City of Hart, Michigan
CITY COUNCIL AGENDA
October 26, 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, 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. Letter from Jon Bumstead – congratulations on state grant award
        ii. Hart Area Fire Board property transaction concerns
6. Consent Agenda:
    a. Approval of Minutes from September 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 – 73 Accept proposal from Hager Consulting as Certified Grant Administrator for Water Related Infrastructure grant
    b) Resolution 2021 – 74 Accept hourly bids for tree trimming and select preferred contractor
    c) Resolution 2021 – 75 Accept bids for stump grinding and award stump grinding work
    d) Resolution 2021 – 76 Authorize city manager to sign and execute Charter franchise agreement
    e) Resolution 2021 – 77 Designate Creeks Subdivision development method and authorize city manager to sign and execute related documents
8. Discussion Items
    a. Designate Haloween Trick or Treat times; October 31, 2021 Trick or Treat from 6PM – 8PM
9. City Manager Report
10. Communications from the Mayor and Council
    a. Board position affirmation
11. Adjournment –

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JON BUMSTEAD
34TH DISTRICT
P.O. BOX 30036
LANSING, MI 48909-7536
PHONE: (517) 373-1635
FAX: (517) 373-3300
senjbumstead@senate.michigan.gov

THE SENATE
STATE OF MICHIGAN

October 5, 2021

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

Dear Rob,

Please accept my congratulations on receiving the Community Block Grant from the Michigan Economic Development Corporation.

I'm delighted to see that the City of Hart received this grant. The $810,000 will certainly help the area with replacing the station sanitary pumps. It's a large project, but I know with this funding, the City of Hart will be thankful.

If I may ever be of any assistance to you, please do not hesitate to contact my office by phone at (517) 373-1635 or by email at senjbumstead@senate.michigan.gov.

Best Regards,

Jon Bumstead

Jon Bumstead
State Senator
Michigan Senate District 34

Recycled Paper

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
October 12th, 2021
MINUTES – Draft

PRESENT: Mayor Vicki Platt, Councilors: Catalina Burillo, Jim Evans, and Kris Trygstad
ABSENT: Dean Hodges and Fred Rybarz
OTHERS PRESENT: City Manager – Rob Splane, City Clerk – Karla Swihart, Energy Superintendent – Mike Schiller, HEART – Nichole Kleiner, Police Chief – Juan Salazar, Sharon Hallack, Amy Trudell, Dick Huntington and Amanda Klotz

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

APPROVAL OF AGENDA: C. Burillo motioned to approve the agenda and was supported by J. Evans
- Ayes: 4 Nays: 0 Absent: 2

Review Applications for Council Vacancy Appointment:
- Katie Anderson
- Amanda Klotz

After review of the applications and questions from the City Council A. Klotz was sworn in as new City Council member.

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. The City would be future ahead if they give them away so why not just put them up for sale.

CORRESPONDENCE, EVENTS, PRESENTATIONS: None

CONSENT AGENDA:
- Approval of minutes from September 28th, 2021
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
  - C. Burillo motioned to approve Consent Agenda supported by K. Trygstad
    - Ayes: 5 Nays: 0 Absent: 2

ACTION ITEMS:
- Resolution 2021-70 Authorize sale of City-owned real estate property.
  The City of Hart has partnered with neighboring communities to establish and maintain the Hart Area Fire Department, and the Hart Area Fire Administrative Board has asked that they assume ownership of the physical land on which the fire barn currently resides to proceed with capital improvement plans to enhance and expand the current facility and it is in the best interest of the City to support the transaction to ensure the continued safety of the City and area community members while continuing to promote local efforts of goodwill and in order to secure the benefits of efficient self-government and to promote and protect our common interest and welfare, the Hart City Council declares: Now, therefore, be it resolved that the Hart City Council authorizes the sale of Parcel No 64-020-739-001-30 known as the physical street address 808 South State Street Hart Mi 49420 for the consideration of $1.00 and allows Honorable Mayor Platt and City Clerk Karla Swihart to sign and execute the Quick Claim Deed attached
  - A. Klotz Motioned to approve Resolution 2021-70 and supported by K. Trygstad.
    - Ayes: 5 Nays: 0 Absent: 2
- Resolution 2021-72 Designate Hart Energy 1996 Ford F-800 as surplus equipment and authorize sale via bid process.

The City of Hart owns and operates a 1996 Ford F-800 Digger Truck used by the Energy Department and the Energy Department has updated their vehicle fleet with a new truck that replaces this operational need for this truck and retention of this vehicle incurs annual costs of insurance, maintenance, and certification with limited return/use. Now, therefore be it resolved that the Hart City Council designates the 1996 Ford F-800 Digger truck as surplus equipment and authorizes the Energy Department Superintendent and the City Manager to take the necessary steps to offer the truck for sale to the highest bidder.

- Cat Burillo motioned to approve Resolution 2021-71 and supported by Jim Evans.
  - Ayes: 5 Nays: 0 Absent: 2

DISCUSSION ITEMS:

- Special Event Permit – Home for the Holiday's Lighted Christmas Parade and Community Tree Lighting 11/26/2021 from 6:30pm to 8:30pm with the start of parade at Hart Public Schools to Johnson St to State St to West Main St to Water St to Johnson St and ending at Hart Public Schools. Will be lighting the Tree at the Hart Commons.
  - J. Evans motioned to approve Special Events Permit and supported by Cat Burillo.
    - Ayes: 5 Nays: 0 Absent: 2

CITY MANAGER'S REPORT:

- City Manager R. Splane gave a copy of the Manager's report to all Council members to review.
- New Electrical apprentice hired for Energy Department as part of succession planning.
- BioPure is working with interns – Internship pilot program.
- DPW building – Siding upgrade, property clean-up, and painting is underway.
- TIFA & Heart are working on initiatives to continue to beautify the City and reduce blight.
- Met with West Michigan Shoreline Regional Development Commission (WMSRDC) and Prein & Newhof to discuss applying for U.S. Economic Development Administration grant funding as a collaborative regional entity. Due to our application being well on its way to completion and our timeline to construction not aligning, the City is advised to continue our planned application path. A letter of support may be distributed (draft attached) to show the City is in favor of reginal collaboration, while allowing the City to continue its current efforts.
- BS&A software training for City staff – Last week, City Hall staff attended two days of training that covered the City's BS&A software. Purchased in 2016, BS&A software works as an Enterprise Resource Planning (ERP) suite of programs to help track and process daily operations while also planning for future needs. When BS&A was deployed, the learning curve was steep converting legacy process to newer more efficiency model. With workflows. Five years later, City Hall staff can proceed to confidently implement new streamlining measures to reduce workload, increasing our capacity to seek new goals with the same "human assets".
  - Fixed Asset Software – Better documentation of City's assets and budget planning
  - Human Resources Software – Streamlined documentation and processing of HR functions.
  - Community Development Software – Tracking and documentation of code enforcement, permitting, and community development efforts. (No more lost data).

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mayor Platt wanted to commend City Hall employees on the commitment they have and for sitting thru all the training they have been doing.
- Board position affirmation as of right now I have asked J. Evans to sit on the Planning Commission and K. Trygstad to sit on the Library Board. I am going to hold off on the remainder due to A. Klotz just joining Council I would like to sit down with her and see what works for her schedule as well.
- The last few weeks I was able to attend various board meetings within the City and all are ran very well with an exception of some, which I will be attending more to see how corrections can be made on how those meetings are ran.
- J. Evans asked City Manager why its so hard for residents of the City to obtain information to buy a piece of property in the Creeks when it's been brought up at the Council meetings a few times now? Anyone who comes with a question or concern deserves to have an answer from the Council. So, if you can look into this matter and have something at the next meeting let's see if we can get this matter resolved as soon as possible.
- C. Burillo would like to thank everyone for all their hard work they are doing downtown to clean up and make our downtown area beautiful.

ADJOURN:

- There being no further business to come before the Council, the meeting adjourned at 8:21 pm upon a motion by C. Burillo and supported by J. Evans. The next regularly scheduled meeting will be on October 26th, 2021, at 7:30 pm.

Respectfully Submitted

Karla Swihart

Karla Swihart, City Clerk

City Of Hart

407 S. State St
Hart, Mi 49420
Planning Commission
Thursday, October 7th, 2021
Minutes

MEMBERS PRESENT: Betty Root, Jim Cunningham, D. LaPorte, J. Wittman, and P. Wittman
ABSENT: G. Goldberg
OTHERS PRESENT: City Manager – Rob Splane, City Clerk - Karla Swihart, City Mayor – Vicki Platt, HEART Director – Nichole Kleiner, Amy Trudell, Marilyn Morse, and Jodi Ellinger

B. Root called the meeting to order at 4:00 pm.

APPROVAL OF AGENDA: D. Laporte moved to approve the agenda and supported by J. Cunningham
- Ayes: 5 Nays: 0 Absent: 1

APPROVAL OF MINUTES: J. Cunningham moved to approve minutes from May 6th, 2021, and supported by J. Wittman
- Ayes: 5 Nays: 0 Absent: 1

PUBLIC COMMENTS, CORRESPONDENCE, EVENTS, PRESENTATIONS:
- A. Trudell introduced herself just moved to the area and would love to step in and help anyway needed.
- M. Morse introduced herself and wants to be more involved in the area.
- J. Ellinger is a makeup artist and is interested in moving her business into downtown Hart.

ELECTIONS:
- Chair: J. Cunningham and D. LaPorte nominated B. Root and J. Wittman nominated P. Wittman
  - D. LaPorte moved to close chair and supported by J. Cunningham
    - 3-2 vote B. Root is chair
- Vice-Chair: D. LaPorte nominated J. Cunningham
  - D. Laporte moved to close v-chair and supported by J. Cunningham
    - 3-2 vote J. Cunningham is v-chair
- Secretary: J. Cunningham nominated D. LaPorte and D. LaPorte nominated P. Wittman
  - J. Cunningham moved to close secretary and supported by D. LaPorte
    - 3-2 vote P. Wittman is secretary

ACTION ITEMS: None
DISCUSSION ITEMS:
- Review Redevelopment Ready Community Annual Tasks
  Hart is considered a Redevelopment Ready Community and attached in your packets is Hart's RRC (Redevelopment Ready Community) maintenance which is required by the State to maintain and update to stay update. The chart is color coded according to what task need to be reviewed or updated, along with helpful hints.
  Yellow = RRC Certified: Partially Aligned
  Green = RRC Essentials: Fully Aligned
  Pink = Annual Item
  Example of some Annual items are: 1.1 Master Plan, 1.3 Capital Improvement Plan, 1.4 Public Participation Plan, 4.7 Joint Meeting and 5.1 Economic Development Strategy.

City Manager wanted to bring this to the Planning Commissions attention as we will look to have some action items coming up on the agenda.

- Review of Jodi Ellinger zoning application
  Jodi Ellinger is a Permanent Make-up artist. Would like to open a business in Mr. Former's downtown property. J. Ellinger currently has a business opened in the Muskegon Area as well. Specializes in Cosmetic Tattooing Brought in front of the planning commission today to see if the zoning application could get a special use permit. After much discussion City Manager is going to get with David Jirousek and have him write up a plan and present to the commission.
- Discussion regarding revision of 1256-13 Adult Business
  Reverts to discussion above on about Cosmetic Tattooing. Again, City Manager is going to have D. Jirousek write up a plan.

OTHER BUSINESS AND COMMUNICATIONS FROM THE COMMISSION MEMBERS:

- J. Cunningham asked if Gales IGA was sold. "Yes", it was sold and is going to be turned into another grocery store hoping to be open early Spring 2022.
- Big B Coffee is coming to Hart will be added to J&H gas station on Polk Rd.
- Status of old Ceres. Ceres still owns property and currently still does some work out of there as far as the City knows property is not up for sale currently.

ADJOURN:

- There being no further business to come before the Planning Commission, the meeting adjourned at 4:46 pm upon a motion by D. LaPorte and supported by J. Cunningham. The next scheduled meeting will be held on November 4th, at 4 pm.

Karla Swihart

Karla Swihart
City Clerk

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: October 26th, 2021

RECENT EVENTS

From Thursday, October 7th, 2021, through Wednesday, October 20th, 2021, the Hart Police Department received 66 complaints ranging from Disturbances, Threats Complaints, Medical Assists, Retail Frauds, Suspicious Situations, Reckless Driving, Larcenies, Malicious Destruction of Property, Assault & Batteries, Property Damage Crashes, Vehicle Violations, Animal Complaints and Alarms.

On Thursday, October 7th, 2021, the Hart Police Department was contacted by a parent of a male juvenile who disclosed a female juvenile had claimed to have a weapon, a gun, in her backpack in the 300 block of Johnson Street. The female also threatened the male with physical harm if he disclosed this information to anyone. The male stated the female claimed to have a gun her in backpack and if anyone made her upset, she would shoot them. The female's parents were immediately notified, and no weapon was found to be within the backpack of the juvenile. All weapons were accounted for at the female's home. Several witnesses were interviewed who overheard this female making these threats. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Monday, October 8th, 2021, the Hart Police Department was dispatched to the 10 block of Lincoln Street referencing a Retail Fraud. A 29-year-old Mears man was noted stealing several times via surveillance footage from within the store. An investigation is ongoing.

On Sunday, October 10th, 2021, the Hart Police Department was dispatched to the 2000 block of Oceana Drive regarding a larceny of a large amount of vehicle radiators. Suspect vehicle tire impressions were noted at the scene. Several vehicle radiators were also noted scattered throughout the parking lot area of the business. An investigation is ongoing.

On Monday, October 11th, 2021, the Hart Police Department was dispatched to the 300 block of Johnson Street referencing a juvenile female who had a ring stuck on her finger. The officer was able to remove the ring from the juvenile's finger with dish detergent and water.

On Tuesday, October 12th, 2021, the Hart Police Department was dispatched to the 300 block of Johnson Street regarding an Assault & Battey. A 16-year-old juvenile states a 14-year-old juvenile had spit on him. The 14-year-old juvenile admitted having spit on the 16-year-old juvenile, but it was in retaliation for being called an inappropriate name. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Wednesday, October 13th, 2021, the Hart Police Department initiated a traffic stop on a vehicle on State Street near Church Street referencing a vehicle violation. A citation was issued to a 59-year-old Mears man for Operating a Motor Vehicle with an Expired License.

On Monday, October 18th, 2021, the Hart Police Department was dispatched to the 600 block of Water Street regarding a Mental Health Complaint. A 39-year-old Hart woman had left her home after an argument and threatened suicide by firearm. The woman left the home with a 9MM handgun with no ammunition. The woman was located by officers utilizing ping tracing. The woman was interviewed and denied having any suicidal tendencies. The woman was turned over to the family without incident.

On Wednesday, October 20th, 2021, Chief Salazar attended a free FOIA (Freedom of Information Act) Training at the Ludington Police Department. Training topics covered an overview of Freedom of Information Act, processing of FOIA requests, fees, exemptions, rights of requestors, model response statements, forms and case studies and covering reports, UD10's and video requests.

Respectfully,

J. Salazar,
Chief of Police

RESOLUTION 2021-73
City Council
City of Hart, Michigan
Oceana County

RESOLUTION ACCEPTING BIDS FOR CDBG GRANT ADMINISTRATION

WHEREAS, the City of Hart has been selected to receive CDBG Grant funding for the Griswold Wastewater Force main replacement; and

WHEREAS the MEDC requires that communities request proposals through their bidding portal for Certified CDBG Grant Administrators; and

WHEREAS, the Grant Administrator proposals have been advertised and the submittal period has closed, and

WHEREAS, the City received one proposal for Grant Administration from Hager Consulting,

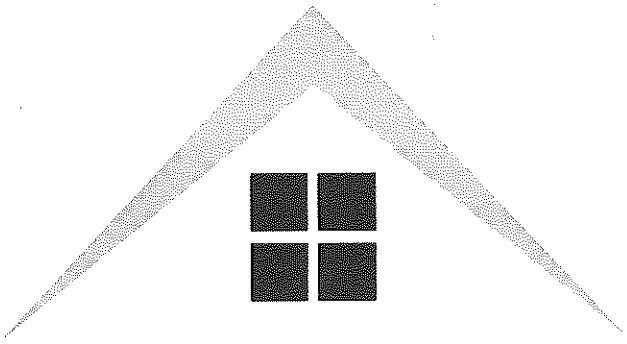
NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Accept 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.

Moved by _____, supported by _____ and thereafter adopted at the regular City of Hart City Council meeting on October 26th, 2021

Ayes: ___ Nays: ___ Absent: ___

PROPOSAL
for
City of Hart
Certified Grant Administrator



City of Hart
407 State Street
Hart, MI 49420

Hager Consulting, LLC
10110 S River Run
Fremont, MI 49412

September 27, 2021

INFORMATION REQUIRED FROM CONSULTANT

I. **Business Organization & History**

Hager Consulting, LLC
10110 S River Run
Fremont, MI 49412
231.225.2619
Email: lhager@hagerconsulting.biz

Hager Consulting, LLC is the grant administrator for CDBG low/mod area benefit CDBG grants in the Cities of Evart, Hart, Tawas City & Villages of Lake Odessa, Roscommon, and Buckley. We are/have been grant administrator for infrastructure, façade, blight elimination, housing, job creation, and low/mod area benefit CDBG grants in 21 Michigan communities.

Hager Consulting, LLC is a state-wide grant administrator based in Fremont, MI, which is in Region 4 of the Michigan Economic Development Corporation map.

See table below for a complete list of CDBG grants administered currently or during the last four years. The scope of work proposed by the City of Hart is the same for the above projects already administered by Hager Consulting, LLC.

Hager Consulting, LLC is incorporated in the State of Michigan as a limited liability corporation (LLC), formed by Lindsay Hager in February, 2008 in response to a growing opportunity for technical assistance to CDBG and HOME grantees in the State of Michigan. Additional demand for program management, grant administration, housing development, infrastructure, feasibility studies, and financial packaging led to the expansion of Hager Consulting into a variety of related services.

Prior to creating Hager Consulting, LLC, Lindsay Hager worked from 1991 – 2008 as Executive Director of NCCS Center for Nonprofit Housing (CNH) in Newaygo County and Housing Coordinator for Kalamazoo County, MI administering housing and economic development projects funded by CDBG, HOME, Low Income Housing Tax Credit (LIHTC), private financing, and community foundation funding.

Today Hager Consulting, LLC continues to provide services to state, county, and local municipalities, private and nonprofit developers of economic development, infrastructure and affordable housing projects. Services focus on productivity, compliance, alacrity and integrity.

II. Project Team

Mr. Lindsay F. Hager

Hager Consulting, LLC, has been involved with CDBG & HOME program design, grant writing, grant administration, and project management since 1991. Lindsay has produced over 2,500 units of affordable housing and community development projects that have layered funding with several sources – both public and private. Understanding the federal funding regulatory framework and cross-cutting regulations that apply to various types of development activities provides Hager Consulting, LLC an advantage that can help communities achieve desired community impacts within full compliance of federal, state and local regulations.

Hager Consulting, LLC has assisted in several downtown revitalization efforts including the City of Fremont's re-purposing of the old Fremont Public High School building into 38 units of affordable rental housing for seniors using LIHTC funding. A separate part of the old high school building was developed into a Community Recreation Center, privately operated gymnastics center, and incubator of a bakery using the kitchen area of the school building.

Hager Consulting, LLC has significant experience providing services to local, entitlement & non-entitlement grantees from program design, grant writing, grant administration, and environmental assessments and procurement, to project coordination, financial management, and compliance.

See attached resume.

III. Capacity to Perform Work

Hager Consulting, LLC understands the complexities of managing CDBG regulations, maintaining a strong working relationship with grantees, state agencies, funding sources, contractors and property owners. Managing housing grant programs, technical assistance, infrastructure projects, large multi-family developments and downtown, mixed-use revitalization projects has allowed Lindsay Hager to gain valuable experience in successful project implementation.

Hager Consulting, LLC is currently working with several municipalities who are recipients of CDBG funds to ensure compliance and productivity. The approach to providing high quality services provided to the municipalities includes a focus on MEDC's Grant Administration Manual, an understanding of guiding the development process within an efficient integration of development tools and compliance to federal and state regulations.

Typically, the flow of work involves monthly draws and payroll reviews, random Davis Bacon employee interviews, and frequent interactions with grantee staff, architect, engineer, general contractor, and MEDC staff.

Demonstration of MEDC Certified Grant Administrator

Lindsay Hager is MEDC Certified Grant Administrator as demonstrated by the MEDC CDBG Certified Grant Administrators list found online here: https://www.miplace.org/globalassets/media-documents/cdbg/gam/14-c-certified-administrators-list-by-region.pdf.

Availability

Hager Consulting, LLC is currently available to begin grant administration duties with the City of Hart immediately upon execution of a contract. While Hager Consulting, LLC has other work with other clients throughout the State of Michigan, project demand fluctuates from week-to-week, offering opportunity for scheduling of additional work. Daily demands from all clients are evaluated weekly so that on-site inspections/meetings and off-site data management can be scheduled as projects demand. Hager Consulting, LLC currently has availability for additional work assignments should the City of Hart award a contract.

IV. Statement of the Project

The City of Hart, MI is accepting proposals from consultants for management and administrative services required by the Village for administration/implementation of a proposed Community Development Block Grant (CDBG) if funded by the state. The project for which funds will be requested consists of design engineering, bidding and the construction of a replacement wastewater force main in Hart, MI with an anticipated project cost of $810,000.

V. Management Summary and Work Plan

Hager Consulting will work closely with grantee staff, engineers, general contractor, and MEDC staff to coordinate the timing of all tasks. The scope of services shown below defines the work items to be completed. All documents required by MEDC will be created and submitted following the requirements of the MEDC Grant Administration Manual and requirements of the City of Hart.

Hager Consulting, LLC will work closely with the grantee and engineer on procurement of a qualified contractor and subcontractors. Procurement documents, contracts and background check documents will be reviewed or produced by Hager Consulting, LLC and submitted to the grantee and MEDC.

Once a pre-construction meeting has occurred and construction begins, Hager Consulting, LLC will review financial draw documents & certified payrolls, conduct on-site worker interviews, and compile all MEDC required documents for the grantee to draw MEDC grant funds.

Hager Consulting, LLC will assist the grantee to prepare for the on-site MEDC monitoring by ensuring all documentation is organized for grantee files. Preparation for the grantee audit of federal funds will also be provided.

Hager Consulting, LLC will ensure compliance to all CDBG, MEDC and City of Hart requirements are met. General tasks include completing all required reports, Section 3 monitoring, public hearings, easement acquisition, grant amendments, or other duties that may apply.

VI. Prior Experience. A list of local governing bodies for which the firm has been under contract with for CDBG administration during the last four calendar years and a description of the work\project\grant managed for each local unit.

Hager Consulting, LLC has administered twenty one (21) CDBG grants/contracts in the last four years (or currently) in the role of Third Party Administrator, Consultant, Certified Grant Administrator, or Technical Assistance Provider as follows:

	Client	Grant & Project Type	Hager Consulting, LLC Role
1	City of Newaygo	Façade Improvements & Blight Elimination – Hotel & General Store	Certified Grant Administrator

2	City of Tawas City	Low/Mod Area Benefit - Pier Improvements	Certified Grand Administrator
3	City of Hart	Low/Mod Area Benefit - Pocket Park	Certified Grant Administrator
4	City of Wayland	CDBG Blight Elimination – Commercial Building	Certified Grant Administrator
5	Village of Middleville	CDBG Blight Elimination – Restaurant/Retail	Certified Grant Administrator
6	Village of Lake Odessa	Infrastructure (ICE Grant)	Certified Grant Administrator
7	City of Hillsdale	CDBG Blight Elimination & Job Creation -Coffee Shop, Office Space & Apartments -Dawn Theatre Historic Renovation	Certified Grant Administrator
8	City of Chelsea	CDBG Blight Elimination Restaurant & Apartments	Certified Grant Administrator
9	City of Evart	Low/Mod Area Benefit - Splash Pad & Stage Roof	Certified Grant Administrator
10	Village of Lexington	CDBG Blight Elimination Historic Hotel & Restaurant	Certified Grant Administrator
11	Eaton County	CDBG Homeowner Rehab	Third Party Administrator
12	Osceola County	CDBG Homeowner Rehab	Third Party Administrator
13	Shiawassee County	CDBG Homeowner Rehab	Third Party Administrator
14	Emmet County	CDBG Homeowner Rehab	Consultant w/NMCAA
15	Charlevoix County	CDBG Homeowner Rehab	Consultant w/ NMCAA
16	City of Charlotte	CDBG Rental Rehab	Third Party Administrator
17	City of Fremont	CDBG Rental Rehab	Consultant
18	City of Petoskey	CDBG Rental Rehab	Third Party Administrator
19	Village of Roscommon	Infrastructure (ICE Grant)	Certified Grant Administrator
20	Village of Buckley	Infrastructure (ICE Grant)	Certified Grant Administrator
21	City of Kalkaska	Low/Mod Area Benefit - Railroad Square Project	Certified Grant Administrator

Additional information about each client and contact information is listed below:

1. **City of Newaygo – Façade Improvement & Hotel Development**
   MEDC CDBG Grant Administrator for two mixed-use buildings with over $1 million of MEDC funds. Renovation will include two three-story 1800's buildings in downtown Newaygo. Extensive brick work, mechanical work, new doors, new windows, safety and cosmetic work will be included. There will also be renovation of a second two-story building into a boutique hotel. The façade will be given new life with new large storefront windows, brick work, paint, doors and windows that are historically appropriate.
   Contact: Jon Schneider, City Manager, 231.652.1657, jons@newaygocity.org.

2. **City of Tawas City – Pier & Harbor Improvements**
   MEDC CDBG Grant Administrator for pier and harbor improvements on the Lake Huron waterfront in downtown Tawas City. Project costs are expected to be $3,589,950 used for the rehabilitation of the 450-foot long pier located in Shoreline Park along the shore of Lake Huron and a new extension at the end of the existing pier to create a harbor of refuge for mooring. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with city staff, property owner/s, engineers, contractor/s and MEDC staff.
   Contact: Annge Horning, City Manager, 989.362.8688, manager@tawascity.org.

3. **City of Hart – Low/Mod Area Benefit**
   MEDC CDBG Grant Administrator for design, engineering, bidding and construction of a pocket park project in downtown Hart. Total costs were $352,062. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with City of Hart, project engineer, contractor/s and MEDC staff.
   Contact: Rob Splane, City Manager, 231.873.2488, rsplane@cityofhart.org.

4. **City of Wayland – Blight Elimination**
   MEDC CDBG Grant Administrator for renovation of burned out commercial building at 106 W. Superior Street. Renovations will eliminate blight, health and safety concerns after fire damaged the previous pizza restaurant. The project will rehabilitate approximately 2,240 square feet of vacant, blighted historic property into white-box retail space available for rent.
   Contact: Josh Eggleston, City Manager, 881.417.6653, jeggleston@cityofwayland.org.

5. **Village of Middleville – Blight Elimination**
   The project for which funds consisted of the rehabilitation of one historic building (100 E Main St.). The project revitalized approximately 9,000 square feet of vacant, blighted historic property into restaurant/retail space. It was the site of several retail and office establishments.
   Contact: Brian Urquhart, Assistant Village Manager, 269.795.3385, urquhartb@villageofmiddleville.org.

6. **Village of Lake Odessa - Infrastructure (ICE Grant)**
   MEDC CDBG Grant Administrator for the Village of Lake Odessa ICE Grant. The project consists of water main replacement, drainage improvements and new curbs to 5th Avenue and 6th Avenue streets.
   Contact: Pearl Goodemoot, Treasurer/Clerk, 616.374.7110, treasurer@lakeodessa.org.

7. **City of Hillsdale – Blight Elimination & Job Creation**
   MEDC CDBG Grant Administrator for two grants totaling $1,511,766 for 42 Union and Stock's Mill projects. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with City of Hillsdale staff, property owners and MEDC staff.
   Contact: Mary Wolfram, Hillsdale, 517.437.6479, econdev@cityofhillsdale.org.

8. **City of Chelsea – Blight Elimination**
   MEDC CDBG Grant Administrator for mixed-use building with total development costs of $1,292,269 for the Mack Building project. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with City of Chelsea staff, property owner and MEDC staff.
   Contact: John Hanifan, Chelsea, 734-216-1248, jhanifan@city-chelsea.org.

9. **City of Evart – Area Benefit**
   MEDC CDBG Grant Administrator for splash pad and stage roof in the City of Evart. Total development costs are expected to be $150,000. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with City of Evart staff, property owner and MEDC staff.
   Contact: Zackary Szakacs, City of Evart, 231.734.2181, zackary.szakacs@evart.org.

10. **Village of Lexington – Blight Elimination**
    MEDC CDBG Grant Administrator for renovation of historic hotel and restaurant in downtown Lexington. Total development costs are expected to be $3,000,000. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with Village of Lexington staff, property owner and MEDC staff.

Contact: Kristen Kaatz, Council President, 810.404.0360, councilpresvol@gmail.com.

11-15. Eaton, Osceola, Shiawassee, Emmet & Charlevoix County – CDBG Homeowner Rehab

Homeowner Rehab (HO) Program Third Party Administrator or Consultant – Assisting with all components of CDBG funded housing program.
Contact: Claudine Williams, Eaton County, 517.543.3689, cwilliams@eatoncounty.org;
Dan Massy, Osceola County, 231.832.7397, dmassy@osceolacountymi.com.
Kris Brady, NMCAA, 231.947.3780, kbrady@nmcaa.net.

16-18. Cities of Charlotte, Fremont, & Petoskey – CDBG Rental Rehab

Hager Consulting, LLC is working with these cities to implement their Rental Rehab programs. All combined, the amount of the MEDC/MSHDA grants being implemented is $961,700 to create or renovate 23 apartment units.
Contacts:
Bryan Myrkle, Charlotte 517.543-8853, bmyrkle@charlottemi.org.
Todd Blake, Fremont, 231.924-2101, tblake@cityoffremont.net.
Amy Tweeten, Petoskey, 231.347-2500; atweeten@petoskey.us.

19. Village of Roscommon – Infrastructure (ICE Grant)

MEDC CDBG Grant Administrator for sewer improvements. Total costs are expected to be $2.0 million. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with Village of Roscommon staff, project engineer, contractor/s and MEDC staff.
Contact: John Rosczyk, Village of Roscommon,
989.980.8905, manager@roscommonvillage.com.

20. Village of Buckley – Infrastructure (ICE Grant)

MEDC CDBG Grant Administrator for installation of two new wells, well house, underground water lines, road, decommissioning old wells. Total costs are expected to be $1.5 million. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with Village of Buckley staff, project engineer, contractor/s and MEDC staff.
Contact: Dennis Kuhn, Village of Buckley, 989.350.0448, dkuhn@henkels.com.

21. Village of Kalkaska – Low/Mod Area Benefit

MEDC CDBG Grant Administrator for the build out of the Railroad Square Project, including information center, public buildings, food truck court, sidewalks, landscaping, signage and museum façade upgrade. The project also includes street construction of

Maple St, from Elm to Laurel, parking, drainage and sidewalks. Total project costs of $3.45 million. Responsible for all MEDC CDBG grant administrator responsibilities according to MEDC Grant Administrator Manual, working in conjunction with Village of Kalkaska, project engineer, contractor/s and MEDC staff.
Contact: Gayenell Gentilia , Kalkaska DDA, 231.258.9191, mainstreet@kalkaskavillage.com.

Hager Consulting, LLC will provide the following specific tasks:

1. **General Tasks**
   A. Establish project files in the City of Hart's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the City of Hart's files.
   B. With the assistance of the City of Hart, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc. It is expected that one additional public hearing will held prior to construction.
   C. Prepare the Section 504 self-evaluation and transition plan, if applicable.
   D. Prepare one analysis of impediments to fair housing.
   E. Ensure all Citizen Participation Requirements are met.
   F. Assist City of Hart in establishing and maintaining Section 3 plan and appropriate reports.
   G. Prepare progress reports for the City of Hart, including obtaining financial and employment data as necessary.
   H. Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
   I. Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment request for the City of Hart, and preparing environmental review amendments for the City of Hart.

   Total estimated hours for General Tasks: 20 Hours

2. **Financial Management**
   A. Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG Program.
   B. Ensure that the City of Hart has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
   C. Make progress inspections and certify private investment.

D. Provide assistance during annual audit of CDBG programs, as necessary.

Total estimated hours for Financial Management: 65 Hours

3. Environmental Review – per project

A. Assist the City of Hart with determining the required level of environmental review and prepare the required paperwork.
B. Assist the City of Hart in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the MEDC.

Total estimated hours for Environment Review: 4 Hours

4. Construction and Labor Compliance

A. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
C. Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over $100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over $10,000), Section 503, etc.
D. Obtain contractor clearance(s).
E. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
G. Monitor Section 3, DBE and other contractor and subcontractor reports.

Total estimated hours for Construction and Labor Compliance: 55 Hours

5. Monitoring and Close Out

A. Attend and assist the City of Hart during the MEDC's monitoring visit(s). Prepare City of Hart's response to all monitoring findings.
B. Prepare close-out documents.
C. Conduct and document Performance Public Hearings on an annual and/or project basis as required.

Total estimated hours for Monitoring and Close Out: 5 Hours

TOTAL HOURS FOR ALL ACTIVITIES: 149 HOURS

VIII. Hourly Rate & Estimated Hours

Hager Consulting, LLC charges an hourly rate of $100.00 which includes overhead, fringe benefits, material, technology, MEDC required training, and travel. The hourly rate is based on the experience level Hager Consulting, LLC personnel and several contracts approved by other Michigan communities.

This bid includes administrative time and effort to coordinate communication between MEDC, the City of Hart staff, engineers, and general contractor. Hager Consulting, LLC is positioned to provide technical assistance to the City to expand the capacity of existing City staff so that the planned project moves forward efficiently and in full compliance. It is expected that there will be multiple contracts and subcontracts, each requiring administrative oversight for federal compliance.

Total grant administration costs are projected as follows:
Administrative Labor: 149 hours X $100 per hour = $14,900.00
MAXIMUM TOTAL CONTRACT: $14,900.00

IX. Authorized Negotiator

Mr. Lindsay Hager, President
Hager Consulting, LLC
10110 S River Run
Fremont, MI 49412
Email: lhager@hagerconsulting.biz
Mobile Phone: 231.225.2619

X. Additional Information and Comments

If selected, Hager Consulting, LLC will work with the City of Hart and MEDC to determine final scope of work, and delineation of tasks.

Hager Consulting, LLC is thankful for the opportunity to submit this proposal to the City of Hart for Administrative Consultant. If additional information is needed, please contact Mr. Lindsay Hager at 231.225.2619 or email lhager@hagerconsulting.biz.

Respectfully Submitted,

Mr. Lindsay F. Hager
Hager Consulting, LLC

Lindsay F. Hager

Hager Consulting, LLC

10110 S River Run

Fremont, MI 49412

231.225.2619

lhager@hagerconsulting.biz

Objective: Provide consulting services that will utilize affordable housing program management, economic development, housing development, nonprofit management and real estate finance expertise.

Highlights of Qualifications

- President of Hager Consulting, LLC since 2008.
- Oversight of construction or renovation of 2,500 housing units.
- Field Support Director for $223 Million NSP2 program in Michigan.
- Over 25 years of experience with affordable housing and economic development.
- Director of nonprofit for 14.5 years.

Relevant Skills

Technical Assistance Provider

- ✓ Mentor municipalities and nonprofits implementing HUD funded developments.
- ✓ Technical assistance focuses on program design, grant management, administration, compliance, marketing, home sales and production efficiency models.
- ✓ Assist with owner renovation, homebuyer assistance, home sales, lease-purchase, mixed use, and multi-family development funded with HUD NSP, HOME, & CDBG.
- ✓ Complete housing development feasibility studies and re-purposing feasibility analyses.

Housing Program Administration

- ❖ Homeowner Renovation Program administration for multiple Michigan counties.

Development Feasibility & Financial Packaging

- ➢ Successful funding applications to HUD, USDA, MEDC, MSHDA, FHLBI, and foundation.
- ➢ Create development pro forma and feasibility studies for re-purposing & mixed-use developments.

Lindsay F. Hager
Hager Consulting, LLC

Development Project Management

- Responsible for renovation or new construction of over 2,000 single family homes.
- Responsible for renovation or new construction of 10 apartment complexes containing 500 units using Low Income Housing Tax Financing, USDA Loans, local, state and federal grants, foundation grants and loans, Federal Home Loan Bank of Indianapolis (FHLBI) and private financing.
- UPCS & HQS inspection, specification writing and construction management.
- Compliance for prevailing wage, environmental impact, & financial draw tracking for infrastructure, mixed use, commercial, and facade developments.

Employment History

Hager Consulting, LLC, President, 2008 – Present.

NCCS Center for Nonprofit Housing, Fremont, MI, Director, 1994-2008.

Kalamazoo County, MI, Housing Coordinator, 1991 – 1994.

The WBDC Group, Grand Rapids, MI, Planner, 1989 – 1991.

Education & Certifications

Master of Urban Planning, Michigan State University

Bachelor of Science, Land Use Planning, Eastern Michigan University

Michigan Economic Development Corporation (MEDC) CDBG Certified Grant Administrator

Michigan State Housing Development Authority (MSHDA) Approved Technical Assistance Contractor

HUD HOME Certified – Regulations

HUD Uniform Physical Conditions Standards (UPCS) Inspection Certification through MSHDA

Certified Rehabilitation Specialist (Silver Level) Michigan Housing Rehabilitation Specialist Network

Community Involvement

Fremont Area Community Foundation, Board Chairman

Newaygo County Brownfield Redevelopment Authority, Board Member

Fremont Community Joint Zoning Board of Appeals, Board Chairman

Quad City Mustang Basketball, Board Chairman

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

This is to certify that

Lindsay Hager

has completed the Michigan Community Development Block Grant (CDBG) Certified Grant Administrator's training program and is hereby granted certification as a CDBG Certified Grant Administrator.

June 19, 2020



The U.S. Department of Housing and Urban Development
Office of Affordable Housing Programs

Is Pleased To Recognize

Lindsay Hager

As a

Certified HOME Program Specialist—Regulations

February, 2012

Virginia Sardone,
Acting Director, Office of Affordable Housing Programs

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

This is to certify that

Lindsay Hager

has completed the Michigan Community Development Block Grant (CDBG) Certified Grant Administrator's training program and is hereby granted certification as a CDBG Certified Grant Administrator.

November 8, 2017

CERTIFICATE OF ATTENDANCE

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
Your Affordable Housing Partner

This certificate is awarded to:

Lindsay Hager

For completion of Michigan State Housing Authority Housing Quality Standards Training Course held in Grand Rapids, Michigan June 14 through June 15, 2011.

Catherine Costello

Catherine Costello, Training & Technical Assistance Liaison
Technical Assistance Program
Michigan State Housing Development Authority

Investing in People.
Investing in Places.

MSHDA

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Certificate of Attendance

This certificate is awarded to:

Lindsay Hager

For participating in the Uniform Physical Conditions Standards (UPCS) Training
December 10-12, 2013, Lansing, Michigan
Sponsored by MSHDA

Catherine Costello

Catherine Costello, Training & Technical Assistance Liaison
Technical Assistance Program

RESOLUTION 2021 - 74
City Council
City of Hart, Michigan
Oceana County

ACCEPT BIDS FOR TREE TRIMMING AND REMOVAL NEAR ENERGIZED POWER LINES AND ALONG CITY RIGHTS OF WAY

WHEREAS 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

WHEREAS 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

WHEREAS the City has advertised for qualified bidders to trim and or remove the trees and branches and has received bids from Dubois Tree & Land Management LLC and Custom Tree Service

NOW, THEREFORE, BE IT RESOLVED THAT,

The City of Hart accept the bids for tree trimming and removal. Awarding Line Item 1 work to low bidder, Dubois Tree & Land Management LLC at a rate of $300/hr. and Line Item 2 work to low bidder, Custom Tree Service at a rate of $250/hr.

Moved by _____ supported by _____ and thereafter adopted at the regular City of hart City Council meeting on October 26th, 2021.

Ayes: ___ Nays: ___ Absent: ___

City of Hart
407 State Street
Hart, MI 49420

BIDS ARE BEING ACCEPTED FOR TREE MAINTENANCE SERVICES THROUGHOUT THE CITY OF HART ELECTRIC SERVICE AREA.

- **AWARDED BIDDER IS REQUIRED TO PROVIDE PROOF OF LIABILITY INSURANCE AS WELL AS WORKMAN'S COMPENSATION COVERAGE.**
- **BIDDERS WILL NEED TO COMPLY WITH ALL OSHA/MIOSHA SAFETY STANDARDS.**
- **MDOT TRAFFIC CONTROL STANDARDS TO BE FOLLOWED IN REQUIRED LOCATIONS.**
- **WORK DONE NEAR POWER LINES WILL REQUIRE USE OF ANSI A92 CERTIFIED EQUIPMENT.**
- **ALL WORK PERFORMED WILL BE BILLED AS TIME AND MATERIALS.**

SEPARATE PRICING SHALL BE SUBMITTED FOR:

1. **CLOSE PROXIMITY TO POWER LINE WORK – REQUIRING DIELECTRIC TESTING AND CERTIFICATION, MIOSHA SPECIFIED HAZARDOUS ELECTRICAL EQUIPMENT, FIRST AID, CPR, HIGH VOLUME BLOOD CONTROL, AND TRAUMA TRAINED CREWS.**
2. **TRIMMING OCCURING AWAY FROM POWER LINES – NON-ANSI A92 WORK.**
3. **A FEE SCHEDULE FOR REMOVAL/DISPOSAL OF TREES – Attach supporting paperwork as necessary.**

Line item	Hourly Pricing including equipment and crew
1	
2	
3	

(Not bidding all line items will not disqualify a contractor from consideration. Based on submitted responses, the city may choose to work with more than one vendor dependent for specific areas of work.)

Work will be assigned beginning November 1st, 2021, through October 31st, 2024, to be planned and scheduled with the Hart Energy Department. Estimate of total yearly tree trimming/removal is budgeted at $40,000 or more.

Bids must be received by October 15th, 2021, at 12:00 pm.

Bids may be submitted:
By mail or in-person: ATTN-Tree trimming bid - City Hall 407 S. State St. Hart, MI 49420
By email: rsplane@cityofhart.org
By fax: 231-873-0100

Questions may be directed to city hall at 231-873-2488

Dubois Tree and Land Management, LLC
8350 S Oceana Drive
P.O. Box 122
Rothbury, Michigan 49452
(231) 747-5068

City of Hart/Hart Hydro Powerline Clearance Labor and Equipment Rates 2021

Laborer/Groundmen/Chipper Operator	$45.00/hr
Equipment Operator	$50.00/hr
Powerline Clearance Bucket Truck Operator /Climber	$60.00/hr
82 ft. Bucket Truck/Dielectric Tested/Complete Equipment Platform Inspection/Certified/DOT Annual Inspection	$145.00/hr
60 ft. Bucket Truck/Dielectric Tested/Complete Equipment Platform Inspection/Certified/DOT Annual Inspection	$120.00/hr
50 ton/172 ft. Crane w/operator - Dielectric Tested/Complete Equipment Platform Inspection/Certified/DOT Annual Inspection	$175.00/hr
Skid Steer and Brush Hog w/operator	$150.00/hr
Skid Steer (including dirt bucket, forks, grapple bucket) w/operator	$125.00/hr
Skid Steer and Forestry Mulcher w/operator	$250.00/hr
Toro Dingo Mini Skid Steer	$50.00/hr
Large Stump Grinder	$75.00/hr
Mini Stump Grinder	$50.00/hr
Brush/Wood Chipper	$75.00/hr
Chip Truck Load	$75.00/load
1 ton Dump Truck Load	$75.00/load
16 ft Dump Trailer Load	$100.00/load
20 ft Flatbed Dump Truck	$100.00/load

Note: All prices for contracts approved and signed in 2021 will stand for the duration of the contract. $300/hr

All equipment operators including skid steer, forestry mulcher, bucket truck, stump grinder and foremen are miss dig certified.

Groundmen/chipper operators have attended chipper operated specialist course through Morbark.

All employees on site are certified by the American Heart Association for First Aid, CPR and AED. They are also certified in Stop the Bleed. All trucks and equipment are properly equipped with First Aid kits, epi-pens and fire extinguishers.

– JOB PROPOSAL –

CUSTOM TREE SERVICE

1787 N. Mears St.
Mears, MI 49436
(231) 873-4645 or (231) 923-8287 Cell

TRIMMING & REMOVAL • STUMP GRINDING • COMPLETE CLEANUP • LOADER WORK • INSURED

QTY.	DESCRIPTION	AMOUNT
	10-14-2021	
	Per Line item 2 city of hart	
	Tree trimming and remoual occuring	
	away from power lines – non – ANSI A92	
	Hourly rate will be $250 per hour	
	$100 per hour for labor $150 per hour	
	for any and all equipment necessary	
	to complete the job	
	charge includes removel and disposal	
	of all wood branches and small debris	
	Tom Mier	
	TOTAL	$250.00 per hour

RESOLUTION 2021 - 75
City Council
City of Hart, Michigan
Oceana County

ACCEPT BIDS FOR STUMP GRINDING AND SITE REMEDIATION

WHEREAS the City of Hart implements a maintenance program for trimming and removing trees near energized power lines; and

WHEREAS following the removal of trees, tree stumps remain creating visual blight and potential hazards to the community; and

WHEREAS 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.

Moved by _____ supported by _____ and thereafter adopted at the regular City of hart City Council meeting on October 26th, 2021.

Ayes: ___ Nays: ___ Absent: ___

City of Hart
407 State Street
Hart, MI 49420

BIDS ARE BEING ACCEPTED FOR STUMP GRINDING WITHIN THE CITY OF HART.

- **SUCCESSFUL BIDDER IS REQUIRED TO PROVIDE PROOF OF LIABILITY INSURANCE AND WORKMAN'S COMPENSATION COVERAGE.**
- **BIDDERS WILL NEED TO COMPLY WITH ALL OSHA/MIOSHA SAFETY STANDARDS AS WELL AS MDOT TRAFFIC CONTROL STANDARDS.**

STUMP REMOVAL TO INCLUDE:

1. **GRINDING OF STUMP TO A MINIMUM DEPTH OF 6" BELOW THE AVERAGE ELEVATION OF THE SURROUNDING GROUND, INCLUDING TRACING OF ROOTS WHICH PROTRUDE ABOVE GROUND.**
2. **REMOVAL OF GRINDING DEBRIS (WITH SUPPORT FROM DPW STAFF AND EQUIPMENT)**
3. **BACK FILLING OF EARTH (WITH SUPPORT FROM DPW STAFF AND EQUIPMENT)**
4. **GRASS SEEDING**

List of identified stumps includes these locations:

# of stumps	Location of stumps.
5	518 Wood St -South side of lot going West & East about 150'.
1	504 Union St- South Side of Lot.
1	408 S State St- South Side of lot.
1	101 Woodlawn-West side of lot.
1	407 Johnson St-North side of lot.
3	611 E Main St- North/West Corner of lot.
1	114 Griswold St-East side of lot.
2	311 Jefferson St-North side of lot.
2	1010 State St- North side of lot.
1	513 Church St-South side of lot/back yard.
1	1014 S State St-West side of lot.

1	312 Dryden St-West side of lot.
1	517 Hart St-East side of lot.
1	216 Apple St East side of lot.
1	315 Hart St East side of lot.
1	309 Water St East side of lot.
	Bid separate:
13	300 Griswold St/John Gurney Park---Lots 1,4,6,25,29,35,42,44,55,57,77,H2, Bath House turn around area.

Work can begin November 1st, 2021, and shall be scheduled with DPW department for necessary city support.

Bids must be received by October 15th, 2021, at 12:00 pm.

Bids may be submitted:
By mail or in-person: ATTN-Stump grinding bid - City Hall 407 S. State St. Hart, MI 49420
By email: rsplane@cityofhart.org
By fax: 231-873-0100

Questions may be directed to city hall at 231-873-2488



Delia's Tree Stump Removal
5086 East M-20
Hesperia, MI 49421
(231) 854-0516
(616) 885-4051

Bid

~~BILL TO~~
City of Hart

DATE	INVOICE #
AMOUNT DUE	**DATE DUE**

Description	Units	Price/Unit	Amount
21 Stumps	1,780	2.25	3937

Thank-you for your business!



Delia's Tree Stump Removal
5086 East M-20
Hesperia, MI 49421
(231) 854-0516
(616) 885-4051

Bid

~~BILL TO~~
City of Hart

DATE	INVOICE #
AMOUNT DUE	**DATE DUE**

Description	Units	Price/Unit	Amount
John Gurney Park	948	2.50	2370
.25 per unit for smaller machine for smaller access.			

Thank-you for your business!

– JOB PROPOSAL –

CUSTOM TREE SERVICE
1787 N. Mears St.
Mears, MI 49436
(231) 873-4645 or (231) 923-8287 Cell

TRIMMING & REMOVAL • STUMP GRINDING • COMPLETE CLEANUP • LOADER WORK • INSURED

QTY.	DESCRIPTION	AMOUNT
Address	518 W. 3rd St. - South side of lot 5 Stumps	
	504 Union St. - South side of lot 1 Stump	
	408 S. State St - South side of lot 1 Stump	
	101 Woodlawn - West side of lot 1 Stump	
	407 Johnson St - North side of lot 1 Stump	
	611 E Main St - North/West corner 3 Stumps	
	114 Griswold - East side of lot 1 Stump	
	311 Jefferson St. North side of lot 2 Stumps	
	1010 State St - North side of lot 2 Stumps	
	513 ~~State St~~ Church - South side of lot b/w 1 Stump	
	1041 S. State St - West side of lot 1 Stump	
	312 Dryden St - West side of lot 1 Stump	
	617 Hart St. - East side of lot 1 Stump	
	216 Apple St - East side of lot 1 Stump	
	315 Hart St - East side of lot 1 Stump	
	309 Water St - East side of lot 1 Stump	
Town Country	Bath house turn around 6"	
	Stumps to be ground below grade including surrounding roots	
		TOTAL $3,750.—

Tom Rue 10/05/2021

– JOB PROPOSAL –

CUSTOM TREE SERVICE

1787 N. Mears St.
Mears, MI 49436
(231) 873-4645 or (231) 923-8287 Cell

TRIMMING & REMOVAL • STUMP GRINDING • COMPLETE CLEANUP • LOADER WORK • INSURED

QTY.	DESCRIPTION	AMOUNT
	City of Hart	
	John Gurney Park	
	310 Griswold Street	
	Bath House Turn Around	
	Lot# 1,4,6,25,29,35,42,44,55,57,77,82	
	Grinding 13 stumps 6" below	
	grade including surrounding roots	
	Tom Rice 10-14-2021	
	TOTAL	$1,350.00

RESOLUTION 2021 - 76
City Council
City of Hart, Michigan
Oceana County

CHARTER CABLE FRANCHISE RENEWAL

WHEREAS, the City's current cable provider, Charter Communications, has proposed to renew its current franchise agreement in accordance with the 2007 Public Act 480; and

WHEREAS, the Act requires uniform agreements with standard provisions; and requires franchising entities to promptly adopt cable service agreements and renewals; and

WHEREAS, the City may retain a franchise fee based on a percentage of provider's gross revenues currently set at 5%; and

WHEREAS, 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 the 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.

Moved by _____ supported by _____ and thereafter adopted at the regular City of hart City Council meeting on October 26th, 2021.

Ayes: ___ Nays: ___ Absent: ___

INSTRUCTIONS FOR
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.

2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.

3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. **"Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)**

- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

    1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

        "[insert PROVIDER'S NAME]
        [CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.

- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.

- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.

- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.

- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.

- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.

- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

  Michigan Public Service Commission
  Attn: Video Franchising
  P.O. Box 30221
  Lansing, MI 48909

  Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Hart, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- **A.** "Cable Operator" means that terms as defined in 47 USC 522(5).
- **B.** "Cable Service" means that terms as defined in 47 USC 522(6).
- **C.** "Cable System" means that term as defined in 47 USC 522(7).
- **D.** "Commission" means the Michigan Public Service Commission.
- **E.** "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- **F.** "FCC" means the Federal Communications Commission.
- **G.** "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- **H.** "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- **I.** "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- **J.** "IPTV" means internet protocol television.
- **K.** "Local unit of government" means a city, village, or township.
- **L.** "Low-income household" means a household with an average annual household income of less than $35,000.00 as determined by the most recent decennial census.
- **M.** "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
- **N.** "Open video system" or "OVS" means that term as defined in 47 USC 573.
- **O.** "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- **P.** "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- **Q.** "Term" means the period of time provided for in Section V of this Agreement.
- **R.** "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- **S.** "Video programming" means that term as defined in 47 USC 522(20).
- **T.** "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- **U.** "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- **V.** "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- **A.** An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- **B.** The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- **C.** The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- **D.** The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- **E.** The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- **F.** The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- **G.** The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
    - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- **H.** The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- **I.** The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- **J.** If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- **K.** The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- **L.** The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- **M.** The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- **N.** The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- **A.** The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- **B.** It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
    - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
    - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- **C.** [**If the Provider is using telecommunication facilities**] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
   i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
   ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
   iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
   iv. Natural disasters
   v. Factors beyond the control of the Provider

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
   i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
   i. The authorization or placement of a video service or communications network in public right-of-way.
   ii. Access to a building owned by a governmental entity.
   iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising

Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act.**

VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.

ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**

i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.

ii. Any franchise fee imposed on the Provider that is passed on to subscribers.

iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.

iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.

v. All revenue derived from compensation arrangements for advertising to the local franchise area.

vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**

i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.

iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.

vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.

vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.

viii. Sales of capital assets or surplus equipment.

ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.

x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the

Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:

1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the

audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Hart:

407 State St

Hart, MI 49420

CUID: MI0213

Attn: City Manager

Fax No.:

If to the Provider:
(must provide street address)

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Cityof Hart, **a Michigan Municipal Corporation**

By

Print Name
City Manager
Title
407 State St.
Address
Hart, MI 49420
City, State, Zip
(231) 873-3546
Phone

Fax

Email

Spectrum Mid-America, LLC, **a** Delaware Limited Liability **corporation doing business as** n/a

By

Print Name
Paul D. Abbott
Title
Vice President, Local Government Affair
Address
12405 Powerscourt Drive
City, State, Zip
St. Louis, MO 6313
Phone
774-243-9738
Fax

Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: October 10, 2021		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 45-4593320		

Company executive officers:

Name(s): Thomas M. Rutledge
Title(s): President and Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act."

The area provided for service is in the City of Hart, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.

[**Option A**: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C**: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

For All Applications:

Verification
(Provider)

I, Paul D. Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: Paul Abbott	*Date:* 10-12-2021

(Franchising Entity)

City of Hart, **a Michigan municipal corporation**

By

Print Name

City Manager

Title

407 State St.

Address

Hart, MI 49420

City, State, Zip

(231) 873-3546

Phone

Fax

Email

Date

ATTACHMENT 1

RESOLUTION 2021 - 77
City Council
City of Hart, Michigan
Oceana County

CREEKS DEVELOPMENT

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

_____

_____; 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:

Approves

_____

_____.

Authorizes and directs the City Manager and City Attorney to

_____

_____.

Moved by _____ supported by _____ and thereafter adopted at the regular City of hart City Council meeting on October 26th, 2021.

Ayes: ___ Nays: ___ Absent: ___

Creeks Subdivision - Council Review

Option	*Details*	*Pro's*	*Con's*
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.	One cohesive effort as previously imagined. Little legal action.	Further potential risk to the city as this would be the third attempt using the same method for development.
Sell sites to individual buyers	The city would look to hire a local realtor that could sell the development sites to be built individually.	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.	The potential for a lot of variation in quality of buildings. Increasing risk of a development with out a cohesive look.
Engage MEDC or city engineers and legal staff to replan the development	As an Redevelopment Ready Community, MEDC offers some design assistance. City engineers working with the city attorney could establish a plan to start back at the beginning and work to plan the development using today's best practices to seek a more successful approach to tackling the project.	Updating the development may align better with the current housing needs and desireability of investors.	Additional time spent working through planning and legal hurdles.

RESOLUTION 18-42
City Council
City of Hart, Michigan
Oceana County

CREEKS DEVELOPMENT

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 after seeking letters of interest from area builders, two well-qualified contractors expressed willingness to partner with the City; and

WHEREAS, the City seeks formal proposals from the aforementioned contractors to move closer to establishing a developer-builder relationship; 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:

Approves the issuance of a Request for Proposals (RFP) for Creeks development activities to Mike Blackmer and Mark Hamersma.

Authorizes and directs the City Manager and City Attorney to prepare the RFP documents on behalf of the City of Hart and present the proposals to City Council at a future meeting.

Moved by Mr. Frontiera, supported by Mr. Splane, and thereafter adopted by the City of Hart, Michigan City Council at a regularly scheduled meeting held on Tuesday, June 12, 2018.

Ayes: 5 Nays: 0 Absent: 1 Abstain: 1

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

_____
Cheryl Rabe, City Clerk

HISTORICAL

RESOLUTION 18-59
City Council
City of Hart, Michigan
Oceana County

CREEKS DEVELOPMENT

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 after seeking letters of interest from area builders, two well-qualified contractors expressed willingness to partner with the City; and pursuant to R18-42 City Council requested Creeks development proposals from Mike Blackmer Construction and Mark Hamersma Construction; and

WHEREAS, only Mike Blackmer Construction submitted a proposal on the due date July 6, 2018; and

WHEREAS, it is in the City's best interest to move forward with the Creeks Development project with Mike Blackmer Construction; 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:

Approves and accepts the July 6, 2018 proposal from Mike Blackmer Construction for the Creeks Development project.

Authorizes and directs the City Manager and City Attorney to negotiate an agreement with Mike Blackmer Construction and present the agreement to City Council at a future meeting for their review and approval.

Moved by Mr. Frontiera, supported by Mr. Wittman, and thereafter adopted by the City of Hart, Michigan City Council at a regularly scheduled meeting held on Tuesday, July 10, 2018.

Ayes: 5 Nays: 1 Absent: 0 Abstain: 1

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

_____
Cheryl Rabe, City Clerk

PROOF

REAL ESTATE PURCHASE AGREEMENT

(Meadowbrook Farms Project)

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of the _____ day of August, 2018, by and between MIKE BLACKMER CONSTRUCTION., a Michigan _____ of 2438 E Monroe Rd., Hart, MI ("'Purchaser") and The City of Hart, a Michigan municipal corporation, of 407 State St, Hart, MI 49420 ("Seller").

BACKGROUND

A. Seller desires to sell and Purchaser desires to purchase fifty-one (51) lots, also referred to as condominium units. (the "Lots") in The Creeks Condominium Development all in the City of Hart, Oceana County, Michigan, as legally described on Exhibit "A" attached to this Agreement. The Lots are sometimes referred to in this Agreement as the "Project Property".

B. The City Council of the Seller, pursuant to the City Charter adopted Resolution No. 18-59 on July 10, 2018, authorizing the sale of the Project Property to Purchaser.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Subject Property. Seller agrees to sell and Purchaser agrees to purchase the Lots. The Project Property shall be acquired by Purchaser within the time period outlined in Paragraph 6 of this Agreement.

2. Purchase Price. The purchase prices for each Lot is shown on Exhibit "B" (the "Purchase Price"). The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions of this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period: Right to Terminate. With respect to the Lots, the "Investigation

Period" shall expire thirty (30) days following the Date of this Agreement. During the Investigation Period, Purchaser, at Purchaser's expense, shall have the right to have the Lots and the Future Development Parcel inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots and the Future Development Parcel for purposes of having such investigations performed and the right to discuss any of the Project Property and the conditions related thereto with governmental authorities. The Investigation Period may be extended for a period not to exceed thirty (30) days upon written notice from Purchaser to Seller stating a reasonable cause for the extension.

4. Payment of Property Taxes. For all taxes billed or to be billed in the calendar year of Closing, all such taxes will be estimated, if necessary, using taxable value and the millage rate(s) in effect on the date of Closing, and paid by Seller on a pro rata basis from January 1 to the date of Closing.

5. Documentation. Within ten (10) days of the Date of this Agreement, Seller shall provide Purchaser with copies of its complete files relating to the Project Property, including to the extent available: (I) all current surveys, drawings, site plans, cad-drawings, topography plans and any other current drawings, sketches or plans; (ii) copies of all engineering reports, soil studies, drainage studies, environmental assessments or report, and wetland and floodplain studies; (iii) copies of all development, site plan and zoning approvals, including complete copies of all applications, staff reports prepared by the Seller or its planning department, and any written communications of Seller pertaining to the Lots and Future Development Parcel, with such municipalities in relation thereto. If Seller receives any supplemental information prior to Closing, Seller shall also furnish the same to Purchaser.

Seller has informed Purchaser that Seller was not the "developer" of the Lots and that Seller's files contain limited information regarding the prior development of the Project Property.

6. Closing Deadline: Schedule. The Parties agree that the initial purchase of Lots will close within fifteen (15) days of the end of the later of the Investigation Period or receipt by Purchaser of all approvals required by Purchaser with respect to the planned development of the Future Development Parcel. Purchaser agrees to purchase not less than six (6) Lots during the first year of the term of this Agreement and at a rate of not less than four (4) Lots per year thereafter, measured cumulatively from the end of the Investigation Period. Purchaser agrees not to purchase the Future Development Parcel (unless it obtains written consent from Seller) until it has purchased not less than eight (8) of the Lots.

7. Additional Development and Sales Conditions. Purchaser and Seller agree to the following additional terms and conditions, with respect to the development, construction, maintenance, marketing and sales within the Project Property:

(a) Purchaser will purchase the first two (2) Lots within fifteen (15) days of the end of the Investigation Period.

(b) Purchaser will immediately start construction of a model home unit and an inventory home of a size and on a Lot to be determined by Purchaser.

(c) Purchaser will maintain the Creeks entrance area, all homes constructed or under construction and all developed Lots in a professional and attractive manner consistent with other projects under Purchaser's control and subject to Purchaser's sales and marketing plans for the Project.

(d) Purchaser will market the Project, supported by the development of collateral marketing materials, advertising and other promotional efforts similar to other comparable.

8. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

(a) A Warranty Deed conveying to Purchaser title to each Lot and the Future Development Parcel as and when purchased by Purchaser, executed and acknowledged by Seller in recordable form;

(b) An ALTA fee owner's policy of title insurance or equivalent coverage from Devon Title Company or other title company ("Title Company") that is acceptable to Purchaser in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Lots without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (I) the lien of ad valorem property taxes not yet due and payable, (2) utility easements serving the Lots and the Future Development Parcel, (3) other matters described in Section 11 and 12, (4) any matter arising as a result of any act or omission of Purchaser; and (5) such other matters that are not objected to by Purchaser. The Seller will not be required to pay any additional premium that the Title Company may charge for the issuance of a policy without standard exceptions or the cost of any survey except as to the Future Development Parcel. The Seller's obligation to provide insurance without standard exceptions will be limited to the execution of owner's affidavits and other documentation required by the Title Company except as to the Future Development Parcel.

(c) Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

9. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

10. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (I) all

transfer and/or conveyance taxes, if any. assessed in connection with the Closing, (ii) the premium for the Title Policy, and (iii) any assessments now due and payable (sewer or otherwise) that currently exist against the Lots or the Future Development Parcel. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Lots and the Future Development Parcel shall be prorated based on the date of Closing.

11. Title. Purchaser shall order a commitment for an owner's policy of title insurance from _____ Company within five (5) days of the Date of this Agreement. After Purchaser has received both the title commitment and the Survey described in Section 12 below as to the Future Development Parcel, both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. If any unpermitted matters of title are disclosed by the title commitment, Seller shall, at its option, have a reasonable time to cure the objections. If Seller is unable to cure all objections within a reasonable time, or elects not to do so, this Agreement shall terminate, and neither Party shall have any further obligations to the other. In the alternative, Purchaser may elect to accept such title to the Project Property as Seller is able to provide, without reduction of the Purchase Price or any credit or allowance against the Purchase Price, and without any liability on the part of Seller.

12. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots and Parcels as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

13. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the Effective Date of this Agreement and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

(a) Seller has the right, power and authority to enter into this Agreement and to sell the Lots and the Future Development Parcel in accordance with the terms of this Agreement.

(b) Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots and the Future Development Parcel and has not entered into any contract to sell the Lots and the Future Development Parcel

(c) The individuals signing this Agreement and all other documents executed or to be executed pursuant to this Agreement on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

(d) Seller has not received any notice of, and has no knowledge of any existing violations on the Project Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

(e) There will be no parties in possession of the Project Property or entitled to possession thereof other than Seller.

(f) There are no existing or pending condemnations or sales in lieu thereof with respect to the Project Property, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

(g) Seller has the right to, and will convey, to Purchaser good and marketable fee simple title to the Project Property, free and clear of any and all liens and other encumbrances other than any liens created by Purchaser and the Permitted Exceptions.

(h) All general real estate related property taxes and assessments shall have been

paid when due. There are no delinquent assessments. No future assessments against the Project Property have been announced.

(l) There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Project Property, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Project Property, either before or after Closing.

(j) All federal, state and local real estate, personal property and other taxes relating to the Project Property (other than those not currently due and payable) shall be properly paid on or before the Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Project Property.

(k) The Project Property and the Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws').

(l) Seller has furnished to Purchaser copies of all reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Project Property which are in Seller's possession or control. Seller does not have access to the files and records of the original Developer of the Lots.

14. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

(a) Purchaser has the full power and authority to execute, deliver and perform this

Agreement and all of Purchaser's obligations under this Agreement; and

(b) The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

15. Indemnification. Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (I) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Project Property; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its officers, agents and successors and assigns (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (I) arising or accruing after the Closing and which are in any way related to Purchaser's ownership of the Project Property; and/or (ii)' arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

16. Default and Remedies.

(a) Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lots Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. If Purchaser does not cure the default as stated in the Notice of Default within thirty (30) days or submit the alleged default to arbitration as provided in Paragraph 17 of this Agreement, this Agreement shall automatically terminate, and neither Party shall have

any further obligations to the other.

(b) Seller's Default: Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (I) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages.

(c) Notice of Default. In the event either Party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have thirty (30) days to cure the alleged default.

17. Arbitration of Disputes. The Parties agree to resolve any disputes arising out of or in connection with this Agreement by submitting the matter for arbitration in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, provided that the Parties shall have reasonable discovery rights. Such arbitration will be conducted in Kalamazoo, Michigan before one or more arbitrators knowledgeable about residential real estate development. The Parties further agree that the Party prevailing in such arbitration shall be entitled to receive from the other Party reasonable attorneys' fees and all costs incurred in connection with the arbitration in the amount, if any, awarded by the arbitrator or arbitrators, and in the event that either Party shall fail to pay the amount due under the award of the arbitrators or arbitrators, and legal action is commenced for the enforcement of the award (the venue for which litigation shall be in St. Joseph County, Michigan Circuit Court), the prevailing Party shall be entitled to receive reasonable attorneys' fees and all costs incurred in such action to be determined by the Court in which such action is brought.

18. Sale and Assignment of Agreement. Purchaser shall have the right, upon prior written notice to Seller, to assign all of its rights and delegate all of its obligations under this

Agreement to a newly created Michigan limited liability company owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Purchaser may assign its rights to purchase a Lot directly to one of its customers by giving written notice to Seller thereof. Except as otherwise set forth above, neither Party may assign its rights or delegate its obligations under this Agreement without the written consent of the other Party, which consent may be withheld in such other Party's sole discretion.

19. Miscellaneous.

(a) TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(b) This Agreement shall be governed by and construed under the laws of the state of Michigan.

(c) This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Project Property and all other matters contained in this Agreement and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

(d) All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the third (3rd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent to the respective addresses set forth below:

To Seller: The City of Hart
Attention: Lynne Ladner, City Manager

407 State St.
Hart MI 49290

To Purchaser: Mike Blackmer Construction
Attention: Mike Blackmer
2438 E Monroe Rd
Hart, Michigan 49420

(e) This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(f) Seller and Purchaser shall be responsible for any compensation owing to any broker or consultant that they created in connection with the transaction contemplated by this Agreement and the Party creating any such obligation agrees to indemnify and hold the other Party harmless against any and all liability, loss, cost, damage, and expense (including, but not limited to, attorneys' fees and costs of litigation) that the other Party shall ever suffer or incur because of any claim by any such broker or consultant. These obligations will survive closing or termination of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth in the introductory Paragraph of this Agreement.

SELLER: THE CITY OF HART, a Michigan municipal corporation

By:_____
Lynne Ladner, City Manager

By:_____
Cheryl Rabe, City Clerk

PURCHASER: MIKE BLACKMER CONSTRUCTION., a Michigan limited liability company

By: _____
Mike Blackmer, Its Member

EXHIBIT "A"
(Legal Descriptions)

CITY OF HART, OCEANA COUNTY, MICHIGAN:

LOT DESCRIPTION

Units 1, 2, 5, 6, 9, 10, 11, 12, 15-56 and 59-62 of The Creeks Condominium, a condominium established by Master Deed, recorded at Liber 2003 Page 36381 through 36425, Oceana County Records, and being designated as Oceana County Condominium Subdivision Plan No. 23, as amended, with rights in the general common elements and limited common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of Michigan of 1978, as amended.
P.P. 64-020-665-000-00

EXHIBIT "B"
(Purchase Price for Project Property)

Premium Lots	54,55,56, and 59 – 62	$6,000.00 each
Regular Lots	1,2,5,6,9 – 12 and 15-53	$3,500.00 each