fill the position.
- TIFA looking at street scape project in downtown business district. The size and scope of this project is unknown pending public input efforts. Cleaning of flower beds is in progress. Many thanks to Sharon Hallack, Penny Burillo, Nichole Kleiner, our DPW department, Oceana County Sheriff Dept and the Hart Police Dept for the support.
- TIFA plans to amend and restate the existing TIFA plan due to some confusion in the past plan numbers. There will be a public hearing at the first City Council meeting in November followed by Council action on adopting the new plan. A legal opinion on the plan will be provided to Council as well as the proposed document on or about November 3rd.
- More thanks to our DPW and City Police Dept staff for the support on accommodating the prayer vigil held this past Sunday at Hart Commons in response to the hostage situation in Haiti. Their efforts helped to keep the attendees of this ad hoc event safe. Pastor Ryan from the Hart First Baptist Church is looking to organize similar event and luncheon in early November
- Holiday Parade is on Friday, November 26th at 6:30PM. Would City Council like to have a presence in the parade? "Yes" will get a float in order and plan on passing out candy.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL: None

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 8:33 pm upon a motion by K. Trygstad and supported by A. Klotz. The next regularly scheduled meeting will be on November 9th, 2021, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

Agenda

Hart Cemetery Commission

November 29, 2021

7:00 P.M.

1. Roll Call: Jay McGhan( ), Cal Moul ( ), Karen Urick ( ), Sally Veurink ( ), Jim Evans ( ). Audience ( )

2. Approval of the October 18, 2021 meeting minutes

3. Financial Report:

   a) As of October 31,2021 the checking has $
   b) As of October 31, 2021 the savings has $
4. As of October 31,, 2021 the CD has a balance of # 1596, $#6318 $
5. Sexton's Report:

6. Old Business:
   a)

7. New Business : Set budget for the 2022 year. Add meeting dates to calendar ?

8. Adjournment

Next meeting is Monday, January17, 2022
7:00 P.M. at the Hart Township Hall

Hart Cemetery Commission
Minutes
October 18,2021

Chairman Jay McGhan called the meeting to order at 7:00 PM.
Roll call Jay McGhan, Cal Moul, Karen Urick, Jim Evans present. Sally Veurink absent, with 3 in the audience, Andrew Bosse, Sexton; Vicky Platt ,Hart City Mayor, and Rob Splane, city manager.

Motion by McGhan and seconded by Moul to approve the July 19, 2021 minutes after correction.
Financial Report stated that the September 30, 2021 ending balance for the following accounts.

Checking account: $89,402.08	CD #1596 $50,433.18
Savings account: $72,506.70	CD #6318 $52,863.62

Sexton Andre Bosse, gave a report on crematoriums costs and layouts. He also went over the 5 year plan on expanding the cemetery, with some topics listed
the need for a new mower with bagger,
water lines repaired in the building,
new water well
calling MacEntaffer about removing some trees
fixing up building at South Cemetery, a discussion followed . It was approved to fix up the old building and build a covering for the well.
Andy also mentioned all the comments on how well the cemetery grounds looked. Board also commended Andy and his crew on a job well done.

Jim Evans volunteered to start working on a website for the cemetery. Motion by Cal and supported by Jim to start on website. All ayes motion passed.

Motion by Cal and supported by Jim to adjourn the meeting. All ayes. Meeting adjourned at 8:15 PM.

Respectfully Submitted

Carol Tariske
Secretary/ Treasurer

HART AREA FIRE

ADMINISTRATIVE BOARD

DRAFT

Meeting Minutes- October 28, 2021

The Hart Area Fire Administrative Board Meeting was called to order by Chairman Gary Beggs at 7: 00 PM. Others present were Mike Powers, Jay McGhan, Mike Potter, Clancy Aerts, Jake Whelpley, Dale Stevenson, Larry Doran, Chief Fuehring.

Absent from the meeting were Jerry Schaner, and Dan Leinback.

Others present were Assistant Chief Tubbs, Lt. Mark Haynor, and FF Dillingham.

Motion by Potter to approve the agenda as presented. Supported by Doral voice vote, all ayes, motion carried.

There were no audience comments.

Motion by Doran to approve the minutes of the September 23, 2021 meeting with two corrections. Aerts was present not absent and motion by Doran to approve the land transfer agreement between the Hart Area Fire Department and the City of Hart. Supported by Whelpley, voice vote, all ayes, motion carried.

Motion by Powers to approve bills totaling $132.65 as presented. Supported by Aerts, roll call vote, all ayes, motion carried.

Chief Fuehring reported that three people have applied to be fire fighters. Johnathan Hugart, Adam Kokx, and Oscar Esquivel. Hugart and Kokx are trained Medical First Responders and members of the Pentwater FD. They would like to make more runs for experience. Motion by Stevenson to approve these three as new fire fighters. Supported by Aerts, voice vote, all ayes, motion carried. The ISO inspection has been completed. Chief learned a lot about the water system in the city.

The revised Land Transfer Agreement and Quit Claim Deed between the City of Hart and Hart Area Fire Board to transfer to Fire Department property to the Hart Area Fire Board was presented. Motion by Powers to approve the land transfer agreement. Supported by Potter, roll call vote, all ayes, motion carried.

Lt. Haynor present facts and some estimated figures on what is needed to add a Medical First Responder, MFR, unit to the department. Our current equipment would meet the most of our needs. We would need at least 10 trained people and a response coordinator as recordkeeping is very extensive. Some specialized equipment and radios will needed. Chairman Beggs asked

for a ball park estimate of annual costs, Lt. Haynor responded with $40,000. Discussion continued on increased insurance costs and county participation. Powers will look into insurance. Beggs will invite the county commissioner committee members to attend our November meeting.

Motion by Potter to move the November meeting to November 24. Supported by Powers, voice vote, all ayes, motion carried.

Motion by Aerts to adjourn. Supported by Potter, voice vote, all ayes motion carried. Meeting adjourned at 7:45 PM

Respectfully submitted,

Jake Whelpley, Acting Secretary

City of Hart Police Department

407 State Street Ph. (231)873-2488 Fax (231)873-0100 Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: November 9th, 2021

RECENT EVENTS

From Thursday, October 21st, 2021, through Wednesday, November 3rd, 2021, the Hart Police Department received 77 complaints ranging from Assist to Other Agencies, Fraud Complaints, Medical Assists, Larcenies, Animal Complaints, Domestic Assaults, Suspicious Situations, Motorist Assists, Well-Being Checks, Malicious Destruction of Property and Alarms.

On Friday, October 22nd, 2021, D/Sgt. Skipski instructed an American Heart Association CPR/First Aid/AED class and Active Shooter training for the Diman-Wolf Early Childhood Center staff. The class involved lecture of both topics and also allowed for question-and-answer sessions.

On Friday, October 22nd, 2021, the Hart Police Department was dispatched to the 300 block of State Street referencing an Uttering and Publishing Complaint. A 19-year-old Hart woman is suspected of stealing and forging several checks belonging to a 23-year-old Hart woman. These checks were cashed at a local business within the City of Hart. An investigation is ongoing.

On Sunday, October 24th, 2021, the Hart Police Department was dispatched to the 200 block of Dryden Street regarding a Domestic Assault. A 42-year-old Hart woman was attempting to leave her home when a 34-year-old Hart man continued to keep the women from leaving, by blocking the exit of the home. The man is alleged to have shoved the woman during this complaint. The man was arrested and lodged at the Oceana County Jail.

On Monday, October 25th, 2021, the Hart Police Department was dispatched to the intersection of Chataqua Street near Dryden Street referencing an Animal at Large / Dog Bite Complaint. A 44-year-old Hart man was on Chataqua Street when a dog ran towards the man, biting the man in the left lower outside leg. The dog was not on a leash at the time of this incident. A 67-year-old Hart man was cited for allowing an animal to be at large.

On Tuesday, October 26th, 2021, the Hart Police Department was dispatched to the 400 block of Washington Street referencing a 911 hang up / medical assist. Officers were advised a child had contacted Mason/Oceana Central Dispatch stating a family member was having a heart attack then hanging up the phone. Officers arrived on scene and were advised no one was experiencing any medical emergency or requiring medical assistance. During the investigation, an 8-year-old child admitted to contacting Mason/Oceana Central Dispatch. Officers explained the consequences of the child continuing to contact Mason/Oceana Central Dispatch without an emergency and resources which are being taken away from other priority complaints.

On Thursday, October 27th, 2021, Officer Malotke attending a free MCOLES (Michigan Commission on Law Enforcement Standards) training at the Grand Valley State University Holland Campus. The training was a Career Survival and Emotional Wellness training which provides field-tested safety techniques and emotional wellness strategies to better prepare public safety workers for actual on-the-job experiences they face every day and the support mechanisms necessary for survival. The intent of the training is to educate officers on the emotional health dangers of police work, provide officers with tools to assist in recognizing common warning signs of dangerous behavior related to job stress, present positive alternatives to deal with stress, and offer strategies for assisting coworkers who may be suffering from stress and trauma.

On Wednesday, October 27th, 2021, Chief Salazar attended a tabletop exercise at the Oceana County Medical Care Facility. Scenario consisted of supply shortages and what internal departments would conduct if these issues aroused.

On Thursday, October 28th, 2021, Chief Salazar participated in a trunk-or-treat at the Oceana County Department of Health and Human Services. We would like to thank all the families who stopped by and hope to participate in next years event.

On Thursday, October 28th, 2021, the Hart Police Department was dispatched to the 600 block of Water Street regarding an Assault & Battery. An argument erupted between a 28-year-old Muskegon man and 35-year-old Hart woman, the man cursing and verbally threatening to assault the woman. A neighbor, also a 35-year-old Hart woman, was also present at the time and attempted to intervene. The neighbor was grabbed by the man and thrown to the ground. While falling to the ground the neighbor struck her head on an unknown object. The neighbor was noted to have a large injury to the forehead at the time of the interview. The man then barricaded himself in the home yelling at officers to leave. Entry was made in the home due to the remaining women's cry for help. The man was taken into custody without incident. While at the jail, the man began to spit/cough on the officer present claiming to have COVID and wanted to spread it to officers. The man was arrested and lodged at the Oceana County Jail for Assault & Battery and Resisting and Opposing an Officer.

Respectfully,

J. Salazar,
Chief of Police

HEART DIRECTOR'S REPORT
November 9, 2021

Updates

- Working w/ County Economic Development to prepare three Hart sites for Brownfield eligibility/funding.
- Downtown cleanup with work release crew is in effect. Volunteers spent a day digging up daylilies & giving them away.
- Meeting with the First Impression Tourism Grant (MSU & MEDC team) in November to start making plans to visit Hart in 2022 & provide a free "first impression" assessment. Hart was selected after I applied for this grant in 2020.
- Finalizing Valley Sign wayfinding designs plan for City of Hart.
- New TIFA Plan goes to public hearing on Nov 9th.
- Purchased a tension canopy for Hart Commons as a shelter for performers arriving late December – shortage of steel.
- Planning a "Tribute to Hart Main Street" Past, Present, Future Program to honor those that helped make the program such a success.
- RFQ for realtors for The Creeks was posted.
- Working with Chamber on Holiday events, decorations & parade. Huge thanks to SLSD Chamber for organizing & sponsoring the fresh wreaths & garland downtown
- LaProbadita $25,000 grant disbursement request sent to MEDC
- TIFA voted to fund an event coordinator for one year to see how it goes. Position to be posted soon – reporting to the HEART Director.
- Finalized 2021 MCACA Grant. Preparing to apply for another $4,000 for 2022
- MEDC is touring Hart on Nov 15th – helping us imagine Walkers & Ceres Properties
- Development leads
    - Downtown business looking to expand
    - 5-Star Realty coming to downtown – old AFC Building
    - Welcome Hart Village Market to the IGA building
    - El Cardenal looking for production space for their chips – researching Industrial Park
- Working with Gray & Co on an expansion project, correcting a past IFE that was authorized by city council and sorting out the paperwork for an annex from the township into the city.
- Incentive program to spur development in The Creeks
- New billboard on Polk Rd eastbound designed/ordered – thank you to the Silver Lake Chamber for sponsoring.

Respectfully Submitted,

Nichole (Steel) Kleiner
Economic & Community Development Director

RESOLUTION 2021-78
Hart City Council
City of Hart, Michigan

APPROVE AMENDED AND RESTATED DEVELOPMENT PLAN AND TIF PLAN

WHEREAS, in 1983, the City Council of the City of Hart established the City of Hart Tax Increment Finance Authority ("TIFA"); and

WHEREAS, the TIFA Board prepared and the City Council subsequently approved a Development Plan and Financing Plan (the "Original Plan") for the TIFA's development district (the "TIFA District"); and

WHEREAS, the TIFA Board previously recommended, and the City Council previously approved, amendments to the Original Plan including amendments approved in 1997, 2012, and 2019; and

WHEREAS, Sections 303 and 317 of Act 57 of the Public Acts of Michigan of 2018, as amended ("Act 57"), provides that the City Council may amend the Original Plan; and

WHEREAS, the TIFA Board has prepared and proposed additional amendments to the Original Plan (the "Amended Plan"); and

WHEREAS, the City Council previously scheduled a public hearing on the Amended Plan as required by Act 57; and

WHEREAS, the City Clerk published a notice of public hearing in a newspaper of general circulation within the City twice prior to the public hearing, with the first publication of the notice published not less than 20 days and not more than 40 days prior to the time set for the public hearing, and a proof of publication of such notice was filed with the City Clerk; and

WHEREAS, the City Clerk, not less than 20 days prior to the public hearing, provided written notice by first class mail of the public hearing to property taxpayers within the TIFA District and, not less than 20 days before the public hearing by certified mail, to the governing body of each taxing jurisdiction that levies taxes subject to the capture if the Amended Plan is approved; and

WHEREAS, the City Council conducted a public hearing regarding the Amended Plan ata meeting of the City Council held on November 9, 2021 at the City Hall, 407 S State Street, Hart, Michigan 49420, at which any owner of real property within the TIFA District, any other resident or taxpayer of the City, and any affected taxing jurisdictions could appear and be heard regarding the Amended Plan and the economic implications of such plan; and

WHEREAS, at the public hearing, the City Council provided the fullest opportunity for expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the Amended Plan; and

WHEREAS, following the public hearing and the consideration of input, the City Council finds that it is necessary and in the best interest of the public health, safety and welfare of the City and

the TIFA District to approve revisions to the Amended Plan, and in such revised form, to adopt the revised "Amended and Restated Development Plan and Tax increment Financing Plan" for the TIFA (the "Amended and Restated Plan"); and

WHEREAS, the City Council desires to secure the benefits of efficient self-government and to promote and protect our common interests and welfare.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

A. *The City Council hereby determines that the Amended and Restated Plan is in compliance with the requirements of Part 3 of Act 57 including, but not limited to, Section 313 and 318.*

B. *The City Council hereby determines that the Amended and Restated Plan constitutes a public purpose.*

C. *The City Council further finds and determines that: (1) the Amended and Restated Plan meets the requirements set forth in sections 316(2) and 313(1) of Act 57; (2) the proposed method of financing the development is feasible and the TIFA has the ability to arrange the financing; (3) the development is reasonable and necessary to carry out the purposes of Part 3 of Act 57; (4) the amount of captured assessed value estimated to result from adoption of the Amended and Restated Plan is reasonable; (5) the land to be acquired within the development area, if any, is reasonably necessary to carry out the purposes of the Amended and Restated Plan and the purposes of Part 3 of Act 57; (6) the development plan set forth in the Amended and Restated Plan is in reasonable accord with the City's approved Master Plan; (7) public services, such as fire and police protection and utilities, are or will be adequate to service the development area; and (8) any proposed changes in zoning, streets, street levels, intersections, and utilities set forth in the Amended and Restated Plan are reasonably necessary.*

D. *The City Council hereby adopts and approves the Amended and Restated Plan for the TIFA.*

E. *The City Clerk shall make and preserve a record of the public hearing, including all data presented at the public hearing. A copy of the Amended and Restated Plan is available for public inspection at the office of the City Clerk.*

F. *All actions heretofore taken by City officials, employees, and agents with respect to the proposed Amended and Restated Plan and proceedings under Act 57 are hereby ratified and confirmed.*

G. *Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.*

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on November 9, 2021.

Ayes: ___ Nays: ___ Absent: ___

HART TAX INCREMENT FINANCE AUTHORITY

AMENDED AND RESTATED DEVELOPMENT PLAN & TAX INCREMENTFINANCING PLAN

ADOPTED: _____ 2021

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PART 1: DEVELOPMENT AREA CHARACTERISTICS

A. INTRODUCTION AND OVERVIEW

In 1983, the Hart City Council created a Tax Increment Finance Authority (TIFA) and adopted a Development Plan and Tax Increment Financing Plan (the "Original Plan") to halt the decline in property values, increase properly tax valuation, eliminate the causes of the decline in property values, and to promote growth within a designated area of the City. The intent of the TIFA and the Original Plan was to capture the increase in values to invest in public improvements to induce and accommodate additional private development. Initially, TIFA focused on the undeveloped area in the south-central portion of the City, which was characterized by dirt roads lacking City water and sewer in response to interest in residential and industrial development.

TIFA intends to continue using this capture to improve and strengthen the Development Area. This is to be accomplished by using the incremental tax revenues generated in the Development Area to make public improvements and induce private redevelopment. It is anticipated that the public improvements proposed and the private improvements they induce will provide long-term stability and growth. This will greatly benefit all taxing jurisdictions, which to a significant degree are dependent upon the well-being of the TIFA District.

The success of the Hart Tax Increment Finance Authority is dependent upon functional and recognizable land use arrangements, development control, infrastructure preparation, and creative financing. Many individual and cooperative efforts will lead to its success in the coming years. It is the intent of this Amended and Restated Development Plan and Tax Increment Financing Plan (the "Restated Plan") to build on the success under the Original Plan and provide instrumental guidance in the planning, development, and financing of improvements within the development area. The TIFA Board of Directors is pleased to present this Restated Plan to the City Council and citizens of the community and expresses its optimism about the future of the City.



Original Plan. The Original Plan, adopted by the City Council in 1983, included various projects to encourage development within the Development Area including Improving and adding downtown parking options, tree plantings, adding outdoor seating, and ongoing façade improvements. The Original Plan had a duration of 15 years and was set to expire on December 31, 1998.

Amendment No. 1. In 1997, the Hart Tax Increment Finance Authority (TIFA) reviewed and recommended amendments to the Original Plan. The purpose of those revisions was:

- To extend the duration of the Original Plan by 15 years;
- To update project list and cost estimates included in the Original Plan; and
- To update revenue projections in the Original Plan after realizing a 40% loss in revenue as a result of Public Act 145 of 1993, which reformed school financing.

Overall, the 1997 amendments to the Original Plan reflected an adjustment to the project allocations based on lower revenue projections. The operating guidelines remained largely unchanged. The City Council approved the amendments to the Original Plan on October 28, 1997.

In 2010, the Hart Tax Increment Finance Authority (TIFA) developed bylaws to D/B/A Hart Main Street Authority (HMS). The Hart Main Street Authority resolved to graduate the HMS in 2019, thereby dissolving it and said bylaws. A TIFA board, independent of HMS was in place at the time HMS dissolved.

Amendment No. 2. In 2012, the City Council determined that it was necessary and in the best interest of the TIFA and the City to continue the projects set forth in the Original Plan, as amended, and therefore the City extended the duration of the Original Plan through and including December 31, 2027.

In February 2020, Hart City Council formed the Hart Economic and Redevelopment Team (HEART) to provide economic development services to Citywide.

Amendment No. 3. In 2019, the Hart Tax Increment Finance Authority (TIFA) reviewed and recommended further amendments to the Original Plan to incorporate revisions necessitated by and to comply with Public Act No. 57 of 2018, known as the "Recodified Tax Increment Financing Act."

The projects and activities outlined in the Original Plan, as amended, have been conceived and defined to serve the needs of the community. Public input and input from the TIFA Board was gathered at a regularly scheduled TIFA meeting on November 12, 2019. At this meeting, members of the public and Board members were asked to provide input on potential projects in the Development Area, and to confirm projects in the existing Development Plan. The City Council approved Amendment No. 3 to the Original Plan on November 26, 2019. The duration of the Original Plan, as amended by Amendment No. 3, remained through and including December 31, 2027.

Restated Plan. In 2021, the TIFA Board determined that it was necessary and in the best interest of the TIFA and the City to amend, restate and update the Original Plan, as amended by

Amendment Nos. 1-3, to provide a single, updated comprehensive development plan and tax increment financing plan, consolidate the history of the TIFA, as well update the projects included in the Development Plan and update the capture amounts and anticipated revenue.

The Original Plan, as amended by the prior amendments, is being amended and restated through the adoption of this Restated Plan. The Restated Plan is not a new development plan and tax increment financing plan, but rather a comprehensive updating of the Original Plan and subsequent amendments. The duration of the Restated Plan, as set forth in Part 7.G. herein, is through and including December 31, 2027.

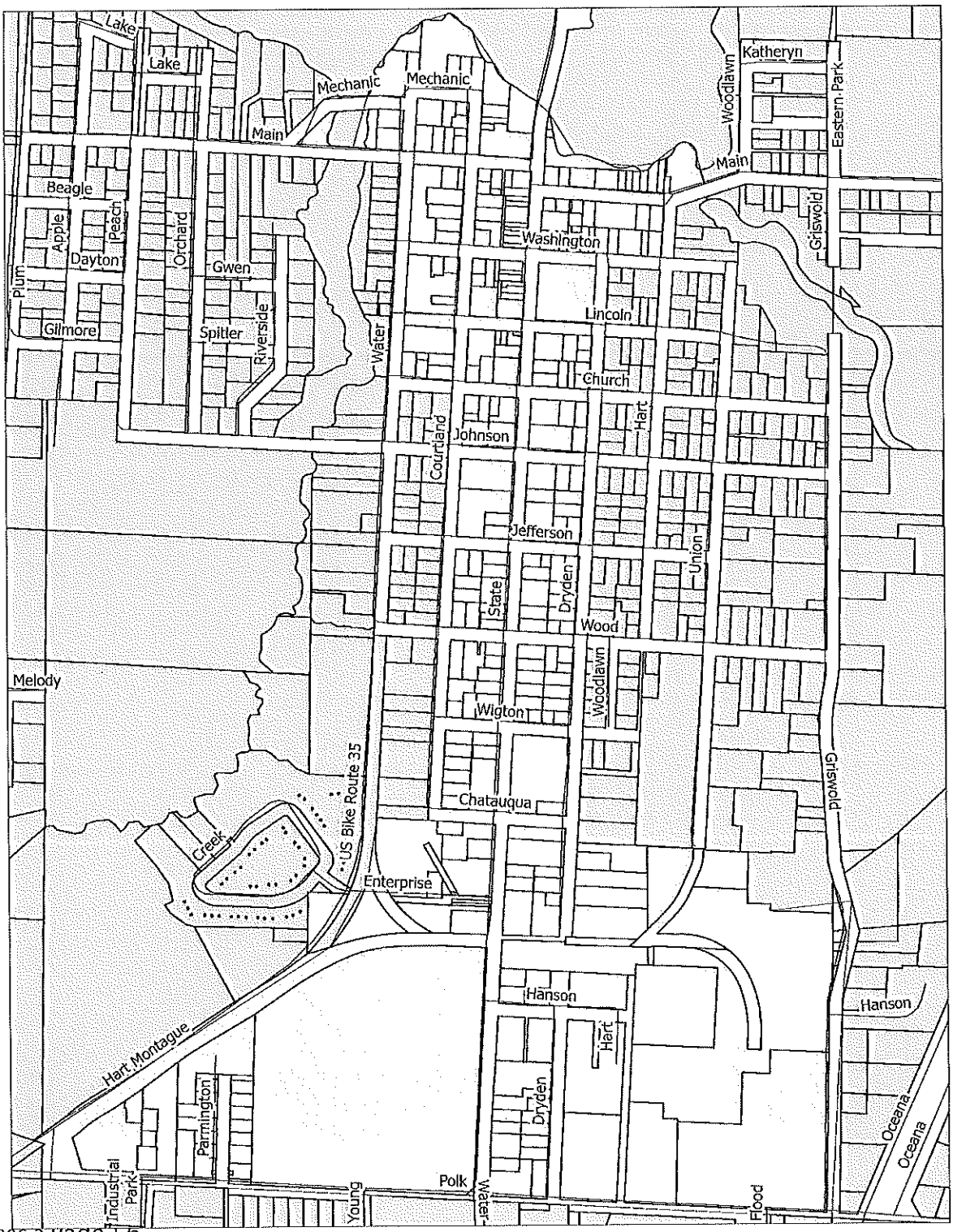
City of Hart TIFA

Oceana County, Michigan

City of Hart

TIFA Parcels

Figure 1: TIFA Location



B. THE DESIGNATION OF BOUNDARIES OF THE DEVELOPMENT AREA (LEGAL DESCRIPTION)

The City of Hart Tax Increment Finance Authority (TIFA) encompasses approximately 205 acres of land and includes residential, commercial, and mixed-use properties. The Area is bounded on the south by Polk Road, on the east by Dryden and Griswold Streets, on the north by Hart Lake, and on the west by Water and Courtland Streets. The designated development area shall encompass the entire Tax Increment Finance Authority District, and its legal boundaries are:

Polk Road from western City limit to Griswold Street, Hanson Street from State Street to Dryden Street, Chatagua Street from Water Street to Dryden Street, Wigton Street from Courtland Street to Dryden Street, Wood Street from Courtland Street to Dryden Street, Jefferson Street from Courtland Street to Dryden Street, Johnson Street from Courtland Street to Dryden Street, Church Street from Water Street to Dryden Street, Lincoln Street from Water Street to Dryden Street, Washington Street from Water Street to Hart Street, Main Street from Water Street to Chippewa Creek, Mechanic Street from Water Street to Courtland Street, Water Street from Church Street to Hart Lake, Courtland Street from Chatagua Street to Mechanic Street, State Street from Polk Road to Hart Lake, Dryden Street from Polk Road to Washington Street, Hart Street from Washington Street to Main Street, Parmington Street from Polk Road to its dead end, and Griswold Street from Polk Road to a point 1,350 feet north of Polk Road.

C. THE LOCATION, CHARACTER, AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE DEVELOPMENT AREA AS WELL AS EXISTING PUBLIC AND PRIVATE LAND USES

(1) The Location and Extent of Existing Streets Within the Development Area

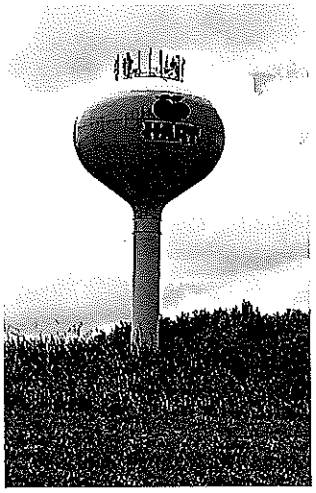
The public streets within the development area include entire rights-of-way and, as such, fall under the jurisdiction of the development area. Major transportation corridors included within the development area are Main Street and State Street. An inventory of widths, surfaces, and related improvements for all existing streets within the development area are listed in Table 1.

TABLE 1: STREET INVENTORY

Street	Pavement Width	Surface Type	Curbs and Gutters	Sidewalk
State Street	55-ft	Bituminous	YES	YES
E Main Street	42-ft	Bituminous	YES	YES
W Main Street	42-ft	Bituminous	YES	YES
Washington Street	48-ft	Bituminous	YES	YES
Lincoln Street	40-ft	Bituminous	YES	YES
Church Street	40-ft	Bituminous	YES	YES
Johnson Street	40-ft	Bituminous	YES	YES
Wigton Street	35-ft	Bituminous	YES	1 block yes, 1 block no
Chatauque Street	30-ft	Bituminous	1 block yes, 1 block no	½ of 1 block
Hanson Street	22-ft	Gravel	NO	NO
S Dryden Street	39-ft	Gravel	YES	YES
Parmington Ave	34-ft	Bituminous	YES	NO
S Courtland Street	34-ft	Bituminous	YES	YES
S Water Street	35-ft	Bituminous	YES	NO
Wood Street	38-ft	Bituminous	YES (1 block no)	YES
Jefferson Street	40-ft	Bituminous	YES	YES

(2) The Location, Character, and Extent of Existing Public Facilities

Municipal Water System: The municipal water system uses an elevated water storage tank, well field, and distribution lines and is periodically upgraded as needed. Figures 3 and 4 can be referenced for the extent of the water system within the Development Area.



Sanitary Sewer System: The municipal wastewater collection and treatment facilities consist of gravity collector sewers and force main to the treatment facility. All properties within the development district are serviced by the system with the exception of properties on Dryden from Hansen to Polk.

Storm Sewer: An extensive storm drainage system is in place throughout most of the City. It consists of both enclosed pipe and open ditches.

Schools: There are no schools located in the development area.

Public Buildings and Facilities: Hart City Hall, Hart Area Public Library, Oceana County Courthouse, Oceana County Sheriff's Office, Oceana County Fairgrounds, the United States Post Office, and the Hart Area Fire Department are located within the development area. The Area includes several public facilities, including Hart Commons Park, Hart City Hall and Police Department, Liberty Park, Hart Area Public Library, Hart Area Fire Department, City Public Works Garage, Hart Hydro Department and Diesel Plant, Hart-Montague State Rail TrailPark, Oceana County Council on Aging Bus and County Ambulance Garage, Oceana County Building and Sheriff's Department.

(3) The Location, Character, and Extent of Existing Public and Private Land Uses (See Figures 5 and 6; Table 2)

Table 2 provides a listing of each parcel included within the Development Area. The information pertaining to each parcel is from the 2020 tax roll. The TIFA levy's taxes from 270 parcels. Other records include parcels which have been retired (split/combined) and personal property.

The District is characterized by a mixture of land uses, predominantly zoned and utilized for commercial businesses. The northern third of the District constitutes the downtown district, the southern half is a mix of commercial activities. Future land uses, as adopted in the 2017 City of Hart Master Plan, expands the "mixed use" downtown district to the east and west while the General Commercial District remains unchanged.

TABLE 2: LOCATION, CHARACTER, AND EXTENT OF LAND USES

Owner's Name	Parcel Number	Property Class	Address
WRIGHT CHRISTOPHER	64-020-100-001-00	401	3680 W POLK RD
HOWE JUNE M LT	64-020-100-003-00	401	1129 PARMINGTON AVE
MAHAN MARY SUE (LE)	64-020-100-004-00	401	1125 PARMINGTON AVE
MAHAN MARY SUE (LE)	64-020-100-005-00	401	1119 PARMINGTON AVE
421 HOLDINGS, LLC	64-020-100-006-00	401	1115 PARMINGTON
LANGE SHEILA	64-020-100-007-00	401	1113 PARMINGTON
VILLANUEVA ANITA	64-020-100-009-00	401	1110 PARMINGTON
SCHULTZ RONALD J & DEMULL REBECCA	64-020-100-010-00	401	1114 PARMINGTON
SMITH JOHN H JR	64-020-100-011-00	401	1118 PARMINGTON
MCMULLEN JOHN	64-020-100-012-00	401	1120 PARMINGTON
BURSLEY DUSTIN L	64-020-100-013-00	401	1126 PARMINGTON
CAMERON SCOTT SEGUIN	64-020-100-014-00	401	1130 PARMINGTON

HASTY LINDA K	64-020-100-016-00	401	3670 W POLK RD
HART GROUP	64-020-171-001-00	202	
ROPP HOWARD	64-020-171-002-00	201	804 UNION ST
MCGHAN JOHN M JR	64-020-201-001-00	401	17 N COURTLAND ST
THRAILKILL MARK & THRAILKILL JEFF	64-020-201-001-50	401	13 N COURTLAND ST
HEGG REAL ESTATE LLC	64-020-201-002-00	401	9 N COURTLAND ST
HEGG S REAL ESTATE LLC	64-020-201-003-00	201	112 E MAIN ST
COPRON COLLEEN J &	64-020-202-001-00	401	11 N WATER ST
CUSHMAN ROLAND E III & MEREDITH A	64-020-202-003-00	401	13 MECHANIC ST
ALVESTEFFER MARK	64-020-202-004-00	401	18 N COURTLAND ST
PICKERD KATHLEEN	64-020-202-004-50	401	12 COURTLAND ST
RACLA RENTALS LLC	64-020-202-005-00	401	8 N COURTLAND ST
PETERSON VINCENT LEE	64-020-202-005-50	401	16 E MAIN ST
RAMIREZ RAQUEL	64-020-202-006-00	401	14 E MAIN ST
HOWLAND RACHEL ANN	64-020-202-006-50	401	10 E MAIN ST
TURNER WILLIAM JR ETUX (LE)	64-020-202-008-00	401	4 E MAIN ST
DENNERT CAROL A TRUST	64-020-203-001-00	401	12 MECHANIC
SCHAEFER PERRY	64-020-203-003-00	401	14 MECHANIC ST
HUIZENGA CHAD & CHRISTINA M	64-020-203-004-00	401	22 MECHANIC ST
CERES SOLUTIONS	64-020-207-001-00	201	3 E MAIN ST
CERES SOLUTIONS	64-020-207-004-00	201	3 E MAIN ST
CERES SOLUTIONS	64-020-207-004-50	201	3 E MAIN ST
NORTH CENTRAL COOPERATIVE INC	64-020-207-005-00	401	15 E MAIN ST
CERES SOLUTIONS	64-020-207-008-00	402	15 COURTLAND ST
LIPPS LAWRENCE T & TRACEY L	64-020-207-009-00	401	19 COURTLAND ST
LORENZ KATHRYN R (LE)	64-020-207-009-50	401	25 COURTLAND ST
CITY OF HART	64-020-208-001-00	201	
RYBARZ PROPERTIES LLC	64-020-208-001-50	201	105 E MAIN ST
BROWN & BROWN PROPERTIES LLC	64-020-208-002-00	201	105 E MAIN ST
BUP, LLC	64-020-208-002-50	201	107 E MAIN ST
LANTZ RICHARD & PAMELA	64-020-208-003-00	201	109 E MAIN ST
CITY OF HART	64-020-208-003-30	201	
ROSAS MARIA	64-020-208-003-60	201	19 STATE ST
ZIEGER DALE & GAIL	64-020-208-005-00	201	27 S STATE ST
CITY OF HART	64-020-208-005-60	201	
CITY OF HART	64-020-208-006-00	201	
ROSAS JOSE R & MARIA D	64-020-208-007-00	401	16 COURTLAND ST
WINDELL RICHARD A & DEBORAH A	64-020-208-008-50	201	39 STATE ST

FORNER GAYLE E & LOIS A LT	64-020-208-009-00	201	49 STATE ST
STEVENS LAWRENCE J & LINDA LT	64-020-208-009-50	201	53 S STATE ST
STEVENS LAWRENCE J & LINDA LT	64-020-208-010-00	201	55 S STATE ST
CITY OF HART	64-020-208-011-00	201	407 STATE ST
CITY OF HART	64-020-208-012-00	201	
VASQUEZ FABIAN SR & MARIA G	64-020-209-001-00	201	12 STATE ST
K & G HOLDINGS LLC	64-020-209-001-50	201	211 E MAIN ST
SADLER GEORGE	64-020-209-002-00	201	28 S STATE ST
EAST MAIN RENTALS LLC	64-020-209-003-00	201	213 E MAIN ST
SCHOBER ROSE MARIE ET AL	64-020-209-003-50	201	217 E MAIN ST
A-1 INVESTMENTS OF MUSKEGON LLC	64-020-209-004-00	401	219 E MAIN ST
CITY OF HART	64-020-209-005-00	201	227 E MAIN ST
BECHTEL AUSTIN & BROOKE	64-020-209-008-00	201	311 E MAIN ST
COOK CHRISTIAN P & CRYSTAL S	64-020-209-009-00	401	315 E MAIN ST
GALE DONNA	64-020-209-010-00	401	9 HART ST
WILLHITE MATTHEW & CLARK DESIREE	64-020-209-010-50	401	314 WASHINGTON ST
ANDERSON KATHERINE & JEFFREY	64-020-209-011-00	401	308 WASHINGTON ST
DEBLAS GUSTAVO &	64-020-209-013-00	401	302 WASHINGTON ST
ZWEEDYK RONALD J & TAMILYN	64-020-209-014-00	401	224 WASHINGTON ST
KIEL JERIAD J & VICKI M	64-020-209-015-00	201	220 WASHINGTON ST
OLTA PROPERTIES LLC	64-020-209-015-50	201	218 WASHINGTON
214 PROPERTIES LLC	64-020-209-016-00	401	214 WASHINGTON
CITY OF HART	64-020-209-016-50	201	
GASKILL PROPERTIES, LLC	64-020-209-017-00	201	36 W STATE ST
HUNTINGTON NATIONAL BANK	64-020-209-017-20	201	50 S STATE ST
JONASSEN MICHAEL E & MARTHA K	64-020-209-017-40	201	44 STATE ST
JONASSEN MICHAEL E & MARTHA K	64-020-209-017-60	201	44 S STATE ST
GELACE LLC	64-020-210-001-00	201	17 WASHINGTON ST
SALINAS JESUS & MARIA	64-020-210-003-00	401	103 103 S COURTLAND ST
HURLEY WALTER A IN TRUST FOR	64-020-210-003-30	201	
GELACE LLC	64-020-210-005-30	201	113 113 COURTLAND ST
BOUTELL R L PROPERTIES LLC	64-020-211-001-00	401	104 104 COURTLAND ST
BUTRCUP PROPERTIES LLC	64-020-211-002-00	201	108 108 S COURTLAND ST
SUPREME BUILDING CO	64-020-211-002-20	201	109 109 WASHINGTON ST
JW PROPERTIES LLC	64-020-211-002-60	201	113 113 WASHINGTON ST
B&D HOUSING INC	64-020-211-002-80	401	214 214 WASHINGTON ST
OLTA PROPERTIES, LLC	64-020-211-003-00	201	117 117 S STATE ST
WHITEWATER VALLEY PUBLISHING CO	64-020-211-005-00	201	127 127 STATE ST

MONTON PROPERTIES LLC	64-020-211-005-50	201	127 127 STATE ST
BAZANY DAVID W & LEEANNA	64-020-248-001-00	401	326 326 E MAIN ST
FULLER WENDELL P JR & CHERLY	64-020-249-001-00	401	310 E MAIN ST
STEVENS LAWRENCE J & LINDA LT	64-020-249-002-00	401	324 E MAIN ST
SPROUL ANA J	64-020-249-003-00	401	316 E MAIN ST
HEGG WILLIAM S & JANET A	64-020-249-004-00	401	320 E MAIN ST
HENLEY JAMES E & DOSEMAGEN JANE E	64-020-251-001-00	201	218 E MAIN ST
CITY OF HART	64-020-251-002-00	201	
WALKER BARBARA A(LE)	64-020-251-003-00	401	308 E MAIN ST
CITY OF HART	64-020-251-003-50	201	
LIPPS LAWRENCE T & TRACEY L	64-020-252-001-00	201	206 E MAIN ST
CITY OF HART	64-020-252-002-00	201	
CITY OF HART	64-020-252-003-00	201	
CITY OF HART	64-020-253-001-00	201	
HUIZENGA CHAD & CHRISTINA M	64-020-254-001-00	401	22 MECHANIC ST
LANGSTRAAT AMANDA	64-020-273-001-00	401	21 N COURTLAND ST
HART SENIORS LTDV HOUSING ASSN	64-020-274-001-00	201	26 N STATE ST
INERGY PROPANE LLC	64-020-342-001-00	201	
HART GROUP	64-020-342-002-00	201	
FORNER GAYLE E & LOIS A LT	64-020-343-002-00	201	3480 W POLK RD
MICHIGAN STATE HIGHWAY COMM	64-020-343-003-00	202	
KUMZI JAMES & ANNETTE	64-020-343-004-00	401	1118 S STATE ST
HEGG WILLIAM & JANET	64-020-343-005-00	401	1107 S DRYDEN ST
BURGOS ZAHIDA ESTHER	64-020-343-007-00	401	1029 S DRYDEN ST
KUMZI DYLAN J	64-020-343-008-00	402	1114 STATE ST
GONZALEZ ROSA ANTONIA CHIMAL	64-020-343-009-00	401	1033 S DRYDEN ST
HERNANDEZ MARINA & JASSO JOSE &	64-020-343-010-00	401	1101 S DRYDEN ST
HEGG S RENTALS LLC	64-020-343-011-00	401	1103 DRYDEN ST
PAYNE SUSAN D	64-020-343-012-00	401	1108 STATE ST
SANTOS MANUEL B SR & JOSEFA V	64-020-343-013-00	401	1030 STATE ST
GAM INVESTORS LLC	64-020-344-001-00	201	1014 STATE ST
WARMUSKERKEN TARA	64-020-344-002-00	401	1024 S STATE ST
CITY OF HART	64-020-344-003-00	201	
CITY OF HART	64-020-344-004-00	201	1010 S STATE ST
CITY OF HART	64-020-344-005-00	201	
CITY OF HART	64-020-345-001-00	201	
CITY OF HART	64-020-345-002-00	201	STATE ST
FORNER GAYLE	64-020-345-003-00	401	STATE ST

FORNER GAYLE E & LOIS A LT	64-020-345-004-00	401	926 STATE ST
INERGY PROPANE LLC	64-020-346-001-00	201	920 S STATE ST
SMITH MARK & BETH	64-020-346-001-50	201	816 S DRYDEN ST
MOORE BROOKE A	64-020-354-001-00	401	611 STATE ST
CRYSTAL VALLEY FARMS LP	64-020-354-002-00	401	615 S STATE
CORTES JUAN & ROSARIO MENDOZA-	64-020-354-003-00	401	625 S STATE ST
VILCHIS-GASCA ABEL F & MONICA	64-020-354-004-00	401	619 STATE ST
GAMBLE MITCHELL	64-020-354-005-00	401	108 WIGTON ST
FANNIE MAE AKA FEDERAL NATIONAL	64-020-354-006-00	401	614 COURTLAND ST
ZOE PROPERTIES LLC	64-020-354-007-00	401	103 WOOD ST
ROBLES ROBERT	64-020-354-008-00	401	104 WIGTON ST
MEARS CHARLES & CLEARWOOD BRITNEY	64-020-360-003-00	401	3690 W POLK RD
BRAGDON WOOD LLC	64-020-362-002-10	201	911 STATE ST
HANSEN FAMILY TRUST	64-020-363-001-00	201	3750 W POLK RD
DRENTH FITNESS PROPERTIES OCEANA LL	64-020-363-003-00	201	3744 W POLK RD
HANSEN FAMILY TRUST	64-020-363-004-00	201	3720 W POLK RD
HODGES JAMES H & DONNA J	64-020-363-005-00	201	3740 W POLK RD
RITCHARD CHARLES J & MARIE	64-020-363-006-00	201	3730 W POLK RD
HUIZENGA CHAD & CHRISTINA M	64-020-594-001-00	401	603 STATE ST
R & M LAKESHORE PROPERTIES LLC	64-020-594-002-00	401	107 WOOD ST
GONZALEZ-GILES VICTOR IVAN	64-020-594-002-50	401	607 S STATE ST
HANSON LOGISTICS	64-020-602-016-00	301	
MORAT CARL D	64-020-628-001-00	201	65 STATE ST
DEULING GARY L & JAIME L (LE)	64-020-628-002-00	201	65 STATE ST
HUNTINGTON NATIONAL BANK	64-020-631-001-00	201	103 S STATE
115 PROPERTIES LLC	64-020-631-003-00	201	111 STATE
115 PROPERTIES LLC	64-020-631-004-00	201	115 STATE
GELACE LLC	64-020-715-001-00	201	4 LINCOLN ST
FRALIC RUSTY & DIXIE	64-020-715-005-00	401	209 COURTLAND ST
VAN TIMMEREN BRIAN S & REBECCA L	64-020-715-005-50	401	215 COURTLAND ST
CORY AARON J & ELIZABETH A	64-020-715-007-00	401	8 E CHURCH ST
MEAD ANGALA & RICKIE MEAD II	64-020-715-008-00	401	4 CHURCH ST
MEAD ANGALA & RICKIE MEAD II	64-020-715-007-50	401	4 CHURCH ST
WEST MICH COMMUNITY MENTAL HEALTH	64-020-716-001-00	201	
WEST MICH COMMUNITY MENTAL HEALTH	64-020-716-003-00	401	
RODRIGUEZ MARGARITA &	64-020-716-003-30	401	111 LINCOLN ST
PINK ELEPHANT PROPERTIES LLC	**64-020-716-003-60**	**001**	**113 LINCOLN**
WALLS KARL D	64-020-716-003-90	401	215 STATE ST

BRUCH STEVEN T	64-020-716-004-00	201	201 S STATE
PINK ELEPHANT LLC	**64-020-716-004-30**	**001**	**207 STATE ST**
PINK ELEPHANT LLC	64-020-716-004-31	201	207 STATE ST
BLARNEY CASTLE OIL CO	64-020-716-005-00	201	204 STATE ST
PHILLIPS G PROPERTIES LLC	64-020-716-007-00	401	106 CHURCH ST
KAAT THOMAS M	64-020-716-008-00	401	214 COURTLAND ST
HODGES PROPERTIES LLC	64-020-717-001-00	201	
CHRISTMAN CHRIS A	64-020-717-003-00	401	213 LINCOLN ST
YOUNG STEPHEN G & HEATHER J	64-020-717-004-00	401	217 LINCOLN ST
ROBBINS RUSSELL E & CATHERINE	64-020-717-004-50	401	207 DRYDEN ST
QUINN JOAN A TRUSTEE	64-020-717-005-00	401	215 DRYDEN ST
KUMZI JAMES D	64-020-717-005-50	401	
HODGES PAUL S	64-020-717-006-00	401	210 CHURCH ST
BROWN GARRIT E	64-020-717-006-50	401	214 E CHURCH ST
OCEANA COUNTY TREASURER	64-020-717-007-00	401	224 STATE ST
UNDERWOOD JOY D & DAVIS NATHAN B	64-020-717-007-50	401	220 STATE ST
TRUDELL BETH ANNE & AMY SUZANNE	64-020-721-001-00	401	103 E CHURCH ST
STONE CHAD & AMY	64-020-721-001-50	401	308 S COURTLAND ST
HUIZENGA-PEREA MARTHA &	64-020-721-002-00	401	107 CHURCH ST
WALLS KARL D I AND LAVINIA	64-020-721-003-00	401	111 CHURCH ST
WALLS KARL D I & LAVINIA	64-020-721-003-50	401	301 S STATE ST
AHRENS PATRICK &	64-020-721-005-00	401	316 COURTLAND ST
IRVIN BRIAN K & BECKY S	64-020-721-005-50	401	312 COURTLAND ST
HARBOR HOUSE OF HART	64-020-721-007-00	201	315 STATE ST
HART UNITED METHODIST CHURCH	64-020-722-001-00	201	308 N STATE ST
HART UNITED METHODIST CHURCH	64-020-722-003-00	201	215 CHURCH ST
HART UNITED METHODIST CHURCH	64-020-722-004-00	201	217 CHURCH ST
HART UNITED METHODIST CHURCH	64-020-722-008-00	201	315 DRYDEN ST
HART AREA PUBLIC LIBRARY	64-020-726-011-00	201	415 S STATE ST
PERYSIAN ADAM & JESSICA	64-020-726-012-00	401	425 S STATE
FIFTH THIRD BANK-CORPORATE	64-020-727-005-00	201	424 STATE ST
CRICKET INVESTMENTS LLC	64-020-727-007-00	401	403 S DRYDEN ST
SWEENEY AMANDA & KLOTZ CHRISTOPHER	64-020-727-007-50	401	211 JOHNSON ST
RAMIREZ DAVID	64-020-727-009-00	401	409 DRYDEN ST
KUMZI JAMES & ANNETTE	64-020-727-010-00	401	415 DRYDEN ST
SEGAR HOPE F	64-020-727-011-00	401	216 E JEFFERSON ST
US BANK NATIONAL ASSOCIATION	64-020-727-011-50	401	210 JEFFERSON ST
GOWEN DAVID M	64-020-731-001-00	401	107 E JEFFERSON ST

BOS ROBERT A & LORI	64-020-731-002-00	401	105 JEFFERSON
LINDLEY STEPHEN R & KRISTI J	64-020-731-003-00	401	512 COURTLAND ST
SANDOVAL MARIO	64-020-731-004-00	401	516 S COURTLAND ST
BENDER JOHN R/MALINDA M	64-020-731-005-00	401	106 WOOD ST
DEAN ELIZABETH	64-020-731-005-50	401	106 WOOD ST
KIRBY MARIA INGRAM	64-020-731-007-00	401	503 STATE ST
EISENLOHR DANIEL S & DENISE C	64-020-731-008-00	401	507 S STATE ST
515 SOUTH STATE ST LLC	64-020-731-009-00	401	515 STATE ST
NEAR LISA	64-020-731-011-00	401	521 S STATE
EWING MARGARET	64-020-731-012-00	401	525 S STATE ST
FORNER GAYLE E & LOIS A LT	64-020-732-001-00	202	STATE & JEFFERSON CORNER
MOORE COUNTRY PROPERTIES LLC	64-020-732-001-50	401	207 JEFFERSON ST
GILES ZOILA T	64-020-732-002-00	401	508 S STATE ST
KNOTH IRENE	64-020-732-003-00	401	512 STATE ST
KUMZI ANNETTE & JAMES	64-020-732-005-00	401	518 STATE ST
CRIXUS INVESTMENTS LLC	64-020-732-006-00	401	524 S STATE ST
FROST VIOLET L	64-020-732-007-00	401	503 DRYDEN ST
LOSSMAN KATHRYN	64-020-732-007-50	401	211 JEFFERSON ST
GREINER KEVIN M	64-020-732-009-00	401	511 DRYDEN ST
BONT BRENDA L TRUSTEE	64-020-732-010-00	401	515 DRYDEN ST
STRUBLE PAUL	64-020-732-011-00	401	519 DRYDEN ST
SMITH SAMANTHA JO &	64-020-732-012-00	401	523 DRYDEN ST
AGUILAR CIRILO	64-020-732-012-50	401	210 WOOD ST
THOMSON PHILIP DEPOYSTER JR & KAREN	64-020-735-001-00	401	602 STATE ST
THOMSON PHILLIP DEPOYSTER/KAREN LYN	64-020-735-002-00	401	606 STATE ST
SCHANER EUGENE	64-020-735-003-00	401	608 STATE ST
BONSTELL PAULA WITH LIFE ESTATE	64-020-735-004-00	401	612 S STATE ST
STEVENS APARTMENTS LLC	64-020-735-005-00	401	616 STATE
SALOMON LOPEZ CARRILLO &	64-020-735-006-00	401	208 WIGTON ST
MOORE COUNTRY PROPERTIES LLC	64-020-735-006-50	401	620 STATE ST
GOMEZ MARIANELA	64-020-735-007-00	401	215 WOOD ST
SAAVEDRA VICTOR M & MARTHA G &	64-020-735-007-50	401	211 WOOD ST
ROBBINS LYNDA	64-020-735-008-00	401	607 DRYDEN ST
GONZALEZ CLEMENTE & NOHEMI N	64-020-735-009-00	401	611 S DRYDEN ST
MANUEL VAZQUEZ-GUIJARRO	64-020-735-010-00	401	615 S DRYDEN ST
BALL LEEANN M	64-020-735-011-00	401	619 DRYDEN ST
CAREY THOMAS I & MARY A	64-020-735-012-00	401	212 WIGTON ST
KINDINGER MELISSA	64-020-735-012-50	401	621 DRYDEN ST

GALE REAL ESTATE CO	**64-020-736-001-00**	**001**	**704 STATE ST**
GALE REAL ESTATE CO	64-020-736-001-10	201	704 STATE ST
DB INVESTMENTS, LLC	64-020-736-001-20	201	704 STATE ST
HIGHLAND RICHARD M & MURIEL L	64-020-736-012-00	201	99 CHATAQUA
VEGA DON & NANCY K	64-020-737-001-00	401	712 S COURTLAND ST
SALINAS JESUS & MARIA SAN JUANA	64-020-737-002-00	401	714 COURTLAND ST
BEYER TIMOTHY L & JOANNE M	64-020-737-003-00	401	716 S COURTLAND ST
HEGG WILLIAM & JANET A & SCOTT HEGG	64-020-737-004-00	401	718 S COURTLAND ST
SCHANER LESTER E JR	64-020-737-005-00	401	720 S COURTLAND ST
RITCHIE GLORIA & JEFFREY C NEL	64-020-737-006-00	401	728 S COURTLAND ST
RUSSELL BENJAMIN JR &	64-020-737-007-00	401	703 STATE ST
RIVERA ELAINE H ET AL	64-020-737-008-00	401	705 S STATE ST
OA10 LLC	64-020-737-009-00	201	715 S STATE ST
BRAGDON WOODS, LLC	64-020-738-004-00	401	
SHELBY STATE BANK	64-020-738-004-30	201	803 STATE ST
SHELBY STATE BANK	64-020-738-004-40	201	811 STATE ST
GRICE'S HOMETOWN PROPERTIES LLC	64-020-738-004-60	201	815 STATE ST
ROSSITER MICHAEL J & MARY M	64-020-738-004-80	201	105 CHATAQUA
WHITEHILL GARTH P & ANN	64-020-738-005-20	201	130 ENTERPRISE
CERES SOLUTIONS	64-020-738-006-00	201	111 ENTERPRISE
STATE PRO BUILDING LLC	64-020-738-006-20	201	907 S STATE ST
ERICKSON PAUL	64-020-738-006-60	401	STATE ST
LOPEZ CHRISTOPHER	64-020-739-002-00	401	811 S DRYDEN ST
BOUTELL R L PROPERTIES LLC	64-020-739-002-10	401	809 DRYDEN ST
SALAZAR ELIZABETH	64-020-739-002-20	401	815 DRYDEN ST
PAW CO LLC	64-020-739-002-40	201	900 STATE ST
HART AREA FIRE ADMINISTRATIVE	64-020-739-002-60	201	STATE ST
PENOYER EDDIE A & RUBYANN G & BRETT	64-020-739-002-90	401	820 STATE ST
T'NT	64-020-739-003-00	201	900 S STATE ST
WEST SHORE BANK	64-020-818-400-06	201	4070 W POLK RD
BEERHART LLC	64-020-818-400-07	201	4086 W POLK RD
EXCEL PROPERTY MANAGEMENT LLC	64-020-818-400-08	201	4168 W POLK RD
HOP FAMILY LLC	64-020-818-400-09	201	4220 W POLK RD
WALLS KARL D & KARL D II	**64-020-818-400-10**	**001**	
SYSTEM CAPITAL REAL PROPERTY	64-020-818-400-11	201	4256 W POLK RD
AUTOZONE DEVELOPMENT, LLC	64-020-818-400-12	202	4108 W POLK RD
HANSEN FAMILY TRUST	64-020-818-400-13	202	
HALLACK DANIEL E	64-020-819-200-02	201	4223.5 W POLK RD

HALLACK CONTRACTING INC	64-020-819-200-03	201	4223 W POLK RD
HODGES PROPERTIES LLC	64-020-819-200-04	201	4181 W POLK RD
KLOTZ KATHRYN D & KLOTZ KYLE D	64-020-819-200-05	201	4133 W POLK RD
FAMILY FINANCIAL CREDIT UNION	64-020-819-200-06	201	4075 W POLK RD
HODGES PROPERTIES LLC	64-020-819-200-07	201	4181 W POLK RD
CHEEMA, L.L.C.	64-020-819-200-10	201	4143 W POLK RD
BLARNEY CASTLE OIL CO	64-020-819-200-13	201	4279 W POLK RD
D C LAND CO LLC	64-020-819-200-16	202	2306 N COMFORT
MICHIGAN WEST LLC	64-020-819-200-17	201	4081 W POLK RD
D C OF HART LLC	64-020-819-200-18	201	2248 N COMFORT
M & D RENTALS	64-020-819-200-19	202	
TGD LLC	64-020-819-200-20	201	2359 N COMFORT
SILVER LAKE MANAGEMENT INC	64-020-819-200-21	201	2332 N COMFORT
NMP PROPERTIES LL(KP HART LLC)	64-020-819-200-22	201	2386 N COMFORT
AGREE DEVELOPMENT, LLC	64-020-819-200-23	201	2278 N COMFORT
OCE PROPERTIES, LLC	64-020-819-200-24	201	2327 N COMFORT
WEESIES BROTHERS GREENHOUSES L	64-020-819-200-25	201	2343 N COMFORT
BARZ INVESTMENTS LLC	64-020-820-100-01	201	2370 N 72ND AVE
RENNHACK DAVID & JOANN LIVING TRUST	64-020-820-100-05	202	3793 W POLK RD
MICH DNR - GRANTS ADMIN DIV	64-020-910-363-00	102	
CIT GROUP, INC & SUBSIDIARIES	64-020-919-002-00	251	3750 W POLK RD
VITALITY FOODSERVICE, INC.	64-020-919-003-00	251	611 E MAIN ST
WAYPORT, LLC	64-020-919-007-00	251	4256 W POLK RD
OCEANA HERALD JOURNAL	64-020-919-008-00	251	123 S STATE ST
DONALD T POOLE	64-020-919-009-00	251	4143 W POLK RD
MARATHON PATROLEUM COMPANY LP	**64-020-919-014-00**	**003**	**4220 W POLK RD**
MUSKEGON CELLULAR PSHP	64-020-919-016-00	251	69 S STATE ST
BLI RENTALS, LLC	64-020-919-017-00	251	512 S STATE ST
MUZAK LLC	64-020-919-019-00	251	4220 W POLK RD
MEYER MUSIC INC.	64-020-919-021-00	251	300 W JOHNSON
INTERMEX WIRE TRANSFER, LLC	64-020-919-022-00	251	19 S STATE ST
OPNAD FUND, INC	**64-020-919-028-00**	**003**	**4256 W POLK RD**
SUMMIT FUNDING GROUP, INC	64-020-920-000-01	251	3325 POLK RD
VITALITY FOODSERVICE INC.	64-020-920-000-06	251	611 E MAIN ST
NORTHERN HOME CARE INC	64-020-920-000-08	251	49 S STATE ST
OUTCOME HEALTH	64-020-921-000-01	251	611 E MAIN ST
WAYPORT, LLC	64-020-921-000-02	251	4256 W POLK RD
WHITEWATER VALLEY PUBLISHING CO	64-020-922-000-01	251	123 S STATE ST

GRAY & COMPANY	64-020-980-032-00	251	3325 W POLK RD
GRAY & COMPANY	64-020-980-033-00	251	3325 W POLK RD

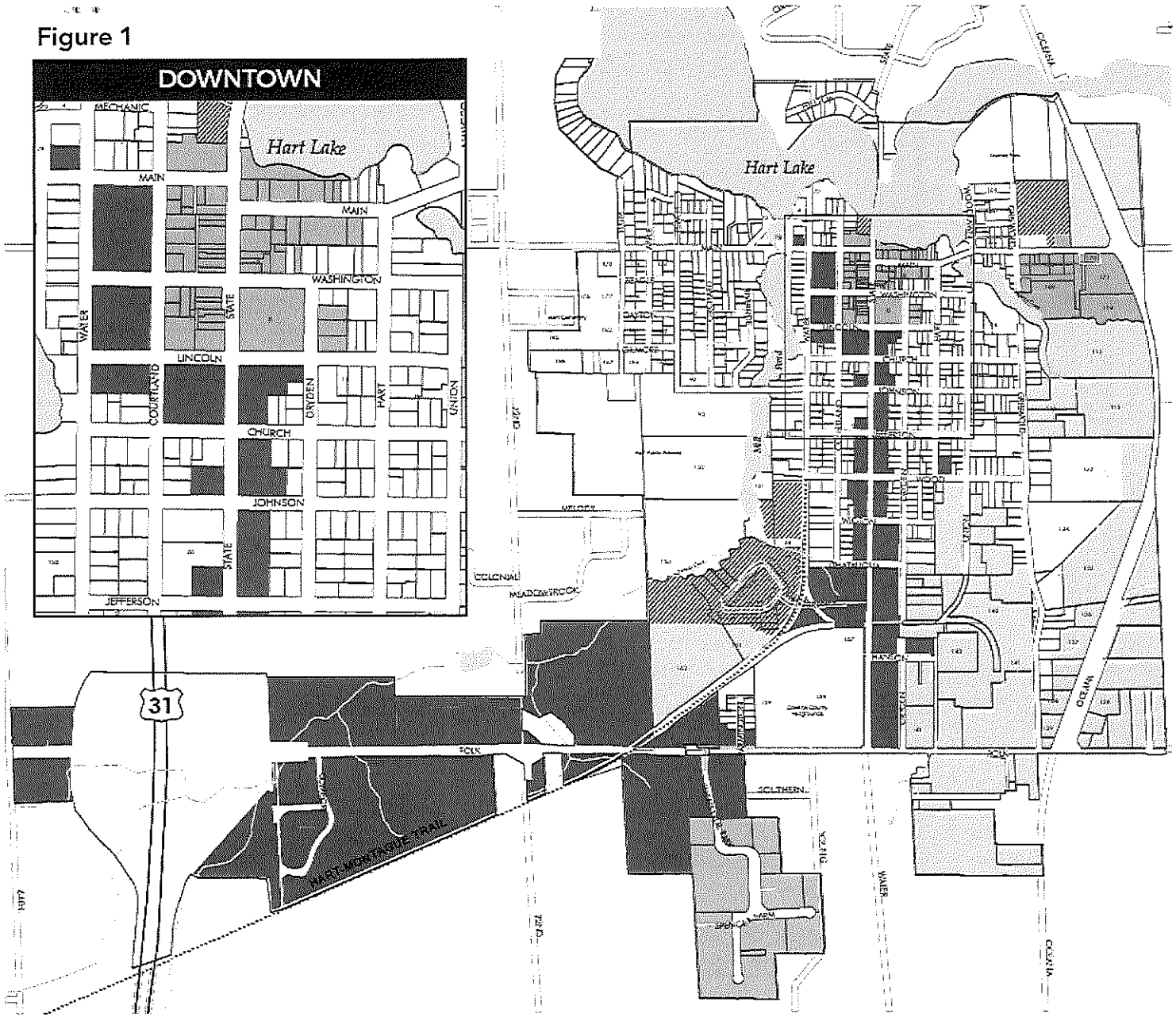
RED FONT: Rows that contain bold/red font include real/personal property which has been retired, split, or combined. These parcels were included within the development area at a point in time but are no longer active parcels.

BLUE FONT: Rows that contain bold/blue font include personal property and not real property.

Table 2A: State Tax Commission Recommended Classification Codes

Property Classification Code	Description
001	Retired Split / Combined
003	Reference (Special Acts)
102	Agricultural - Vacant
201	Commercial - Improved
202	Commercial - Vacant
251	Commercial - Personal Property
301	Industrial - Improved
401	Residential - Improved

Figure 1



City of Hart

Oceana County, Michigan

ZONING MAP

Updated: March 24, 2021

- A, Residential Zone
- A-1, Residential Zone
- A-2, Apartment Zoning District
- B-1, Central Business District
- B-2, General Business District
- C-2, Limited Commercial
- D-1, Industrial District
- D-2, Industrial Park District
- M-1, Medical/Institutional District
- PUD, Planned Unit Development

1 inch = 500 feet

0 0.125 0.25 0.5 Miles

williams&works

engineers | surveyors | planners

Data Sources: Michigan CGI, Oceana County Equalization

Figure 2

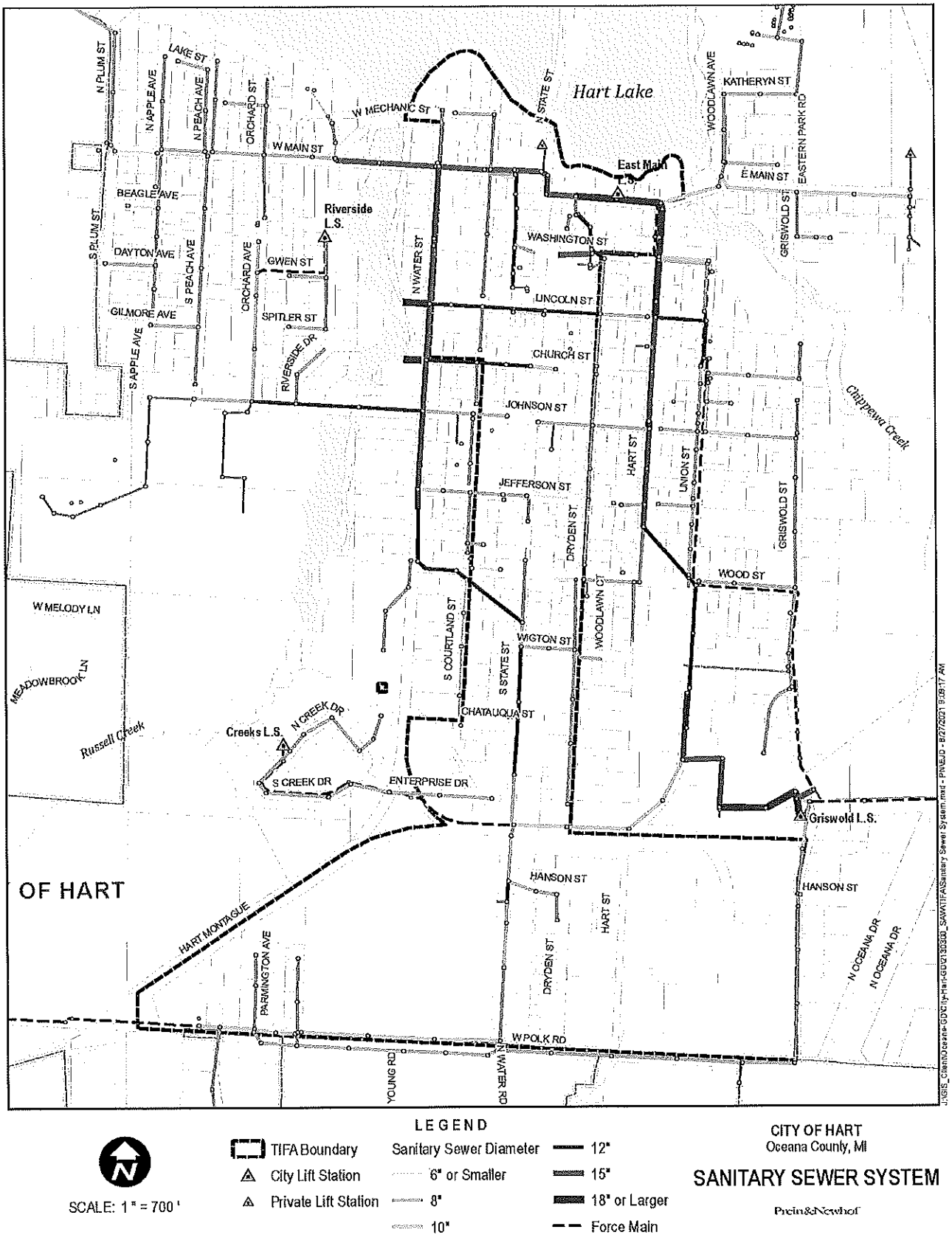

Hart Lake
LAKE ST
N PLUM ST
N APPLE AVE
N PEACH AVE
ORCHARD ST
W MAIN ST
W MECHANIC ST
STATE ST
WOODLAWN AVE
KATHERYN ST
EASTERN PARK RD
E MAIN ST
East Main
GRISWOLD ST
BEAGLE AVE
S PLUM ST
Riverside L.S.
DAYTON AVE
S PEACH AVE
ORCHARD AVE
GWEN ST
N WATER ST
WASHINGTON ST
LINCOLN ST
GILMORE AVE
SPITLER ST
S APPLE AVE
RIVERSIDE DR
CHURCH ST
JOHNSON ST
Chippewa Creek
HART ST
UNION ST
JEFFERSON ST
DRYDEN ST
GRISWOLD ST
WOOD ST
W MELODY LN
MEADOWBROOK LN
S COURTLAND ST
S STATE ST
WIGTON ST
WOODLAWN CT
CHATAUQUA ST
Russell Creek
Creeks L.S.
N CREEK DR
S CREEK DR
ENTERPRISE DR
Griswold L.S.
OF HART
HANSON ST
HART MONTAGUE
PARMINGTON AVE
DRYDEN ST
HART ST
HANSON ST
N OCEANA DR
N OCEANA DR
W POLK RD
YOUNG RD
WATER RD
J:\GIS_Client\Oceana-GD\City\Hart-GD\130300_SAN\TIFA\Sanitary Sewer System.mxd - PINEJD - 8/27/2021 11:09:17 AM
LEGEND
TIFA Boundary
City Lift Station
Private Lift Station
Sanitary Sewer Diameter
6" or Smaller
8"
10"
12"
15"
18" or Larger
Force Main
SCALE: 1 " = 700 '
CITY OF HART
Oceana County, MI
SANITARY SEWER SYSTEM
Prein&Newhof

Figure 3

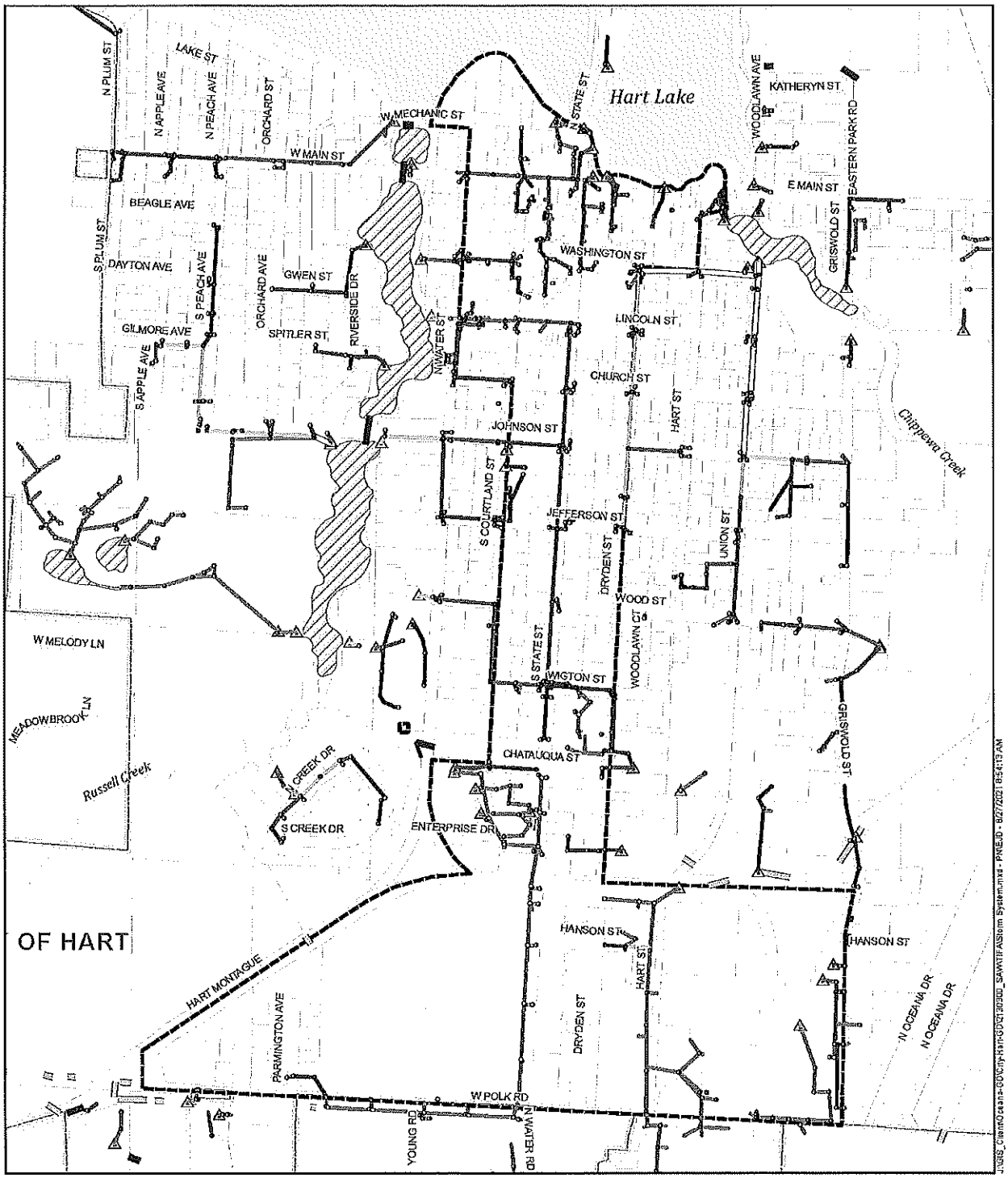
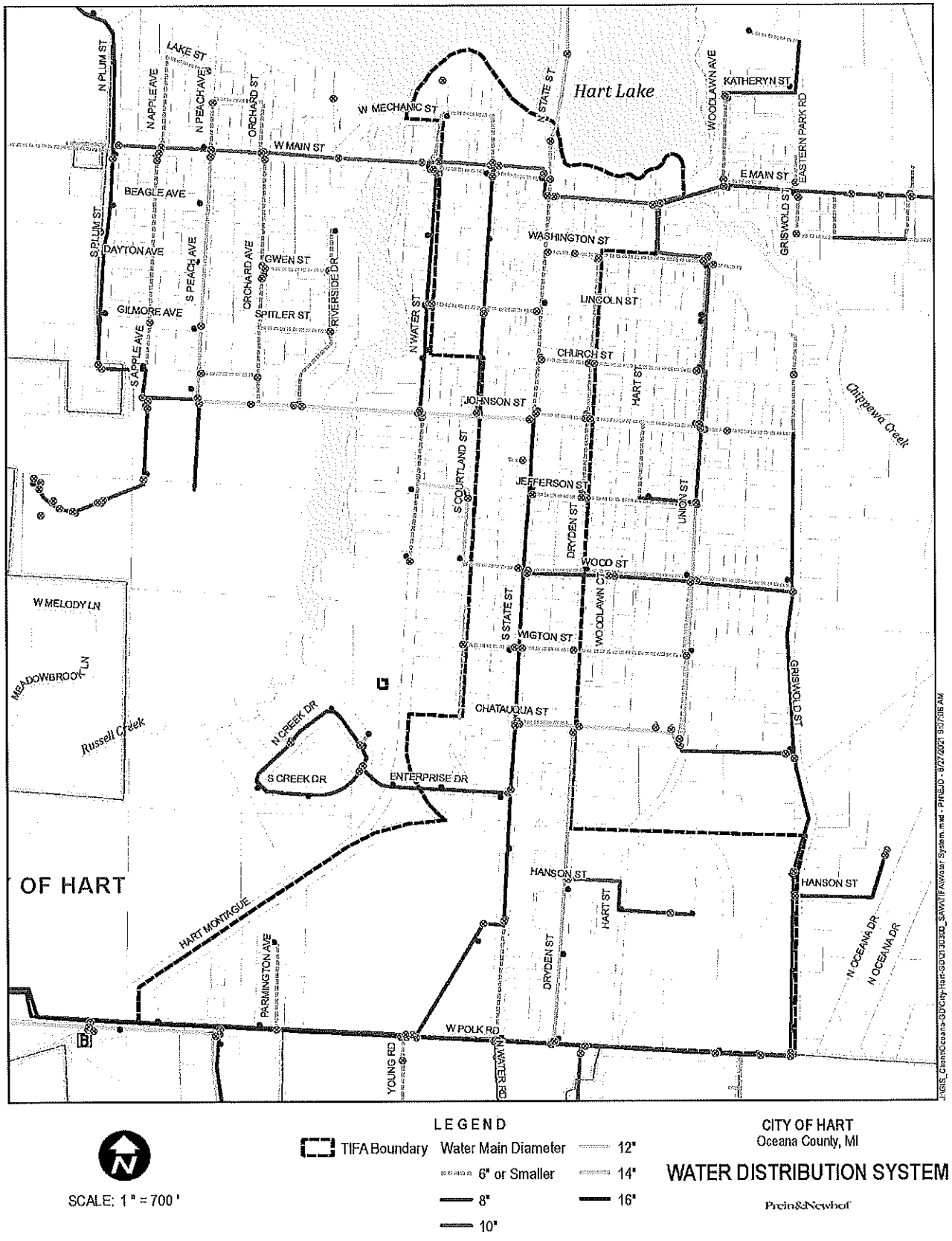

Hart Lake
Chippewa Creek
Russell Creek
OF HART
N PLUM ST
LAKE ST
N APPLE AVE
N PEACH AVE
ORCHARD ST
W MAIN ST
W MECHANIC ST
STATE ST
WOODLAWN AVE
KATHERYN ST
EASTERN PARK RD
E MAIN ST
GRISWOLD ST
BEAGLE AVE
S PLUM ST
DAYTON AVE
S PEACH AVE
ORCHARD AVE
GWEN ST
RIVERSIDE DR
WASHINGTON ST
LINCOLN ST
GILMORE AVE
S APPLE AVE
SPITLER ST
N WATER ST
CHURCH ST
HART ST
JOHNSON ST
S COURTLAND ST
JEFFERSON ST
DRYDEN ST
UNION ST
WOOD ST
W MELODY LN
MEADOWBROOK LN
S STATE ST
WOODLAWN CT
CHATAUQUA ST
CREEK DR
S CREEK DR
ENTERPRISE DR
HANSON ST
HART MONTAGUE
PARMINGTON AVE
W POLK RD
YOUNG RD
N WATER RD
N OCEANA DR
LEGEND
TIFA Boundary
Storm Sewer Diameter
8" or Smaller
10" - 12"
15" - 18"
21" - 24"
30" or Larger
Storm Sewer Owned by Others
SCALE: 1 " = 700 '
CITY OF HART
Oceana County, MI
STORMWATER SYSTEM
Prein&Newhof

Figure 4



SCALE: 1 " = 700 '

LEGEND

TIFA Boundary

Water Main Diameter

6" or Smaller

8"

10"

12"

14"

16"

CITY OF HART
Oceana County, MI

WATER DISTRIBUTION SYSTEM

Prein&Newhof

PART 2: DOWNTOWN B-1 CENTRAL BUSINESS DISTRICT CORRIDOR

A. THE LOCATION, CHARACTER, AND EXTENT OF PROPOSED PUBLIC AND PRIVATE LAND USES.

As part of its development efforts, the Authority intends to identify land use change and development patterns within the commercial corridor. This effort should yield information pertaining to proposed land uses. Developing parking areas and parks or open space for visitors, customers, and residents of the City will be considered.

Part of the overall planning effort is to create an area that will attract new investment and bring much needed business to the Hart area. Of course, the primary area the City would like to see develop as a result of this plan is the downtown core around State St and Main St. The TIFA Board has developed a list of proposed new businesses using data collected from a 2012 Downtown Market Study that might contribute to the growth in the area and complement the intent of the district's character. The following is a list of desired new businesses:

Shoe store	Candy/chocolate specialty shop
Meat shop	Craft supplies
Flower/gift shop	Book or music store/gourmet coffee
Import giftware "South of the Border" flair	Outfitter/sporting goods
Tap Room or Brewery	Habitat Re-Store
Gift shop, cards, novelties, specialty food	Winery/tasting room
Hart apparel & local merchandise shop	Dry cleaning/laundry service
Locally grown & packaged food gift items	Bike shop/kayak "rentals"
Full Service Restaurants—Casual to Upscale – Drinking	Homeware, kitchenware, gadgets

B. A DESCRIPTION OF PROPOSED IMPROVEMENTS INCLUDING PLANS, STUDIES, DEMOLITION, REHABILITATION, LOCATION, EXTENT, CHARACTER, COST, REPAIRS, ALTERATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

The following list of public improvement projects describes the extent of the proposed redevelopment.

(1) Design Plan.
This will be directed toward existing and proposed development of public land use and signage within the commercial corridor. Development within the district should occur, for the most part, within the context of good planning and oriented toward those activities related to future projects. A well- documented design plan would provide a comprehensive picture to guide future development activities.

Estimated Cost: $50,000

Estimated Completion: 2022 - 2025



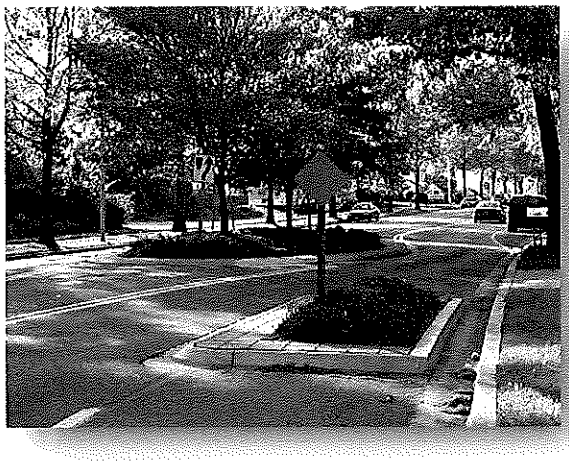
(2) Roadways.

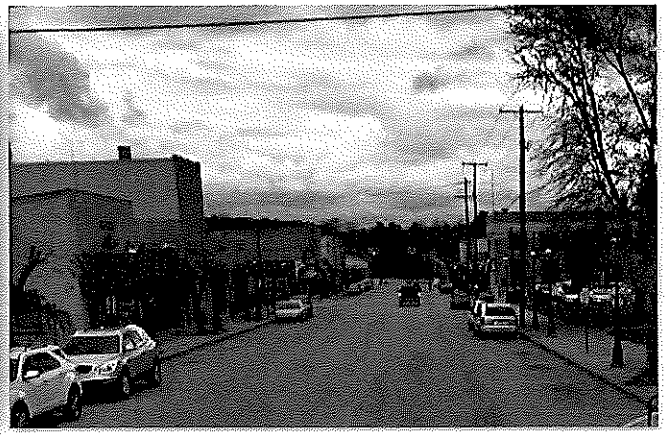
The existing State Street right-of-way through the business district will be improved northward to Main Street and along Main Street from Water Street to Hart Street. It should be designed to encourage slower speeds and facilitate pedestrian as well as vehicular movements.

Improvements may include, but are not limited to, improved buffers between travel lanes and pedestrians, curb and gutter, and traffic calming design elements such as bulb-outs and narrower lanes. Improvements and funding to improve State Street would be in collaboration with the Oceana County Road Commission and the Michigan Department of Transportation at the Polk Rd intersection.

Estimated Cost: $1,500,000

Estimated Completion: 2025 - 2035





(3) Municipal Water System.
While the municipal water system in the development area largely serves the entirety of the State Street/Main Street business corridor within the City, certain properties or developments may require extensions, connections or replacement of lead lines, as they are developed. The system should be extended to new developments as needed.

Estimated Cost: $200,000

Estimated Completion: Ongoing



(4) Municipal Sanitary Sewer System.
The sanitary sewer should be extended and connected in the same manner as the water system.

Estimated Cost: $376,000

Estimated Completion: Ongoing

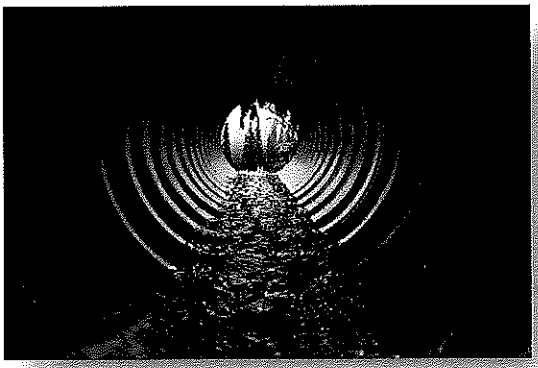


(5) Surface and Stormwater Drainage.
Improvements to the stormwater system should be addressed as needed to prevent excessive loading to the drainage system in the City. Stormwater drainage should be considered whenever new development is proposed and should be improved to provide for adequate surface drainage.

Stormwater drainage may also need to be addressed as street cross-sections are modified and as landscaping and non-motorized facilities are installed.

Estimated Cost: $270,000

Estimated Completion: Ongoing



(6) Landscaping and Public Amenities.

The entire area should be adequately landscaped to include tree plantings, shrubs, lighting, and other public amenities along the entire length of State Street and along Main Street from Water Street to Hart Street, as well as within adjacent public rights-of- way wherever possible. Amenities may include seasonal elements, bike racks, dog clean-up stations, cigarette butt receptacles, public benches, and architectural features or art. Seeding, plantings, and shrubs should also be installed in places where excavation has occurred or simply to provide beautification. Improved landscaping at the entrance to the Business District at the southwest corner of State Street/Polk Road intersection.

Estimated Cost: $360,000

Estimated Completion: Ongoing





(7) Lighting.

The existing decorative, pedestrian-scaled lighting should continue along State Street from Polk Street to Jefferson Street. Lighting should be placed on both side of the street and be spaced appropriately to ensure that pedestrians and vehicles are seen at night. The existing brown decorative light poles should be painted black to match. Additional decorative lighting in Pocket Park, Hart Commons should be considered such as solar illuminations, hanging bulb lights, etc.

Estimated Cost: $150,000

Estimated Completion: 2023 - 2026





(8) Parks, Open Space, Community Gathering Space.

Hart Commons Park, located in the center of the business district, serves as a gather space and entertainment venue. Expansion projects may include obtaining an easement from the owners of adjacent property owners to construct an accessible boardwalk, with railings, to connect the adjacent, City-owned parking lot and lake with an overlook deck to the larger sections of the Hart Commons. A space-appropriate performance shelter is envisioned where most entertainment currently takes place. Future developments include exploring accessibility from the lakeshore to facilitate access to the downtown and Hart Commons by kayakers and boats. With each new phase of development, additional public inputs and feedback will be solicited to ensure alignment with the community's vision.

TIFA will support the maintenance of Pocket Park with a maximum contribution capped at 20% of the total annual maintenance costs for the Pocket Park.

Estimated Cost: $385,000

Estimated Completion: Ongoing

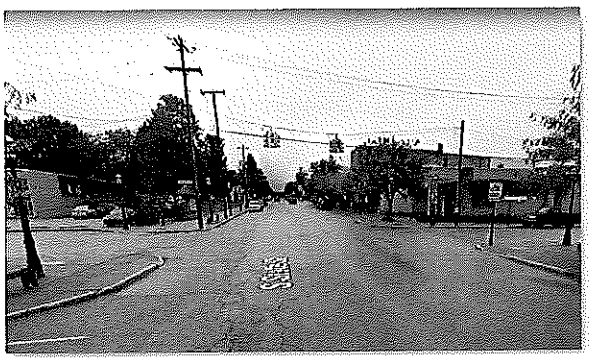



(9) Crosswalks.

Crosswalks are proposed to link new and existing commercial developments on both sides of Lansing Road. New crosswalks should be brick construction or significant striping delineation, and include signals, plantings, and ground-level lighting. New crosswalks should be installed at intersections and at mid-block crossing areas where no intersections are present for a considerable distance.

Estimated Cost: $50,000

Estimated Completion: 2024-2027





(10) Parking

The City-owned building known as Walkers Restaurant at 211 E Main Street should be demolished and developed into a well-planned parking lot/event venue with adequate green space, brickwork, and venue amenities such as electricity, performance platform, pavilion, etc. Consider utilizing this lot for business start-up pop-up shops using a design that compliments the look of the rest of the district. A parking study will aid in determining what our current downtown parking capacity is.

Estimated Cost: Phase I Demolition/Parking: $175,000 | Phase II Pop-up Structure $150,000

Estimated Completion: Phase I 2023 | Phase II 2025





The amounts and timeline for the projects set forth above are estimates and may be revised from time to time without amending this Restated Plan.

C. THE CONSTRUCTION OR STATES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.

Construction of the activities above are expected to be completed as noted, however, the stages

and timeline for the completion of those items may be revised from time to time without amending this Restated Plan. The majority of the projects are to be financed by Tax Increment Revenues on a "pay-as-you-go" basis and/or through the issuance of bonds authorized by Act 57.

D. A DESCRIPTION OF ANY PORTIONS OF THE DEVELOPMENT AREA WHICH THE AUTHORITY DESIRES TO SELL, DONATE, EXCHANGE, PURCHASE, OR LEASE, TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.

The Authority intends at this time to convey to the City of Hart at no cost the improvements constructed in this area and any land purchased as the result of implementing this Plan. It is expected that public improvements will be operated and maintained by the City.

E. A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS, AND UTILITIES.

(1) A Description of Desired Zoning Changes.

While significant zoning changes are not anticipated, it is possible that the City may amend the zoning ordinance in the future. The intent of any such changes in the zoning ordinance would be to provide for development in harmony with this plan, the proposed design plan, and other adopted plans in the City.

(2) A Description of Desired Changes in Streets, Street Levels, or Intersections.

Changes in local streets, street levels, or intersections other than along State Street and Main Streets are not anticipated in this Development Plan, although some construction activities within local street rights-of- way may be necessary.

More significant changes are proposed along State Street and Main Street particularly within the business district corridor. The redevelopment would involve coordination with the Oceana County Road Commission and the Michigan Department of Transportation.

PART 4: DISTRICT-WIDE IMPROVEMENTS

A. THE LOCATION, CHARACTER, AND EXTENT OF PROPOSED PUBLIC AND PRIVATE LAND USES.

Land use characteristics are not expected tochange.

B. A DESCRIPTION OF EXISTING IMPROVEMENTS TO BE DEMOLISHED, INCLUDING PLANS, STUDIES, DEMOLITION, REHABILITATION, LOCATION, EXTENT, CHARACTER, COST REPAIRS AND ALTERATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

The following proposed public improvements within the dedicated public portions of the TIFA District in addition to those referenced to previously in this document include:

(1) Municipal Water System.

While the municipal water system in the development area is largely well established, certain properties or developments may require extensions, replacement, or connections as they are developed. The system should be extended to new developments as needed.

Estimated Cost: $100,000

Estimated Completion: Ongoing

(2) Municipal Sanitary Sewer System.

The sanitary sewer should be extended and connected in the same manner as the water system.

Estimated Cost: $100,000

Estimated Completion: Ongoing

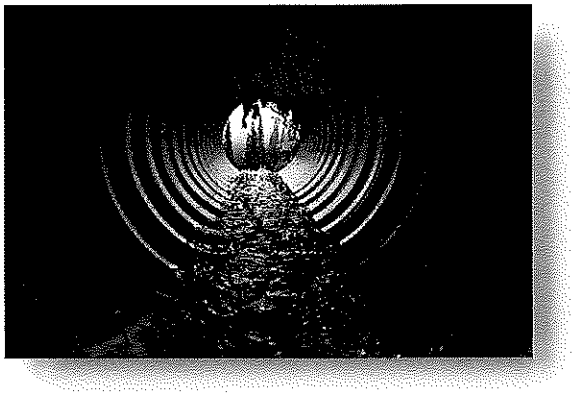


(3) Surface and Stormwater Drainage.
Improvements to the stormwater system should be addressed as needed to prevent excessive loadingto the drainage system in the City. Stormwater drainage should be considered whenever new development is proposed and should be improved to provide for adequate surface drainage.

Stormwater drainage may also need to be addressed as street cross-sections are modified and as landscaping and non-motorized facilities are installed.

Estimated Cost: $150,000

Estimated Completion: Ongoing



5) Business Development, Communication, and Collaboration.
The Authority will assist the Hart City Council in providing an acceptable climate for business investment. This may involve the provision or advertising of sites for development or location, promotion, and marketing to attract businesses to Hart, development of existing business retention initiatives, market research campaigns, coordination of events, and other activities that will promote local economic expansion and placemaking.

Estimated Cost: $50,000

Estimated Completion: Ongoing

(6) Landscaping and Public Amenities.

The entire TIFA District and surrounding area should be adequately landscaped to include tree plantings, shrubs, lighting, and other amenities in public rights-of-way and public spaces such as parks. Amenities may include seasonal elements, bike racks, dog clean-up stations, cigarette butt receptacles, public benches, recreational facilities, architectural features, and art installations. Seeding, plantings, and shrubs should also be installed in places where excavation has occurred or simply to provide beautification.

Estimated Cost: $500,000

Estimated Completion: 2022-2030

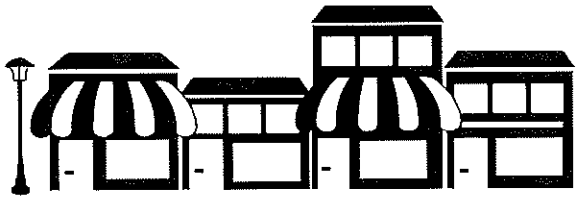


(7) Property Improvement Program.

Continue Property Improvement Grant incentive which provides a matching grant for improvements within the TIFA District. Individual grant amounts up to 50 percent of owner investment will be considered by applying to the TIFA board. A percentage (not to exceed 50% of TIFA's annual capture funds) shall be allocated to be awarded during each budget year. The total of funds allocated for this program shall be determined and published not later than July 1st of each year. The TIFA reserves the right to reallocate funds. There are no set minimum or maximum number of projects per year.

Estimated Cost: $360,000

Estimated Completion: $40,000 annually



(8) Property Acquisition.

The Tax Increment Financing Authority has the authority to acquire by purchase or otherwise, on terms and conditions and in a manner the authority considers proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in property, which the authority determines is reasonably necessary to achieve `the purposes of this part, and to grant or acquire licenses, easements, and options with respect to that property to:

- Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances to that property, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination of them.
- Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
- Lease any building or property under its control, or any part of a building or property.
- Accept grants and donations of property, labor,

Estimated Cost: $500,000

Estimated Completion: Ongoing

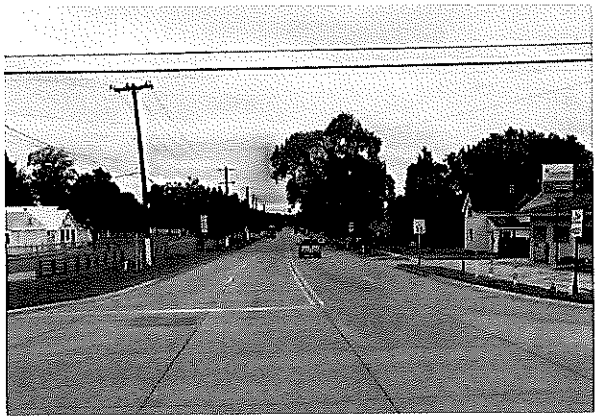


(9) Signage.

New signs should be provided throughout the District along Polk and State Streets, entering the Downtown from all directions and from the highway exits at US-31 on Polk Rd. The signs should be aesthetically pleasing, visibly placed, and contain the name "Hart Business District", "Downtown Hart" or something similar with consistency in terminology and graphics as part of an overall system. A decorative monument sign should be installed at the northwest corner of Polk/State Street or an over-the-road welcome sign over State Street at the Polk Road intersection to serve as a gateway feature. Signage should be installed along the Hart-Montague Bike Trail and along Water Street directing bikers into the core Business District.

Estimated Cost: $300,000

Estimated Completion: 2022 - 2027





(10) Nonmotorized Trails and Sidewalks.
Sidewalk replacements are planned for both sides of State and Main Streets through the Development Area. Sidewalk should continue along the west side of State Street from the entrance of the fairgrounds, southbound to Polk Road continuing along north Polk Road to the end of the district. Nonmotorized trails should connect to the trail system outlined in the City's Master Plan.

Estimated Cost: $300,000

Estimated Completion: 2022 - 2027

The amounts and timeline for the projects set forth above are estimates and may be revised from time to time without amending this Restated Plan.

C. THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.

Construction of the activities above are expected to be completed as noted, however, the stages and timeline for the completion of those items may be revised from time to time without amending this Restated Plan. The majority of the projects are to be financed by Tax Increment Revenues on a "pay-as-you-go" basis and/or through the issuance of bonds authorized by Act 57.

D. A DESCRIPTION OF ANY PORTIONS OF THE DEVELOPMENT AREA WHICH THE AUTHORITY DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE, TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.

The Authority intends at this time to convey to the City of Hart at no cost the improvements constructed within the TIFA District. It is expected that the public improvements will be operated and maintained by the City.

E. DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS,STREET LEVELS, INTERSECTIONS, AND UTILITIES.

(1) A Description of Desired Zoning Changes.
Zoning Changes pertaining to this development are not anticipated.

(2) A Description of Desired Changes in Streets, Street Levels, or Intersections.
Changes in existing streets and street levels are not anticipated outside of the commercial corridor. However, some construction activities within local street rights-of-way may be necessary. Existing roads within the TIFA boundaries will be improved as required to facilitate the intent of this Plan. Examples of these improvements include curb and gutter, storm drainage, resurfacing, widening, and sidewalks.

(1) A Description of Desired Changes in Utilities.
Utility improvements will be constructed within the Development Area as described in Sections B1,

B2 and B3.

PART 5: DEVELOPMENT ACTIVITIES AND COSTS

A. AN ESTIMATE OF THE COST OF THE DEVELOPMENT.

The estimated cost of the development activities described in this Restated Plan is approximately $5,754,000. as described below. The following table provides a summary of development activities, costs, and timeline. Projects are anticipated to be completed as follows, but may be implemented as conditions or opportunities permit:

TABLE 3: DEVELOPMENT ACTIVITIES AND COST

DOWNTOWN GENERAL DISTRICT TOTALS		TIMELINE
Design Plan	$50,000	2022-2025
Roadways	$1,500,000	2025-2035
Municipal Water System	$200,000	Ongoing
Municipal Sanitary Sewer System	$200,000	Ongoing
Surface and Stormwater Drainage	$376,000	Ongoing
Landscaping and Amenities	$360,000	Ongoing
Lighting	$150,000	2023-2026
Parks, Open Space, Community Gathering Space	$385,000	Ongoing
Crosswalks	$50,000	2024-2027
Parking	$325,000	2025-2025
GENERAL BUSINESS DISTRICT TOTALS		**TIMELINE**
Municipal Water System	$100,000	Ongoing
Municipal Sanitary Sewer	$100,000	Ongoing
Surface and Stormwater Drainage	$150,000	Ongoing
Business Development	$50,000	Ongoing
Landscaping and Public Amenities	$500,000	Ongoing
Property Improvement Grant	$370,000	2022-2027
Property Acquisition	$500,000	Ongoing
Signage	$300,000	2022-2027
Nonmotorized Trails and Sidewalks	$300,000	2022-2027
PROJECT TOTALS	**5,860,000**	

The amounts and timeline set forth above are estimates and may be revised from time to time without

amending this Restated Plan.

B. PROPOSED METHOD OF FINANCING THE DEVELOPMENT.

The Authority anticipates a 2021 tax year capture of $219,755.89 and increasing to $254,849.46 within 6 years for tax year 2027 (see Table 4). Annual revenues are expected to increase at a rate of 2.5% per year. Total tax increment revenues are expected to be approximately $5,754,000 over the next 20 years.

C. ABILITY OF THE AUTHORITY TO ARRANGE THE FINANCING.

The improvement schedule identified below will be financed from tax increment bond issues as well as annual revenues, grants, and other sources as they may become available. These revenues will be allocated according to this plan and the bylaws of the Authority. The Authority will establish an account or accounts as depository for funds. Most activities will be financed from tax increment revenues; however, other sources of funding will be sought on a continuing basis. The Authority expects to utilize:

i. grants from the state and federal governments for any eligible project or activity;

ii. grants from private foundations;

iii. appropriations and shared expenses from the City of Hart, other municipal entities, or other local government agencies;

iv. other sources as identified in the Authority's bylaws, local ordinances or resolutions, and Act 57 of 2018, as amended.

PART 6: DISPOSITION OF PROPERTY AND DISPLACEMENT OF PERSONS

A. DESIGNATION OF THE PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM ALL OR A PORTION OF THE DEVELOPMENT IS TO BE LEASED, SOLD, OR CONVEYED AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN, IFTHAT INFORMATION IS AVAILABLE TO THE AUTHORITY.

Developments in the Development Area are not anticipated to be undertaken in order to benefit particular property owners.

A. ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE DEVELOPMENT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED. IF OCCUPIED RESIDENCES ARE DESIGNATED FOR ACQUISITION AND CLEARANCE BY THE AUTHORITY, A DEVELOPMENT PLAN SHALL INCLUDE A SURVEY OF THE FAMILIES AND INDIVIDUALS TO BE DISPLACED, INCLUDING THEIR INCOME AND RACIAL COMPOSITION, A STATISTICAL DESCRIPTION OF THE HOUSING SUPPLY IN THE COMMUNITY, INCLUDING THE NUMBER OF PRIVATE AND PUBLIC UNITS IN EXISTENCE OR UNDER CONSTRUCTION, THE CONDITION OF THOSE IN EXISTENCE, THE NUMBER OF OWNER-OCCUPIED AND RENTER-OCCUPIED UNITS, THE ANNUAL RATE OF TURNOVER OF THE VARIOUS TYPES OF HOUSING AND THE RANGE OF RENTS AND SALE PRICES, AN ESTIMATE OF THE TOTAL DEMAND FOR HOUSING IN THE COMMUNITY, AND THE ESTIMATED CAPACITY OF PRIVATE AND PUBLIC HOUSING AVAILABLE TO DISPLACED FAMILIES AND INDIVIDUALS.

There are 150 residences within the development area boundaries, but there will be no displacement or relocation required as a result of this Development Plan.

B. A PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE DEVELOPMENT IN ANY NEW HOUSING IN THE DEVELOPMENT AREA.

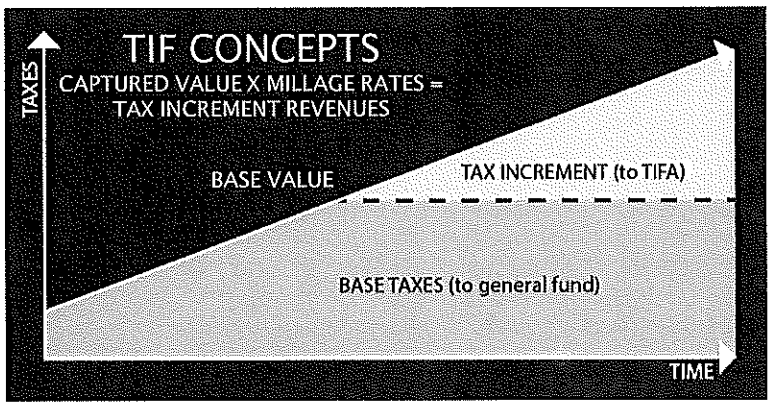
There will be no displacement or relocation required as a result of this Restated Plan, as such there is no plan required for compliance with Act 227 of 1972, as amended.

PART 7: FINANCING

A. THE REASONS THAT THE PLAN WILL RESULT IN THE DEVELOPMENT OF CAPTURED ASSESSED VALUE WHICH COULD NOT OTHERWISE BE EXPECTED.

The primary objective of the Hart TIFA is to create economic expansion and increase property values within the District. The major purpose of the Development Plan is to outline the necessary improvements, activities, and environment to attract developers and investment along the Commercial Corridors, and District in general. One of the constraints inherent in projects of this scale is the unavailability of the required amount of money for public improvements. It has been determined that tax increment financing would provide an appropriate source of funds within a reasonable time frame. Tax increment financing is considered an equitable method to help develop the projects identified herein and provide the City with some financial leverage that it previously did not have but would be required to commit. The City's commitment to establish and maintain the TIFA, which is authorized to undertake necessary improvement projects and finance those projects through the issuance of bonds (if necessary), is an important and necessary ingredient to accomplish the Development Plan.

The successful financial packaging of the entire development over the term of the Restated Plan will serve to fulfill the objectives of the City of Hart, but the entire project will not be completed without commitment through the Restated Plan. New commercial tenants will be able to locate using the improvements detailed in the Development Plan. TIFA bonds issued as a result of new development creates a self-fulfilling situation in that the public improvements are made possible through tax increment bonds issued as the result of the private investment. In this way, revenue is captured from increased taxable values that otherwise would not have occurred.



B. DETERMINATION OF ASSESSED VALUE.

The real and personal property within the Development Area have initial assessed value determined by the 1983 state equalized values of $4,744,500 in the Development Area.

The initial assessed value is apportioned between homestead and non-homestead properties on the basis of the ratio of current ad valorem taxable values of homestead and non-homestead property within the development area.

C. THE ESTIMATED ANNUAL CAPTURED ASSESSED VALUE AND TAX INCREMENT REVENUES.

Table 4 which follows, indicates the sources of income available to the Hart TIFA to pay the costs of the development plan and the estimated amounts of each source for the duration of this Restated Plan, based on taxable value and captured assessed value of real and personal property within the Development Area, assuming annual growth in the Development Area of 2.5 % on real and personal property.

The actual dollars collected by the taxing jurisdictions will vary from year to year. The applicable millage rates are summarized below. Since the millage rate will vary each year according to the annual approved rates, these rates should be considered illustrative only and not considered firm rates.

Captured Revenues	**Millage Rate**
City Operating	12.6567
Oceana County	5.6999
Street Improvement	1.9962
Ambulance	0.9000
911	0.1385
Council on Aging	0.9913
Medical Care Facility	1.9880
~~Medical Care 2021 Refi~~	~~0.5000~~ (exempt)
Cemetery	0.4998
Veterans	0.0994
Total Levy	24.698

TIFA levies from all non-education taxing jurisdictions captured for use under the Tax Increment Financing Plan. Taxing jurisdictions assessing a millage created for the sole purpose of debt service may be exempt. Education levies (school operating and debt levies and the State education tax levy) will not be captured. Table 4 also itemizes the estimated amount of non-education tax levies that would be captured over the remaining duration of the Restated Plan, based on taxable value and captured assessed value of real and personal property within the Development Area, assuming annual growth in the Development Area of 2.5 % on real and personal property.

The estimates of currently assessed valuations have been determined on the basis of the 2021 actual homestead and non-homestead taxable values, increased annually by 2.5%. Captured values are multiplied by the millage rate to determine amounts captured by the TIFA.

TABLE 4: ESTIMATED ANNUAL CAPTURED REVENUES AND IMPACT ON TAXING JURISDICTIONS

Year	Taxable Value	Captured Value	City (Captured by TIFA)	County (Captured by TIFA)	Total Captured by TIFA
1983 (Base)	$4,744,500.00	$0.00	$0.00	$0.00	**$0.00**
2021 (Actual)	$13,545,367.00	$8,800,867.00	$133,356.90	$86,399.00	**$219,755.89**
2022	$13,884,001.18	$9,020,888.68	$136,690.82	$88,558.97	**$225,249.79**
2023	$14,231,101.20	$9,246,410.89	$140,108.09	$90,772.94	**$230,881.03**

2024	$14,586,878.73	$9,477,571.16	$143,610.79	$93,042.27	**$236,653.06**
2025	$14,951,550.70	$9,714,510.44	$147,201.06	$95,368.32	**$242,569.39**
2026	$15,325,339.47	$9,957,373.20	$150,881.09	$97,752.53	**$248,633.62**
2027	$15,708,472.96	$10,206,307.53	$154,653.12	$100,196.35	**$254,849.46**
TOTAL					**1,409,958.62**
MILLS			15.1527	9.8171	24.9698

A DETAILED EXPLANATION OF THE TAX INCREMENT PROCEDURE.

Tax increment financing permits the Authority to capture tax revenues attributable to increases in the value of property within the Authority's development area described in Part 1. B. resulting from implementation of a development plan as defined in Act 57. The tax increment finance procedure is governed by Act 57. The summary of these procedures is outlined below and effective as of the date of this Restated Plan, but are subject to any changes imposed by future amendments to Act 57.

Upon the adoption by the City Council of the Original Plan, the initial assessed value of the development area was established at the assessed value, as sworn by the most recent assessment roll for which equalization had been completed of the property identified as part of the development area as established by the City Council. In each year the development plan and tax increment financing plan is in effect, the "Current Assessed Value" of all property within the Authority's Development Area will be determined. The Current Assessed Value of each parcel of property within the Authority's Development Area is its taxable value for that year.

The amount by which the aggregate Current Assessed Value of all property within the development area exceeds the aggregate Initial Assessed Value of that in any one year is the "Captured Assessed Value" of the development area. The Captured Assessed Value is calculated in the manner explained by Part 7.C. above. For the duration of the Restated Plan, taxing jurisdictions will continue to receive tax revenues based upon the Initial Assessed Value of property within the Development Area. The Authority, however, (subject to limitations and exemptions which may be contained in Act 57, this Tax Increment Financing Plan, and the provisions of any agreements for the sharing of Captured Assessed Value) receives each year the following amounts ("Tax Increment Revenues"):

(i) That portion of the ad valorem tax levy of all taxing jurisdictions on the Captured Assessed Value of the Development Area, other than the State, local school district, and intermediate school district levies, and specific local taxes attributable to such ad valorem property taxes unless otherwise excluded by board majority or Act 57.

(ii) Ad valorem tax levies and specified local taxes attributable to such ad valorem tax levies, of the State, local school districts, and intermediate school district on the Captured Assessed Value of the Development Area in an amount equal to the amount necessary to repay eligible advances, eligible obligations, and other protected obligations, as defined by Act 57.

The Tax Increment Revenues in excess of the actual costs of this Restated Plan to be paid from Tax Increment Revenues will be considered surplus under Act 57 unless retained to further implement the Development Plan pursuant to Act 57. Surplus Tax Increment Revenues must revert proportionately to the respective taxing jurisdictions from which collected.

D. MAXIMUM AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED.

The maximum amount of bonded indebtedness, excluding costs of issuance, supported by the tax increment

revenues to be incurred by or on behalf of the Authority for the purpose of financing the Development Plan is not to exceed 50% of the remaining anticipated capture within the duration of the Restated Plan or the actual amount necessary to fund the improvements specified in the Development Plan, whichever is less.

E. THE AMOUNT OF OPERATING AND PLANNING EXPENDITURES OF THE AUTHORITY AND MUNICIPALITY AND THE AMOUNT OF ADVANCES EXTENDED BY OR INDEBTEDNESS INCURRED BY THE MUNICIPALITY OR OTHERS, TO BE REPAID FROM TAX INCREMENT REVENUES.

(1) The Amount of Operating and Planning Expenditures of the Authority.

The Authority may reserve up to 30% of the annual budget for operations and administration to pay for:

(a) Mailing, duplicating, office supplies, and general office expenses.
(b) Its share of the expense of an annual audit if done in conjunction with the municipal audit, or the entire expense of an annual audit if done separately; and
(c) Administrative services or a Director for the TIFA through a contractual agreement or direct hire to:
- participate in development plans for downtown events, marketing and collaboration.
- Implement a business retention and recruitment plan.
- Explore business opportunities, demographics, historical information.
- Assist TIFA in executing the Restated Plan; and

(d) Any other operating and planning expenses that by resolution of the Board, are determined necessary to the purposes of the Authority to include support of affiliate organizations for activities within the district.

(2) The Amount of Operating & Planning Expenditures of the Municipality.

The City may, at the request of the Authority, reserve in their annual budget an amount for operating and planning expenditures of the Authority. This amount shall be determined by City Council during the annual budget setting process of the City. The Authority shall initiate their request of the City by resolution indicating the amount equal to the necessary expenses of the Authority not provided for in Section E above.

(3) The Amount of Advances by Others to be Repaid from Tax Increment Revenues.

It is possible that private developers may proceed with improvements identified herein on behalf of the Authority.

F. THE COSTS OF THE PLAN ANTICIPATED TO BE PAID FROM TAX INCREMENT REVENUES AS RECEIVED.

All costs of the Development Plan that are not able to be funded from obligations issued by or on behalf of the Authority are anticipated to be paid from tax increment revenues received. If any tax increment revenues received in any year are more than the amount necessary to repay any obligations issued by or on behalf of the Authority, or to fund any set aside or reserve related to such obligations, this excess is anticipated to be used to fund the costs of the Development Plan.

G. THE DURATION OF THE DEVELOPMENT PLAN AND THE TAX INCREMENT FINANCING PLAN.

The Tax Increment Financing Plan shall be effective for all levies made before September 30, 2027 and

through and including December 31, 2027 or until the principal and interest on any outstanding obligation payable from tax increment revenues have been paid or sufficient funds have been segregated to fully make those payments when due, whichever is the later date. The Development Plan shall be effective until the purposes for which it was established have been accomplished.

H. THE ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH THE DEVELOPMENT AREA IS LOCATED.

Tax increment financing, while being one of the most effective tools for the City to fund improvements for economic development, is not different from other development programs in the respect that, along with the benefits gained, there are certain costs to be incurred. These costs are the temporary reallocation of tax revenues from the captured assessed value in the Development Area. It is important to note that the impact of the revenues of the taxing jurisdiction occurs on the increase in value and does not affect the base revenue from the development area of each respective taxing jurisdiction. The impact of these revenue reallocations on each taxing jurisdiction is estimated in Table 4. For purposes of this Restated Plan, the Current Assessed Value of the development area is anticipated to increase by 2.5% annually. The estimates of Current Assessed values for the term of the Tax Increment Financing Plan are displayed in Table 4.

RESOLUTION 2021-79
City Council
City of Hart, Michigan
Oceana County

ACCEPT PROPOSAL FROM MERIT NETWORK AND AUTHORIZE CITY MANAGER TO SIGN 5 YEAR INTERNET SERVICE PROVIDER AGREEMENT

WHEREAS, in 2011 the Merit Network, Inc. (Ann Arbor, MI) constructed a 1000 Mbps fiber optic cable in West Michigan and routed the facility through the City of Hart; and

WHEREAS, Oceana County, and THE City of Hart established a fiber communications consortium with Hart City designated Lead Agency; and

WHEREAS, the existing services agreement with Merit expired on June 30, 2021 and should be renewed for 5-years to attain the maximum service discount and 100 Mbps bandwidth to accommodate actual usage; and

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Approves a 5-year 100 Mbps connection to Merit Network, Inc. Authorizes and directs the City Manager to sign the SERVICE AGREEMENT SCHEDULE on behalf of the City of Hart for 5-years and 100 Mbps bandwidth.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on November 9, 2021.

Ayes: ___ Nays: ___ Absent: ___

Rob Splane

From: John Winfrey <johnwin@merit.edu>
Sent: Thursday, June 17, 2021 9:18 AM
To: Rob Splane
Cc: Jameka Williams
Subject: Re: City of Hart Service Agreement
Attachments: Merit_Netw.001304.v3.13.pdf

Hi Rob,

Absolutely! We sent over a quote for renewal about 2-3 months ago. Obviously, some changes at the City! I have it attached. Most recently, the city has only signed for 1 year. We would like to offer a discount for additional years. $1200.00/year for a 3 year, and $2760.00/year for a 5 year. If desired, you could also cancel the DDOS service - that's $1500.00/year, but depends on your risk assessment.

I can cover this in detail and you can ask more questions if you would like. Top-level, here is some detail about Merit and the system you may not know about:

* City of Hart joined/developed a Consortium when the fiber service initially went through town. Oceana County, and the Library next door are on that service with the Router at your offices. The City bills Oceana County for their portion of the service. The Library is separate.
* In 2019 (about), we were asked to quote and add the two Data Collectors (North and South), for your meter reader project. Both are connected via fiber.
* Merit has supplied a range of IP4 address space to support the system at no charge - comes with the service.
* City of Hart has a 1G handoff, subscribed at 100Mb. Merit allows bursting above the subscribed 100Mb (as we do any other Member), up to the full 1G handoff whenever needed. The city is not charged for bursting unless it's sustained 30 minutes or more, over 2 consecutive days in any one given month. So, the city could burst for example every other day up to the full 1G without charge.
* Getting back to the Collectors...those are $3150.00/year each. Merit calls this type of arrangement "Attachments". Simply means they are able to use the city's full available bandwidth up to that 1G mentioned earlier. So you don't need to order more service individually with separate contracts.
* Merit does not "oversubscribe", the service. It is closely monitored so that each Member gets their full available service that they are paying for.
* It is a Symmetrical service - as subscribed 100Mb Up and Down.
* Each Directly-Connected Member gets 2 fibers - not 1. Why? If the system happens to suffer a fiber cut for example on one of those fibers the system auto-redirects and frankly, you won't know it happened. The entire system is built on service rings and architected to support failures - but will continue to work. You will be notified if there is any issue by the Merit 24x7x365 Support Center in Ann Arbor Michigan. Merit only supports this system in Michigan. No Offshore or other state support center is involved.
* If there is any non-emergency service work, we notify all Members associated with that work with 2 weeks prior notice - that, to minimize any issues and help Members schedule their time as well.
* As of today, I have been your local Member Engagement Manager for 4+ years now and no calls/issues from the city for any downtime.
* Merit also provides wrap-around services for Members. You aren't just a "Customer". We have the Annual Merit Member Conference to help all Members better understand productivity improvements, new ideas, collaboration, and our Communities of Practice to include CyberSecurity Collaborations and Network Management - relative to your situation.
* Another part of Merit also includes 2 hours free CyberSecurity consulting (or whatever you would like to discuss regarding cyber security with Kevin Hayes - Merit's Chief Information Security Officer.

* Merit does not supply residential services. Only business-related Government, Nonprofits of any type, K12 and Higher Ed. Merit is very focused in these areas.
* Merit Member Portal - you have (or will have), availability to access the Member Portal which includes: 24x7 access to Bandwidth Utilization stats (Real-Time), and a monthly overview in graphic and text format (data going back to 2013!). Also, includes Authorized Users, (can add outside technical staff if desired), Billing and Contractual information, and Free, 3 Domain Names, (can add more for a small extra charge).

Let me know when you would be available to discuss in total. Merit has a New Member Orientation slide deck and I think that would also be helpful.

Thank You,
John Winfrey

On Wed, Jun 16, 2021 at 2:48 PM Rob Splane <rsplane@cityofhart.org> wrote:

> Hi John,
>
> I recently was appointed as interim city manager for the City of Hart. In working on our 2021-2022 annual budget, I am reaching out to obtain an updated Service Agreement for the City of Hart Internet Service.
>
> I have noticed in reviewing documentation that our current agreement will expire at the end of this month and am seeking an updated agreement for renewal.
>
> The city is looking into enhancing some of our tech infrastructure at city hall, a company submitted a bid which included them supplying our fiber feed. They noted that they could provide 1Gbps with a static IP for $339/mo. In contrast the city is currently paying $15,030/yr. ($1,252.50 monthly) through Merit. I am wondering if this disparity is just due to the falling price of internet access, or if there are auxiliary services / benefits the city gains by using the Merit network?
>
> When you have a moment, could you work up a new agreement for the city? Perhaps we could schedule a quick call as well so I can have the opportunity to introduce myself and learn a bit more about Merit.
>
> Thanks for your time,
>
> ~Rob Splane
>
> Interim City Manager
>
> City of Hart
>
> 586.596.0005.cell

231.873.3546.office

www.cityofhart.org

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John Winfrey
Member Engagement Manager Central and Southwest Regions

johnwin@merit.edu | 616.743.7991 p | 734.649.8968 c | 734.527.4125 f
www.merit.edu
880 Technology Drive, Suite B | Ann Arbor, MI 48108-8963

Learn More About Merit Services



We have prepared a quote for you

Merit Internet Service

Quote # 001304
Version 3

Prepared for:

City of Hart

Lynne Ladner
lladner@cityofhart.org

880 Technology Drive
Suite B
Ann Arbor, MI 48108-8963
https://www.merit.edu
(734) 527-5700

merit

Monday, April 19, 2021

City of Hart
Lynne Ladner
407 S State St
Hart, MI 49420
lladner@cityofhart.org

Dear Lynne,

It is a pleasure to provide the attached proposal to City of Hart. Merit Network is a non-profit, membership organization committed to providing the highest quality of service to its Members. We are committed to providing scalable, adaptable, and dependable solutions to our Members to help them achieve their strategic goals. We foster a collaborative community of organizations like yours to share knowledge and resources to accomplish local or like-minded projects. Merit Members can achieve far more together than they can on their own, which makes their organizations stronger - allowing them to focus on their core competencies and missions.

I will follow-up with you to arrange a time to meet with you and any of your technical staff to discuss the enclosed proposal and answer any questions that you may have. Please feel free to contact me if you have any questions or need additional information. For more information about Merit, please refer to the enclosed materials or visit our web site at *www.merit.edu*. Thank you for your interest and support of Merit Network.

Sincerely,

John Winfrey
Southwest and Central Michigan Member Engagement Manager
Merit Network, Inc.

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(734) 527-5700

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100 Mbps of Internet - 3 Year

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Contracted Bandwidth - 100 Mbps	1	$0.00	$0.00	$6,840.00	$6,840.00
Network Access	**1**	**$0.00**	**$0.00**	**$2,250.00**	**$2,250.00**
DDoS Protection Service	1	$0.00	$0.00	$1,500.00	$1,500.00
Merit's **DDoS Protection Service** affords protection of your internet connection against volumetric Distributed Denial of Service ("DDoS") attacks. Merit staff will proactively monitor your traffic using best-in-class tools & threat intelligence. When they identify a sustained DDoS attack on your network, they will immediately contact you and begin the appropriate mitigation to keep your services up and running.					

Annual Recurring Total: **$10,590.00**

200 Mbps of Internet - 3 Year

* Optional

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Setup & Installation	**1**	**$250.00**	**$250.00**	**$0.00**	**$0.00**
Contracted Bandwidth - 200 Mbps	1	$0.00	$0.00	$13,680.00	$13,680.00
Network Access	**1**	**$0.00**	**$0.00**	**$2,250.00**	**$2,250.00**
DDoS Protection Service	1	$0.00	$0.00	$1,500.00	$1,500.00
Merit's **DDoS Protection Service** affords protection of your internet connection against volumetric Distributed Denial of Service ("DDoS") attacks. Merit staff will proactively monitor your traffic using best-in-class tools & threat intelligence. When they identify a sustained DDoS attack on your network, they will immediately contact you and begin the appropriate mitigation to keep your services up and running.					

* Optional Annual Recurring Total: **$17,430.00**

* Optional One-Time Total: **$250.00**

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Additional Attachment @ North Collector

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Dedicated Additional Attachment @ North Collector	1	$0.00	$0.00	$1,200.00	$1,200.00
Network Access	**1**	**$0.00**	**$0.00**	**$1,950.00**	**$1,950.00**

Annual Recurring Total: **$3,150.00**

Additional Attachment @ South Collector

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Dedicated Additional Attachment @ South Collector	1	$0.00	$0.00	$1,200.00	$1,200.00
Network Access	**1**	**$0.00**	**$0.00**	**$1,950.00**	**$1,950.00**

Annual Recurring Total: **$3,150.00**

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Merit Internet Service



Provided by:

Merit Network, Inc.
John Winfrey
616-743-7991
Fax (734) 527-4125
johnwin@merit.edu

Prepared for:

City of Hart
407 S State St
Hart, MI 49420
Lynne Ladner
(231) 873-2488
lladner@cityofhart.org

Quote Information:

Service Agreement# 20210701-DED-78622-JS-1
Quote# 001304 Version: 3
Delivery Date: 04/19/2021
Expiration Date: 07/10/2021

Annual Recurring Expenses Summary

Description	Amount
100 Mbps of Internet - 3 Year	$10,590.00
Additional Attachment @ North Collector	$3,150.00
Additional Attachment @ South Collector	$3,150.00
Annual Recurring Total:	**$16,890.00**

*Optional Expenses

Description	Recurring	One-Time
200 Mbps of Internet - 3 Year	$17,430.00	$250.00
Optional Subtotals:	**$17,430.00**	**$250.00**

Your signature below constitutes your agreement to purchase the Service(s) outlined in this proposal, the associated pricing, and the terms and conditions included in the proposal.

Merit Network, Inc.		City of Hart	
Signature:		Signature:	
Name:	John Winfrey	Name:	Lynne Ladner
Title:	Southwest and Central Michigan Member Engagement Manager	Date:	
Date:	04/19/2021		

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Additional Service Details

Bursting

Consortium/WAN Pricing - Under Merit Network, Inc.'s Consortium/WAN Pricing Model, one or more related organizations may aggregate traffic from multiple physical locations using multiple circuits for consolidated pricing. However, the entities must have an existing legal or purchasing relationship and management structure and one member of the consortium is designated the lead organization. Only the lead organization is permitted to contact Merit regarding service issues and support. For an additional "Consortium Dedicated Internet Service" fee, individual consortium members may have direct contact with Merit. The lead member must accept billing responsibility for the full contracted amount and will be responsible for the total amount due and for determining any chargebacks to the individual Consortium/WAN members. Traffic for all Consortia/WAN members are aggregated each month and billed according to the following rules:

·Bandwidth is measured by the "average peak" bandwidth usage, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base.

DDoS Mitigation

Should you decline the option to subscribe to Merit's DDoS Protection service and later request Merit to mitigate a DDoS attack, a one-time emergency mitigation fee of $5,000 will be incurred.

Pricing Guarantee

The pricing provided in this proposal is valid through the Expiration Date unless rescinded by Merit.

Agreement Term

This agreement begins on July 1 and expires at the end of the term selected.

Purchasing Details

Should you choose to proceed with the Service(s) included in this proposal, please provide the following details:

- Billing Contact Name, Phone Number, Email: _____
- Billing Cycle Date: [ ] July 1, [ ] January 1, [ ] October 1, or [ ] Other _____
- Billing Frequency: [ ] Annual, [ ] Semi-annual, [ ] Quarterly, or [ ] Monthly

(Non-annual billing frequencies incurring a $25 fee per non-annual invoice)

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Additional Service Details

- Service Implementation Contact Name, Phone Number, Email: _____

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Merit Service Agreement

Service Agreement # 20210701-DED-78622-JS-1

This Service Agreement (collectively with each Service Schedule, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and City of Hart ("Member").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Member the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Member setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Member Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) Installation. Merit will provide, at Member's expense, the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used (if applicable), and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time-to-time to other Merit Members. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense. Member's Internet access may exceed the provisioned and contractual bandwidth limit ("Bursting") by up to 50% (as capacity allows) - this will result in additional Bursting fees.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance on the Merit-supplied circuit at Member's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Member premises. Should Merit owned-equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

(f) *Wireless Disaster Recovery Failover Solution (optional).* For an additional fee, Member may elect the Wireless Disaster Recovery Failover Solution option. This Service will include the installation of a secondary device utilizing cellular wireless signals from a third party carrier. Should the primary Merit Internet service be impaired, this Service will automatically failover and act as a temporary Internet connection for the duration of the impairment. This Service is best effort and subject to the availability of the third party carrier cellular service. The estimated capacity of the Service will vary from the primary Merit Internet Service, and is specified in the attached Schedule(s).

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Member shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit, and all sales and use taxes, as well as duties or levies arising in connection with the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) *Term.* The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term as defined in attached quote.

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunications carrier, plus (iv) the balance of any remaining fiber access fees or amortized install charges, plus (v) all costs associated with disconnecting Member's service and removing any equipment from Member's site (charged at the then-applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (viii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Member agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Member shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Service Fees to its Non-Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and Obligations of Member

(a) Member is Responsible to Its Authorized Users. Member is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Member. By accepting Services from Merit, Member agrees to comply with the AUP located at https://www.merit.edu/aup.pdf,and any changes made from time to time thereto. Member also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Member shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Member-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Member or separately purchased by Member will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Members, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available" basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Member is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Member's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's cumulative liability to Member or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Member fees paid by Member to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Data Content

Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or

damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

11. Miscellaneous

(a) Governing Law; Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) *Entire Agreement.* This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Member may not assign this Agreement without the prior written consent of Merit.

(d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

____ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

DED, v.05012020

880 Technology Drive
Suite B
Ann Arbor, MI 48108-8963
https://www.merit.edu
(734) 527-5700

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Merit DDoS Protection Service Agreement

Service Agreement # 20210701-DED-78622-JS-1

Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, which operates a statewide research and education network, and provides network services and other products and services to its Members.

Merit Network, Inc. (Merit) agrees to perform the following services (the "Service") for City of Hart ("Member"). (Merit and Member may also be referred to as "Party or the Parties.")

Merit DDoS Protection Service

Merit's DDoS Protection Service enables Members to out-task volumetric Distributed Denial of Service ("DDoS") attack detections and mitigation activities by utilizing Merit's Security Operations Center ("SOC") and cloud mitigation services in order to keep their business online during a DDoS attack.

Benefits of the Service
This Service allows Members to benefit from controlled costs and business continuity in the event of a DDoS attack. In the event Merit mitigates an attack, Merit will send frequent updates until the mitigation is concluded and will compile an incident summary report to the Member after the event. Benefits of the annual subscription include four (4) professional service hours in order to configure the service and review the reports and alerts a Member might expect to receive. Subscribers will also receive reports about their traffic statistics and network health.

Configuration of the Service
Member and Merit will work together to establish 1) dedicated contacts and escalation processes for requesting a DDoS attack mitigation and 2) procedures for an attack mitigation that exceeds limits.

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(734) 527-5700

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Merit DDoS Protection Service (Annual Subscription)	Initial Set-Up Fee Percentage of Merit Internet Contracted Bandwidth Fee	• DDoS Mitigation in event of a DDoS Attack • Coverage is for sustained volumetric DDoS Attacks inbound from the greater internet. This service does not provide protection against Member-to-Member attacks. • Basic reporting & alerts in the event of an incident, reactive monitoring (detecting & responding to events in progress) • Post-mortem summary & report • Mitigation is limited to an initial period of 24 hours. After 24 hours, mitigation efforts will be reviewed to determine if an extension is needed. • Member is responsible for any additional fees (if applicable) if mitigation exceeds 24 hours or 1 Tbps in return traffic. On-boarding - four (4) hours of complimentary professional services for configuration of managed objects & to establish contacts and procedures in the event of an attack.
On-Demand Mitigation Fee	$5,000/mitigation for non-subscribing Members (available upon request)	• No on-going fees; Member can purchase a mitigation for a fee in the event of a DDoS attack • Post-mortem summary & report • Member is responsible for any additional fees if mitigation exceeds 24 hours or 1 Tbps in return traffic.
Member-to-Member Attack Protection	Cost of equipment	• Member-to-Member attack protection is available with the purchase of additional equipment and support.

Terms and Conditions

1. Rights and Obligations of Merit

a. Merit will provide the Services selected in the Schedule and described in this Services Agreement, optional for-fee services, and other mutually agreed-upon services (collectively, the "Services") set forth in this Agreement, or in separate service agreements which may be executed from time-to-time by Merit and Member setting forth additional services, all of which will be subject to the terms and provisions of this Service Agreement.

b. Support - Merit's SOC responds to requests for a mitigation in approximately fifteen (15) minutes during business hours, and it typically takes thirty (30) minutes from the initial request to mitigate. Outside of regular business hours, response time is typically thirty (30) minutes, with forty-five (45) minutes from the initial request to mitigate. During the course of an event, Merit will provide a status update to the Member every four (4) hours or if there is a significant update to report. When it appears the attack is complete or the duration of the attack is approaching default limits, Merit will end the mitigation or follow procedures outlined for attacks exceeding limits (see section 1.d, below). No specific commitments to respond to and mitigate a DDoS attack are intended or implied. First level support provided by Merit Support Center 24x7x365 and includes basic troubleshooting. Second and third level support will be engaged by Merit staff to resolve/escalate issues.

c. Maintenance - Member is responsible for the operation, maintenance, and updates of its local area networks, computers and other equipment on its premises.

d. Mitigations Exceeding Specified Limits - Should a mitigation exceed time (24 hours) or return traffic limits of 1 Tbps, Member agrees that additional costs may apply (after authorization by Member). Alternatively, Member will notify Merit in advance to stop the cloud mitigation once limits are reached. At that point, Merit may use other mitigation methods such as remote black hole triggering or filtering.

2. Rights and Obligations of the Member

a. Service requires active Merit Internet contract.

b. The Member must consent to a cloud mitigation and may request a mitigation be terminated at any time; Merit will only conduct a mitigation on the Member's behalf if the DDoS attack is affecting other Merit Members or Merit's ability to deliver Internet Service.

c. Member is responsible to its Authorized Users. Member is solely responsible for communicating with its own Authorized Users, and for handling all complaints and trouble reports made by its Authorized Users, with respect to the Services provided hereunder. Authorized Users will be any individuals to whom the Member has issued an email address.

3. Payment

a. Member shall pay for Services as provided in an applicable Service Agreement Schedule. Member shall pay all one-time set-up and installation charges and any other one-time fees in advance unless otherwise indicated. Payment is due within thirty (30) days from the date appearing on the invoice. All other amounts will be billed per the Member's Invoice Frequency as selected in the Service Agreement Schedule as the service is provided and/or charge is incurred.

4. Term

a. The Initial Term of this Agreement begins on the date that this Agreement is fully executed and extends full calendar months for the term selected in the attached schedule. This agreement will automatically renew for one (1) year Renewal Term unless either party gives a written termination notice as least thirty (30) days prior to the end of the Initial Term or current Renewal Term. Member must have an active Merit Internet Service Agreement in order to be eligible for this service.

5. Termination

a. Member may terminate this Agreement upon thirty (30) days advance written notice. Termination will not relieve Member of responsibility to pay any and all outstanding invoices or for any services rendered prior to termination. All fees are non-refundable.

b. Early Termination - If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (iii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above.

6. Limited Warranty

a. Merit warrants that the Services will be as described in the Agreement. MERIT WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. MERIT WILL NOT BE LIABLE FOR ANY SECURITY RELATED INCIDENTS OR SUBSEQUENT DAMAGES DUE TO CHANGES MADE TO MEMBER ENVIRONMENT AS A RESULT OF THE SECURITY ASSESSMENT.

7. Indemnification

a. Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

8. Limitation of Liability

a. The Services provided by Merit are provided on an "as is" and "as available" basis. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member's use of the Services including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, and related information. Merit's cumulative liability to Member or any third party for any and all claims relating to the use of the Services provided by Merit shall in no event exceed the pro-rated amount of the Service. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

880 Technology Drive
Suite B
Ann Arbor, MI 48108-8963
https://www.merit.edu
(734) 527-5700

merit

9. Data Content

a. Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

10. Miscellaneous

a. Governing Law/Jurisdiction - The validity, interpretation, enforceability, and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

b. Entire Agreement - This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

c. Assignment - This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Neither party may assign this Agreement without the prior written consent of the other. Such consent will not be unreasonably withheld.

d. Headings/Severability - Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

e. Counterparts - This Agreement may be executed in counter-parts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. Confidentiality

a. All Member data remains the exclusive property of the Member. Merit agrees not to use this data for any purpose, other than providing the Service to the Member, without the prior written permission of the Member.

12. Promotional Use

a. For purposes of promoting Merit Services, Merit will occasionally issue a press release, news story or publish information on social media sites announcing services purchased by our Members. Specific information such as pricing and other contractual details will not be included in these announcements. Your organization can be exempt from these announcements by placing your initials below.

_____ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

880 Technology Drive
Suite B
Ann Arbor, MI 48108-8963
https://www.merit.edu
(734) 527-5700

merit

RESOLUTION 2021-80
Hart City Council
City of Hart, Michigan

ACCEPT ENGINEERING PROPOSAL FROM FLEIS AND VANDENBRINK FOR SAFE ROUTES TO SCHOOL GRANT PROJECT

WHEREAS, the Safe Routes to School program is federally funded, administered in Michigan by the Michigan Department of Transportation (MDOT); and

WHEREAS, the City of Hart in partnership with Hart Public Schools, the Pentwater-Hart Trail Committee and the Oceana County Road Commission, was proposed a grant through MDOT from the Safe Routes to School program to construct a multifunctional pedestrian/bicycling pathway, with improved street crossings, and signage to enable and encourage children to safely walk and bike to school; and

WHEREAS, the city requires an engineering firm to properly plan, deploy, and oversee the grant project and construction; and

WHEREAS, Fleis and Vandenbrink began preliminary engineering throught the grant application process and are positioned to be the most efficient source of support on this project moving forward; and

WHEREAS, with the exception of the City of Hart's previous commitment of $25,000 to the project, all current and future engineering and construction costs will be paid by the Pentwarer-Hart Trail Committee using Oceana County as a fiduciary partner expending other state and local funding sources; and

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Accepts and approves the proposal from Fleis and Vandenbrink to provide design and construction engineering services for the Safe Routes to School grant project.

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

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on November 9th, 2021.

Ayes: ___ Nays: ___ Absent: ___

FLEIS&VANDENBRINK

DESIGN. BUILD. OPERATE.

August 12, 2021

Via email rsplane@cityofhart.org

Rob Splane, City Manager
City of Hart
407 State St.
Hart, MI 49420

RE: Safe Routes to School – Design and Construction Engineering Services

Dear Rob:

Congratulations on reaching the next step in the application process for this project! Now that MDOT staff reviews are complete and the scope/budget has been established, the next step is design and construction engineering for the project through the MDOT Local Agency Programs process. Briefly, the project includes the following:

- Approximately 6,000 feet of a new path from the Hart-Montague Trail to north of the City.
- Associated sidewalk ramp upgrades to meet current ADA guidelines
- Relocation and removal of various existing improvements in the right of way, including limited tree removals, to facilitate the improvements
- Traffic control, pavement markings and signage related to the project

We have prepared the following Work Plan and Engineering Budget for your review:

Work Plan

Preliminary Design Engineering

1. Meet with City staff, Pentwater-Hart Trail Committee, and representatives from Hart Public Schools as appropriate to review the project background, scope, schedule and budget.

2. Obtain a topographic survey for the design of the improvements, including the affected intersections, areas adjacent to the right of way, and related site features.

3. Request mapping of the project area from private utilities.

4. Prepare the Program Application for the project, including the environmental review. If additional environmental work is required (wetland delineation, mitigation, etc.), we will provide a scope and fees for that work.

5. Draft preliminary design including the following items in accordance with MDOT's guidelines for Local Agencies. We anticipate the plans to consist of the following:

   a. Title sheet.

316 Morris Avenue, Suite 230
Muskegon, MI 49440
P: 231.726.1000
F: 231.726.2200
www.fveng.com

b. Maintaining traffic details

c. Typical construction notes and details

d. Plan and profile sheets

e. Permanent signing and pavement marking plan

6. Assist the City with obtaining temporary grading easements and/or permanent sidewalk easements by providing a sketch of the impacted areas to serve as exhibits for the easement documents and communicating with affected property owners, as required. We have assumed that the City Attorney will prepare and record the easement documents and assist the City with meeting the requirements of the Uniform Relocation Act.

7. Prepare the preliminary construction cost estimate.

8. Prepare special provisions for modified or non-standard work items in accordance with MDOT requirements.

9. Evaluate impact of proposed improvements on private utilities such as gas, electric, telephone and cable TV. Send copies of preliminary plans to utility companies for review and coordination of possible utility relocations required for the project.

10. Submit the preliminary bid package materials to MDOT and attend the Grade Inspection meeting (GI).

Final Design Engineering

1. Complete final design and prepare final construction drawings and special provisions in accordance MDOT standards. (Incorporate comments from the GI review).

2. Coordinate final utility relocation issues, if any, in conjunction with the final plan preparation.

3. Prepare updated estimate of probable construction cost and special provisions.

4. Submit final drawings, specifications, bid items and cost estimate to MDOT electronically in accordance with current standards.

5. Make final revisions as required by MDOT, if applicable.

6. Review the draft proposal prepared by MDOT on behalf of the City.

7. Answer questions and assist with addenda, as needed, during bidding (administered by MDOT).

8. Review the bid results and tabulation with the City.

Construction Engineering Services

1. Attend the preconstruction meeting with representatives from the City, MDOT, the Contractor and utility companies. Prepare and distribute meeting minutes.

2. Schedule and attend periodic progress meetings with the Contractor, City staff and MDOT where applicable. Prepare and distribute meeting minutes.

3. Provide resident project representative during construction with the following responsibilities (based on an average of 40 hours per week and an 8-week construction window):

a. Perform on-site observation during construction of the project.
b. Provide record keeping of construction activities in accordance with MDOT requirements.
c. Address complaints filed with the City, if any.
d. Provide on-site materials testing of soils, HMA and concrete, as applicable.
e. Coordinate off-site materials testing such as sieve analyses on sand and gravel, extractions on asphalt material and cylinder breaks on concrete.
f. Onsite and offsite materials testing shall be conducted in accordance with MDOT requirements, special provisions, and guidelines.

4. Prepare contract modifications, as necessary, and submit recommendation to the City and MDOT for authorization.

5. Prepare Contractor bi-weekly pay estimates and submit to the City and MDOT for authorization and payment. Maintain project files utilizing "Field Manager" software.

6. Provide construction staking as needed for the contractor's placement of the proposed improvements.

7. Coordinate MDOT file review and contract closeout.

Fees

We propose the outlined Scope of Services for the following fees:

Task	Description	Total Fee
A	Design Engineering	$45,000
B	Construction Engineering	$65,000
	Total:	**$110,000**

If acceptable, please sign where indicated below as authorization to proceed with the project. If there are questions, please call us at 231.726.1000.

Sincerely,
FLEIS & VANDENBRINK

Michael Mattzela, PE
Project Manager, Associate

Don DeVries, PE
Group Manager, Principal

WORK AUTHORIZATION

Fleis & VandenBrink Engineering, Inc. (F&V) is hereby authorized to perform Services as detailed in this proposal under the existing Professional Services Agreement (PSA) with F&V dated May 7, 2013.

CITY OF HART

Signature _____ Date _____

RESOLUTION 2021 - 81
City Council
City of Hart, Michigan
Oceana County

ACCEPT PROPOSAL FROM PREIN AND NEWHOF FOR CLEAN WATER STATE REVOLVING FUND IMPLEMENTATION

WHEREAS, the City of Hart maintains drinking water and wastewater infrastructure and supplies these services to area residents and vistors; and

WHEREAS, it is necessary for the City to obtain a qualified engineering entity to properly oversee the design and construction of this critical infrastructure; and

WHEREAS; A $1,897,131 Sewer And Water Grant in 2019 that helped to identify several critical projects that required urgent attention to avoid future emergency repairs; and

WHEREAS; Prien and Newhof, has presented a plan to leverage state and federal grant money with a combination of city cash reserves and Clean Water State Revolving Funding; 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 proposal from Prein and Newhof to provide professional engineering services to assist the city wih Clean Water State Revolving Fund projects beginning in FY 2022 with construction beginning in FY 2023.

Specific projects included in this proposal include; Griswold Gravity Sewer Replacment, Griswold Lift Station Odor Control Improvements, Riverside lift station replacement, BioPure Aeration and Biosolids improvemntes, BioPure polishing pond lift station rehabilitation, BioPure Headworks and grit removal, BioPure rapid infiltration basin improvements, and BioPure Lagoon 2, 3, and 5 berm repairs at a not to exceed cost of $444,200.

Authorizes the city manager to sign and execute the proposed professional engineering services agreement.

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

Ayes: ___ Nays: ___ Absent: ___

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

November 4, 2021

Mr. Rob Splane, Manager
City of Hart
407 State Street
Hart, MI 49420

Re: Proposal for Professional Engineering Services for CWSRF Implementation

Dear Mr. Splane:

We are submitting this proposal to provide professional engineering design services to assist you with your Clean Water State Revolving Fund (CWSRF) project for Fiscal Year 2022. As we discussed with you last week, there are several deadlines, dictated by the State of Michigan, that need to be met. One is the submittal draft construction plans and specifications by the end of March. In order to meet this schedule, we must begin the design process right away. The project will not actually be bid until July and the loan closing won't be until Fall 2022. Construction will occur in 2023.

Parallel to this process we are still assisting you with pursuit of a grant with Economic Development Agency (EDA). Any grant money received will reduce the loan amount. The EDA grant will not cover engineering expenses. However, any engineering expenses incurred over the next few months will be able to be reimbursed to the City in the CWSRF loan.

The specific projects covered under this proposal include the following:

- Griswold Gravity Sewer Replacement
- Griswold Lift Station Odor Control Improvements
- Riverside Lift Station Replacement
- BioPure Aeration and Biosolids Improvements
- BioPure Polishing Pond Lift Station Rehabilitation
- BioPure Headworks and Grit Removal
- BioPure Rapid Infiltration Basin Improvements
- BioPure Lagoon 2, 3, and 5 berm repairs

We have reviewed the projects and have developed the following scope of services for the design phase of the project based on the project descriptions in the CWSRF Project Plan. Once the construction contracts are awarded and construction schedules are provided, we will provide you with a proposal for construction phase services. The design fees noted below were included in the construction estimates submitted to the CWSRF program in the Project Plan. As noted above, these would be reimbursed once the loan is closed.

Scope of Work - Design and Bidding Phase

- Provide preliminary design to assist the City with verifying the project scope and various design elements.
- Gather and review record plans, private utility information and any available records pertinent to the proposed project areas.
- Complete topographic survey of all projects.
- Complete approximately six soil borings at various depths.
- Complete design of proposed improvements as outlined in the City's project plan.
- Attend three design review meetings.
- Prepare and submit permit applications (City to pay any permit fees).
- Prepare opinion of probable cost based on final design.
- Prepare project specifications including specific CWSRF requirements.
- Prepare bidding packages (assumes four contracts) and contract documents.
- Assist City with advertising for bids, providing responses to questions, and preparing addendums.
- Attend pre-bid meeting and prepare minutes.
- Review bids and prepare bid tabulation and provide recommendations.
- Assist City with Part I and II CWSRF Application Forms.
- Prepare Notice of Award and Notice to Proceed.
- Assist City with preparation of final contracts for signing by Contractor.
- Incorporate project design and bidding documents with EDA Grant requirements if the City is awarded a grant for work at the BioPure site.

Fee

Based on the scope of work described above, we propose to complete the work for a not to exceed cost of $444,200. Our estimated time/work level of effort is attached.

Thank you for the opportunity to provide this proposal. If this proposal is acceptable, we will send a Professional Services Agreement to you for signature. Please contact us if you have any questions.

Sincerely,

Prein&Newhof

Barbara E. Marczak, P.E.

Mark R. Prein, P.E.

Enclosures: Estimated work effort/fee

City of Hart- SRF Projects

Task I - Design Confirmation Engineering	
Kickoff Meeting	$4,500
GENERAL	$0
Prelminary Engineering and SRF Coordination	$2,200
Confirm Design Standards / Plant Basis of design	$10,800
Equipment Investigation	$0
Grit Removal	$2,800
Screening	$2,800
Pumps	$0
Equipment Selection	$900
QA/QC Review	$2,100
Preliminary Hydraulics	$2,100
Design Memorandum	$1,700
Option/Issue Summary	$2,800
Cost Estimates	$2,300
Review Meeting with City	$2,700
Design Confirmation Engineering Subtotals	**$37,700**

Task II - Field Surveys & Investigation	
Topographical Survey	$13,300
Soil Borings (6 Borings, Total depth 210 feet)	$7,200
Locate Existing Utilities	$3,600
Field Surveys & Investigation Subtotals	**$24,100**

Task III - Construction Plans & Specification	
Administration, Coordination, and Meetings	$19,500
Specifications - Process	$9,700
Construction Sequencing	$1,900
Preliminary P&IDs-Process Schematic	$4,600
Site Design	$4,100
Hydraulic Grade Line	$1,500
Aeration Basin	$34,200
Biosolids	$5,300
Lagoon Repair	$20,800
RIBs Repair	$5,400
Polishing Pond Station	$32,000
Riverside Station	$32,700
Griswold Sanitary Sewer	$19,000
Griswold Specifications	$2,400

City of Hart- SRF Projects

Headworks Building	$57,000
Building Layout	$6,900
Site and Yard Piiping	$6,900
Controls	$10,200
Screening Equipment	$5,500
Grit Removal Equipment	$4,200
Electrical	$22,700
Mechanical	$13,900
Design Progress Meetings (60%, and 90%)	$8,900
Estimate of Probable Cost	$7,400
QA/QC Review	$9,700
Final Revisions following City Review	$4,400
2022 Rates (+3.0%)	$10,500
Construction Plans & Specification Subtotals	**$361,300**

Task IV - Easements & Permit Services	
Permit Application - Part 41 Riverside	$700
Permit Application - Part 41 Griswold Gravity	$400
Permit Application - Part 41 Plant	$1,400
Permit Application - MDOT ROW	$1,000
Permit Application - SESC	$900
2022 Rates (+3.0%)	$100
Easement & Permit Services Subtotals	**$4,500**

Task V - Bid Phase Services	
Advertise & Issue Bid Package	$900
Conduct Pre-Bid Meeting & Minutes	$1,600
Answer Bidders' Questions	$9,500
Produce Addenda	$1,800
Accept, Tabulate & Review Bids, Recommend Award	$2,300
2022 Rates (+3.0%)	$500
Bid Phase Services Subtotals	**$16,600**

Project Grand Total	**$444,200**

RESOLUTION 2021 - 82
City Council
City of Hart, Michigan
Oceana County

AUTHORIZE PURCHASE OF REPLACEMENT ROTATING ASSEMBLY FOR BIOPURE PUMP

WHEREAS, the BioPure Department provides wastewater treatment services for area residents and businesses and

WHEREAS, ongoing continuous improvement efforts and maintenance are necessary to ensure continuous operation of the facility; and

WHEREAS, replacement parts that require advanced ordering should be obtained in a planned manner rather than emergency purchases; and

WHEREAS, to secure the best possible price for a replacement rotating assembly for BioPure pumps, a quote was sought directly from the pump manufacturer; 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 manufacturer pricing of $5,135 a T6A3S-B Rotating Assembly from DuBois-Cooper and directs the BioPure Superintendent to proceed with the purchase.*

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

Ayes: ___ Nays: ___ Absent: ___

DuBois-Cooper

905 Penniman | P.O. Box 6161 | Plymouth, MI 48170
T: 734-455-6700 | F: 734-455-6711
E: sales@duboiscooper.com
www.duboiscooper.com

QUOTATION

Quoted To:

City of Hart WWTP
City of Hart
1010 S, State St.
Hart, MI 49420

Quote Number: 101320212
Quote Date: Oct 13, 2021
Page: 1

Customer ID	Good Thru	Payment Terms	Sales Rep
HART	11/12/21	Net 30 Days	Gorman-Rupp

Quantity	Item	Description	Unit Price	Amount
1.00	44163-263	T6A3S-B Rotating Assembly (Current lead time is 4 weeks) PRICING INCLUDES FREIGHT	5,135.00	5,135.00
			Subtotal	5,135.00
			Sales Tax	
			TOTAL	**5,135.00**

RESOLUTION 2021 - 83
City Council
City of Hart, Michigan
Oceana County

SELECT REALTOR FOR CREEKS DEVELOPMENT PROPERTY SALE

WHEREAS, in 2017, the City of Hart took possession and ownership of The Creeks Condominiums after many years of negotiating with the involved parties; and

WHEREAS, the City would like to move forward with development activities; and

WHEREAS, the City will utilize a real estate firm to assist the city with marketing and sales of available building sites; and

WHEREAS, the City advertised a request for proposal on line and directly invited members of the Mason Oceana Manistee Board of Realtors to submit proposals and

WHEREAS, the City Council desires to secure the benefits of efficient self-government and to promote and protect our common interests and welfare;

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

Accepts the proposal from _____ *to provide real estate services to the City.*

Authorizes and directs the city manager and city attorney to enter into a listing agreement, set appropriate pricing, and execute related contractual documents.

Moved by _____ supported by _____ and thereafter adopted at the regular City of Hart City Council meeting on November 9th, 2021.

Ayes: ___ Nays: ___ Absent: ___

Creeks Subdivision Realtor Submission Matrix

Name of Realtor/Firm	Submission met RFQ requirements	Fee Schedule
Rick Quinn / Coldwell Banker Anchor	*	the lessor of 7% or $2,000
Gabriela Peterson		Not submitted
Debra Gould & Ashley Gartrelle / The MORE Group MI	*	5%-7% dependant on buyer agent
Coldwell Banker Woodland Schmidt	*	$2,000 per Lot, Duplex, Triplex, or Quad Site. 8% on any transaction over $20,000.

EVALUATION CRITERIA

The City of Hart will act as a facilitator for this process. The City will review and evaluate all complete proposals in response to this Request for Qualifications (RFQ) to identify and engage with qualified real estate brokers for The Creeks Condominium Development on Creeks Drive. An initial response to this RFQ must include the following information:

Letter of Interest:
Provide a letter identifying the real estate agent and/or firm interested and provide a brief description of your vision on how to spur development.

Marketing Methods
Provide a brief description of the methods the broker/firm will use to identify a target audience and what marketing materials and strategies will be used to promote the availability of the lots.

Experience / Portfolio: Provide a short description of past projects of a similar nature completed by the broker or firm.

Fee Schedule
- Commission rate.
- Proposed method of compensation for representing the City of Hart in negotiations for purchasing properties.
- Other costs.

Resume of broker and/or firm and lead team members.

The City of Hart staff may seek additional information upon receipt of a proposal.

The RFQ and responses should not be considered a legally binding agreement. Upon selection of a qualified real estate broker, the City of Hart will enter into a brokerage agreement to include lot prices, due diligence period, and other terms.

Main Contact:
Rob Splane
City Manager, City of Hart
407 S State Street
Hart, MI 49420
e. rsplane@cityofhart.org
p. 231.873.2488

Scope of Services

The firm selected as residential real estate broker will provide the following services including but not limited to:

- Advise the city on expected selling price range and listing prices.
- Advise the city concerning market conditions and expected time to sell.
- Develop a sale strategy and marketing plan for the vacant lots.
- Provide and review documents related to sale and assist in the closing of sales.
- Advise the city on the combining of lots.
- Seek builder(s) to construct dwellings.
- Advise the city on The Creeks Condo minimums Master Deed and Public Act 59 of 1978.

11/03/21

To City of Hart, RE: The Creeks Condominium Development

My Name is Rick Quinn and I am a realtor with Coldwell Banker Anchor Real Estate in Hart MI. I have been a resident of Oceana County (Pentwater Township) for 20 years and a licensed Realtor with Coldwell Banker Anchor for over 7 years. I would like to express my interest in being the listing agent for the lots in The Creeks Condominium Development.

I have lived in Apache Hills Property Owners Association in Pentwater for the past 20 years, served on the board of directors in the past for 8 years and have a keen knowledge of POA's and the benefits of living in an association.

I have also served on the Mason Ocean Manistee Board of Realtors since 2018 serving as President each of the past two years.

I also have a career in building materials sales working with builders on a daily basis and feel that I can lean on this experience to help sell the features and benefits of this development.

If selected the development would not only get my experience and dedication but would also benefit from our broker and other realtors to help in the marketing and sale of the properties.

As far as compensation for services expressed in the RFQ, my commission would be a minimum of 7% or $2000 per lot sold. I do not charge administration fee's, marketing fee's or charges for photos. The commission rate would be set based on the agreed upon sale price of the lots. The only expenses not covered by myself or our brokerage would be fees charged by title companies for their work in executing the closing of the sales. No commission will be charges until closing of a property.

Thank you for your consideration,

Rick

Rick Quinn
Coldwell Banker Anchor Real Estate
215 S. Hancock St
Pentwater, MI 49449
517-285-2209
rickquinn@frontier.com
2020/2021 President - Mason Oceana Manistee Board of Realtors



231-830-7037
gabypetersonhomes@gmail.com

ABOUT ME:

Selling your home is all about strategic marketing . And with a degree in Marketing Management and real-world marketing experience as a small business owner, I can help you sell your home so you can focus on what truly matters.
I enjoy creating customized marketing plans for my sellers, designed around the strengths of each unique home.

My love for Oceana County is undeniable. The changing seasons, the scenic state parks, and most of all, the people. That's why my husband and I have chosen Shelby as the town to raise our three wonderful children. And why I would love to help other families establish their homes in Oceana County.

EDUCATION

ASSOCIATES IN APPLIED ARTS AND SCIENCES

MARKETING MANAGEMENT

West Shore Community College (2014)

EXPERIENCE

REAL ESTATE AGENT

- Active agent since 2019
- Bilingual
- Marketing Management, degree
- Business owner for 6 years

BUSINESS OWNER, ENERG FITNESS

EnerG Fitness New Era & Pentwater (2016 - Present)

- Recruited and Guided a team of 12 Fitness instructors in two locations.
- Marketed, analyzed and implemented systems for company growth.
- Engaged with Customers on a daily basis
- Coordinated multiple events

ACTIVE COMMUNITY MEMBER

President of Shelby Recreational Club (2017- Present)

Marketing Leader for Yes, for Shelby Public Schools Bond 2021. (

New Era Chamber of Commerce (2016- Present)

- Established successful fundraising methods to help offset the cost of events and operational cost.
- Coordinated a team of 5+ members to create new programs that were community focused.
- Headed a successful mileage campaign.

City of Hart,

First and Foremost, I would like to begin by thanking you for the opportunity to submit my proposal. At this time, I understand that there are many talented and knowledgeable agents who perhaps are more suited for this position. However, I did not want to miss the chance to present what I can bring to this project.

Residing in Oceana County the majority of my life, has made me appreciate how incredibly blessed we are for living where we do. The diversity, the beautiful scenery, the amazing businesses and engaging community makes Oceana County a desirable location.

As a business owner, I've had the privilege to meet and engage with many prominent members of our community as well as partake in many boards and coordinate events focused around bringing more businesses to our area, providing residents with programs that are community focused along with fundraising for multiple causes. I feel at home around people. I embrace the conversations that happen at a grocery store, post office, and local restaurant to list a few. I would love to see our are thrive!

What I envision for the area, is suburban life in a rural area -- we get the best of both worlds. An area that holds diversity, convenience and accessibility.

Speaking about myself has never been a strength of mine but here is what you would receive if I was considered a candidate:

- Being bilingual I am able to educate and target our wonderfully diverse population.
- With an Associate in Marketing Management, I can create a customizable plan for *The Creeks Condominium Project.*
- As an active and known member of our community, I can target people who are willing and ready to invest.
- I am willing to invest what is necessary to ensure this project has a customizable and effective marketing plan including:
  - Professional Videos
  - Professional Photography
  - Social Media Marketing
  - Print Advertising and any other method we find suitable.

I hope this provides a scope of what my contribution and commitment to this project would entail. If there is anything else I can assist you with please feel free to reach out. Once again, I would like to thank you for the opportunity and hope this projects is everything you envison and more.

Best Regards,
Gaby

THE MORE GROUP MI

Real estate focused on you.

To The City of Hart,

It was with great pleasure we received information that the City of Hart is looking for a REALTOR® Representative. Over the course of the past 25 years, our team has trained, educated and explored every realm of real estate to ensure we offer our clients efficient, accurate, and contemporary services. Our group of highly trained REALTORS® excel with skills in communication, analytics, leadership, marketing, relationship management and so much more. We are led by our Broker and Owner, Debra Gould who offers 22 years of Licensed Residential Real Estate services and seven years of broker/owner and team leadership. This expertise is coupled with that of our team manager who has ten years of immense real estate training as a result of working directly with REO banks such as Fannie Mae and Freddie Mac, to HUD government agencies, and more. Our eclectic skill sets allow us to be creative, resourceful and to problem solve, while keeping the same goals in our paths.

Our ideas to spur development in the City of Hart stem from our extensive experience of managing our Brokerage, The M.O.R.E. Group Mi as well as a multi-million dollar real estate investment branch. Through this we have the ability to have the final say on executive decisions, cut costs where needed, such as material and commission, and oversee the transactions of over 50 or more real estate agents at a given time. Our connections that have been developed throughout the years with city executives, lawyers, insurance, mortgage, title, marketing, and many other agencies. We have our own systems in place for contact relation management, electronic document signing and direct access to multiple MLS boards in Michigan.

The proposed commision rate is broken down as follows:

-Commission rate: For the sale of real property where the City of Hart is the selling party, we would encourage the City to offer 5% total commision on the final sales price, to be split between buyer and seller agent representative. If no other agent is required to close the transaction, the commission would total 3% of the final sales price.

-Proposed method of compensation for representing the City of Hart in negotiations for purchasing properties: In the event the selling party does not pay commision or compensation for the transaction, the City of Hart would pay a total of 2% of the final sales price or acquisition.

-Other costs: Our Brokerage does not charge purchasers or sellers any compliance or admin fees.

We look forward to continuing the discussion of represtating the City of Hart on this development as well as building a great long term relationship directly with the City and its members involved.

With Our Best Regards,

Debra Gould & Ashley Gartrelle

www.MOREGroupMI.com

MEET YOUR TEAM

GOULD REALTORS®
The M.O.R.E. Group, MI
www.MOREGROUPMI.com

THE MORE GROUP MI
Real estate focused on you.

We Are Partnership.



We are committed to ensure that you are confident and comfortable working with a strong and The M.O.R.E. Group MI's experienced real estate partnership.

Communication

CREATIVE THINKERS

Local Knowledge

- Right mixture of aggressive and polite

Honesty-

TECH SAVVY

resourceful *efficient*

Problem solver mindset

Passionate about homes architecture, everything real estate

Always Responsive

Listen to Hear not to respond

The M.O.R.E. Group

MIERIENCED

Focused on Client Comfort

Ethical Good impressions

FACT BASED COMP MARKET RESEARCH

Client-Focused

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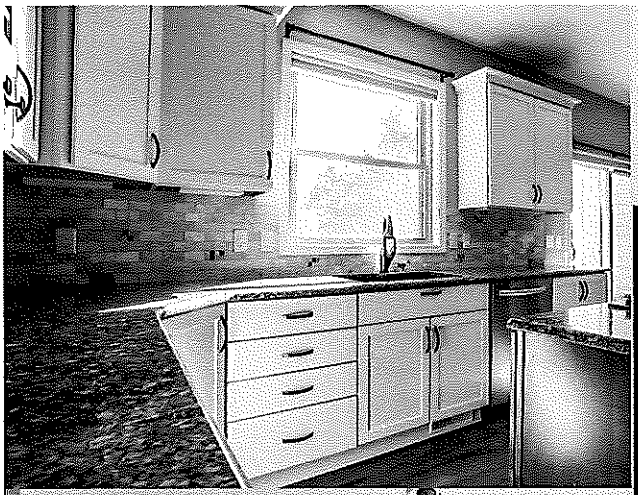





Marketing Summary

1. **Price** your house competitively with current market and price trends.
2. **Staging** will present your house at its best and highlight features most important to buyers.
3. **"For Sale"** sign placed easily for all drive-by prospect.
4. **Direct** distribution of "Just Listed" notices to the community, neighbors and family.
5. **Enhanced** internet presence through local and global MLS systems.
6. **Virtual** tour of your house posted everywhere your house is on the web.
7. **Target** marketing to active buyers looking in your area and Real Estate Agents selling in your neighborhood.
8. **Tours** will be held for the public, our company and MLS board members.
9. **Advertising** through high-traffic websites and community newsletters.
10. **Communication** is KEY! We will provide you daily with updates and answer your questions before you have to ask.

Before We List Your House.

THE MORE GROUP MI
Real estate focused on you.



- **ESTABLISH SALES PRICE**
  We don't price your home to sit, we price it to SELL using Comparable Market Analysis.
- **MASSIVE "COMING SOON" The M.O.R.E. Group MIOSURE**
  We market heavily to agents before the property is released on the MLS as 94% of residential sales involve REALTORS®.
- **DESIGN TEAM WALKTHROUGH**
  To ensure the "wow factor" we offer professional staging contracts to prepare your home for sale..
- **PROFESSIONAL PHOTOGRAPHY**
  Only the best photos highlighting the features of your home will be placed online or in any publications.
- **EXECUTED AGENCY RELATIONSHIP**
  Before we begin sharing information about your property, we must establish our relationship as agent and client. How we will represent you is through the most common agency, a Seller's Agent.

After We List

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Your House.

WEEKLY MARKET UPDATES To ensure your home stays active and attractive in the market at all times, we update our sellers with weekly market trends to stay on top of the shifts and make your property sell in a purposeful manner..

MASSIVE INTERNET EXPOSURE The M.O.R.E. Group MI Exclusive system ensures your property is marketed online 24/7 through more than 350 of the most popular search Websites.

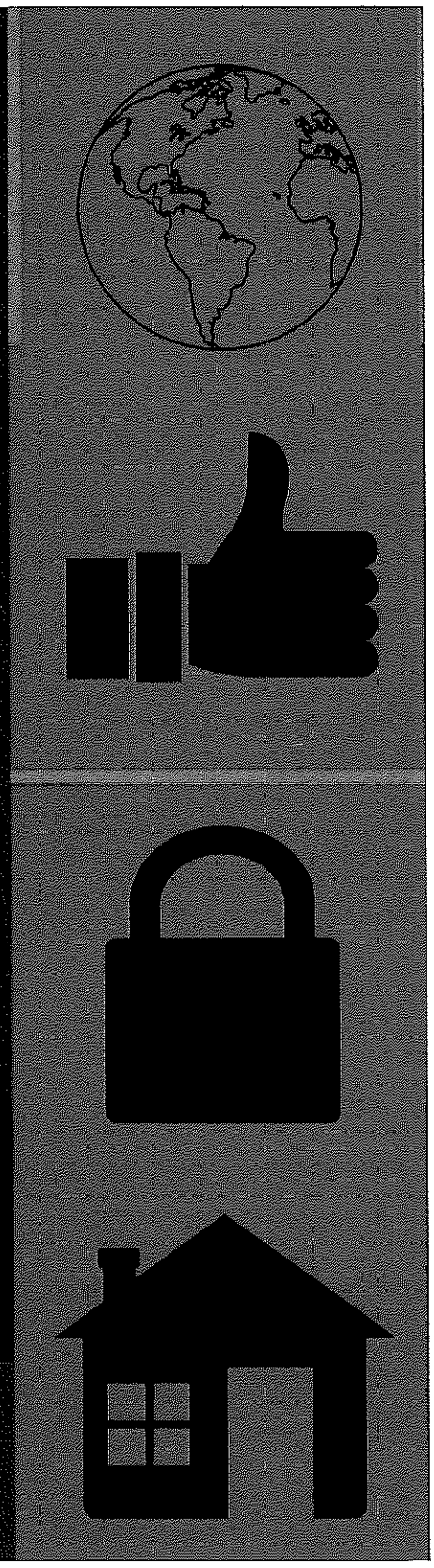
SOCIAL MEDIA WE'RE ON FACEBOOK, INSTAGRAM, TIK TOK and more! Where we create excitement, "find hidden buyers," and invite the community to your open house.

SENTRI LOCK BOX
The security of your house is our top priority. These lockboxes keep an electronic report of anyone who enters your house and limits access to only licensed professionals.

BUYER SCREENING Bringing only pre-qualified buyers to your house, we secure the contract for a stress-free road to closing.

SHOWING SERVICE Remote showing convenience that texts / calls / emails sellers of showing requests instantly. We follow up for feedback within 24 hours of showings.

OPEN HOUSE Conducted by trained agents, we maximize open houses to sell your property through directional signs, , balloons, personal invites, fliers, and other reminders.



Our Guarantee.

1. **TECH SAVY:** We know what an impactful online presence looks like and we have the ability to articulate the analytics. Our net to capture buyers for your house reaches thousands of online shoppers every week..

2. **CREATIVE:** When challenges are encountered we are creative in our resolutions.

3. **CONSCIENTIOUS:** Our partnership is comprised of attentive, dedicated and diligent agents. We are dedicated, thorough, and conscientious. Your The M.O.R.E. Group MIerience will be particular to your needs.

4. **PROACTIVE & INFORMATIVE:** "We call you and give you an answer before you have a question"

5. **YOUR REALTOR FOR LIFE**

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Offer to Close

An educated seller is a more successful seller. We'd like to walk through the steps from the point of accepting an offer to the settlement or closing day.

INSPECTIONS

Inspections and potential repairs are the number one reason sales don't close. Typically, buyers have a certain number of days in which to inspect the property and accept or reject based upon the inspections.

APPRAISALS

Appraisals are not apart of every real estate transaction however they are quite common. Appraisers are hired by the Buyer's mortgage company to determine the market value of a property and ensure the loan given is not larger than the property value.

CLEAR TITLE

A title company, generally selected by the Seller's, reviews the full history of a parcel to ensure any property transferring owners is free and clear of all liens and encumbrances.

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THE CREEKS Condominiums



COLDWELL BANKER

WOODLAND SCHMIDT

2332 North Comfort Dr. Hart, MI 49420

231-873-5600

THE CREEKS Condominiums

Marketing Plan

-Professional Signage

-Professional Brochures

-Professionally designed Plat Maps

-Professional Drone Video featuring downtown Hart, The Creeks and the Community that will be used to market across social media and websites.

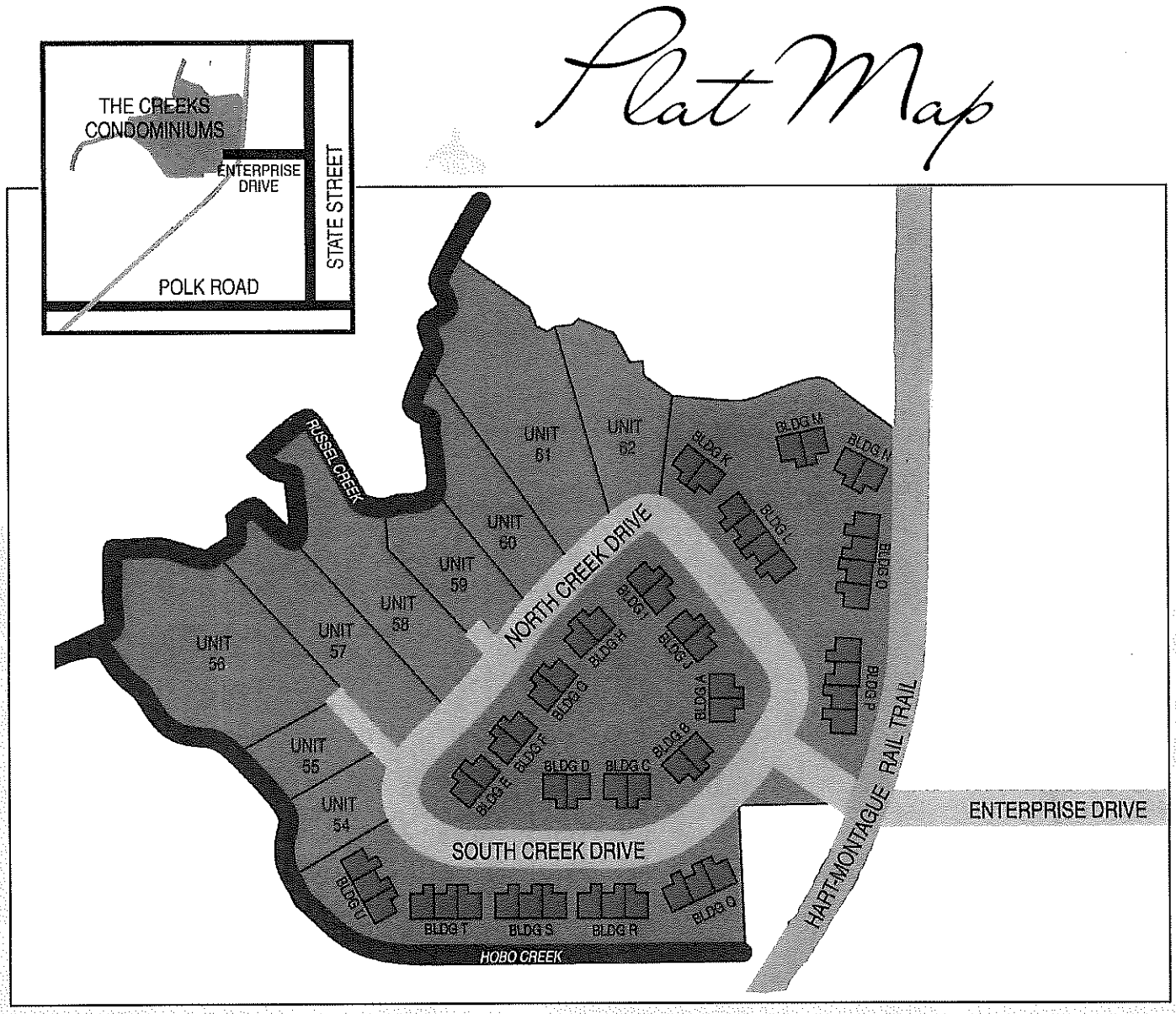
-Paid Direct marketing across social media platforms

-Just listed Postcards

-Billboards - We would be willing to work with the City of Hart on this option

THE CREEKS Condominiums

Plat Map



Located 40 Minutes north of Muskegon in a quiet, wooded section of Hart.

Close to shopping, schools, golf course and Lake Michigan.

Directions:

US,31 to the Hart, Polk Road exit east to State Street, north 1/4 mile to Enterprise Drive, west into the Creeks Condominiums.

THE CREEKS Condominiums

Coldwell Banker Woodland Schmidt – Hart

231-873-5600 | www.CBGreatLakes.com |2332 N Comfort Drive, Hart, MI 49420

Professional Profile

- Licensed Agents in the State of Michigan with 30+ years of experience in the brokerage of Residential and Commercial properties
- Coldwell Banker Franchise established 1906
- Schmidt Family of Companies founded in 1927
- Coldwell Banker Woodland Schmidt opened our Hart Office in 2006
- Local connections with State and National outreach

Awards and Acknowledgments

- 3 Agents awarded Realtor of the Year by the Mason-Oceana-Manistee Board of Realtors
- Numerous Coldwell Banker Schmidt Top Producer Awards
- Coldwell Banker Silver Society, Sterling Society, Diamond Society and Presidents Circle awards year after year.

Servient Leadership

CURRENT

- 2 Agents on the Professional Standards Committee of the Mason-Oceana-Manistee Board of Realtors
- Chairs of several committees on the Mason-Oceana-Manistee Board of Realtors
- Currently sitting the Board of Directors for the Mason-Oceana-Manistee Board of Realtors
- Current Treasurer on the Hart/Silver Lake Area Chamber of Commerce
- Board of Directors of the Heroes Operation

PAST

- 2 Presidents of the Mason-Oceana-Manistee Board of Realtors
- Our agents have served on numerous community committees and clubs

Technical Proficiencies

- MLS
- LoopNet
- Facebook
- Instagram

COLDWELL BANKER

SCHMIDT FAMILY OF COMPANIES

AT A GLANCE

- Fifth generation family owned and operated real estate firm founded in 1927
- Over 90 offices company-wide in Michigan, northeast Ohio, both coasts of Florida, and the U.S. Virgin Islands
- Over 2,000 REALTOR® associates
- $3.887 Billion closed sales volume in 2019
- 18,765 closed sale transactions in 2019
- Ranked Real Trends Top 31 Real Estate Brokerages World-Wide
- Coldwell Banker brand is ranked #1 in sales of all companies as reported in "Real Trends" of 500 companies as advertised in the Wall Street Journal
- Average over 1,200,000 page views/month on our website
- Mortgage, Title, Property Management and Relocation Services
- Principal Broker for Cartus, world's largest real estate relocation and referral company
- Unparalleled technology, education and lead generation technologies
- In-house Marketing Group to serve you including President of Marketing, Luxury Ambassadors, Digital Media & Technologies Specialist, Digital Marketing Specialist, and world-class Graphic Designers
- Ranked #1 for number of offices and #2 in sold transactions of 900 Coldwell Banker affiliate companies around the world
- Coldwell Banker Global Luxury aligns the power and recognition of the Coldwell Banker brand with the experience of an unmatched agent base to exceed the expectations of the most discerning clientele.
    - More than $144.4 million in luxury home sales each day
    - Represents 27,595 closed transactions of $1 Million Plus
    - Attained a $1.9 million average sales price for $1+ million homes
- Commercial - #1 in sales in Michigan for the past 12 years and nationally recognized in top 5% of Coldwell Banker Commercial

CBGreatLakes.com • CBSchmidtOhio.com • CBFloridaHomes.com
FLColdwellBanker.com • ColdwellBankerVI.com • CBPPHomes.com

SchmidtFamilyofCompanies.com

THE CREEKS Condominiums

Commission and Timelines

Minimum Commission on single unit Sales will be $2000 per Lot, Duplex, Triplex, or Quad site.

Commission on a sale in part or whole over $20,000 will be 8% of the Sale Price.

In order to provide the Marketing suggested in the proposal we would require a minimum 1 year Listing Agreement.

With this proposal you will be getting our entire team of agents working together to market and bring this project to a successful close.