City of Hart, Michigan
CITY COUNCIL AGENDA - **Amended**
November 10, 2020, 7:30 PM
Community Center, 409 State Street, Hart, Michigan

NOTICE OF REMOTE/HYBRID MEETING PUBLIC MEETING

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

Please click the link below to join the webinar:
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1. Call to Order
2. Roll Call – LaPorte, Burillo, Frontiera, Hegedus, La Fever, Platt, Splane
3. Swear-In Ceremony, City Clerk Cheryl Rabe
   a. Mayor-Elect Vicki Platt and Council-Elect Dean Hodges, Jim Evans, Braxton Platt
4. Pledge of Allegiance
5. Approval of Agenda
6. Approval of Minutes from October 27, 2020.
7. 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**
8. Correspondence, Events, Presentations
9. Department Reports (* written report will be provided)
   a. Police b. BioPure c. Public Works d. Energy e. HEART
10. Reports of Boards, Commissions, and Committees (*** Minutes in the packet)

1. Cemetery***	9. Power	16. Tax Abatement
2. DPW	10. Recreation	17. Water/BioPure
3. Housing Board of Review	11. Parks	18. Neglected/Dangerous Properties
4. Finance/Personnel	12. Library	20. H.E.A.R.T***
5. Fire Board	13. Planning	21. Hart Lake Board
6. Historic	14. TIFA	22. Election Commission
7. Police	15. ZBA	23. Starting Block Kitchen Incubator
24. Compensation Com.		

11. Bills, Claims, Payroll

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

12. Action Items
    a. Ordinance 2020-02 A zoning map amendment rezoning one (1) parcel from the B-1 Central Business District to A-Residential for Parcel Number 020-209-015-50, 218 Washington St, Hart, MI – **First Reading**
    b. Ordinance 2020-03 Conditional Rezoning for one (1) parcel from A- Residential to B-1 Central Business District for Parcel Number 020-721-007-00, 315 S. State St, Hart, MI – **First Reading**
    c. Resolution 2020-66 Authorize entering into an agreement with Azavar Audit Solutions for Compliance Audits and Ongoing Revenue Maximization and Monitoring Services
    d. ***Resolution 2020-67 Accept recommendation of Park Committee for Contracted Campground Management Services for 2021-2023 and authorize City Manager to sign the contract.***
13. Discussion Items
    a. Declare Council vacancy and identify process for filling Council Term Vacancy created by election of Vicki Platt as Mayor
14. City Manager Report
15. Communications from the Mayor and Council
16. Adjournment –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
OCTOBER 27, 2020, 7:30 pm
MINUTES - DRAFT

PRESENT IN PERSON OR VIA ZOOM: Mayor Ron LaPorte, Councilors: Vicki Platt, Jason La Fever, Catalina Burillo, Rob Splane, Joe Frontiera, and Steve Hegedus
ABSENT: None
OTHERS PRESENT City Manager – Lynne Ladner, Deputy City Clerk – Cheri Eisenlohr
Mayor LaPorte called the meeting to order at 7:30 pm; following the roll call, the Mayor lead the Council in the pledge of allegiance.

AGENDA:

- Mr. La Fever motioned to approve the agenda, supported by Mr. Splane, all ayes, the motion carried.
  - Ayes: 7 Nays: 0 Absent: 0

MINUTES:

- Mr. Frontiera motioned to approve the minutes of the October 13, 2020 meeting, supported by Mr. Hegedus, all ayes, the motion carried.
  - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- Sandy Clark, a Democrat candidate for District 100, spoke to the Council regarding her platform for running for the House.
- Mr. George Sadler declined to speak as he felt that 3 minutes would not be enough time to present his comments.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Ms. Ladner reported that there would be a drive-through reception held before the next Council meeting to honor those going off the Council – Mayor LaPorte, Mr. La Fever, Mr. Frontiera, Mr. Hegedus.

DEPARTMENT REPORTS:

- *Police Chief, Juan Salazar:*
  - A written report was provided.
- *Energy Dept. Superintendent, Mike Schiller:*
  - A written report was provided.
- *BioPure Superintendent, Paul Cutter:*
  - A written report was not provided.
- *DPW Superintendent, Brad Whitney:*
  - A written report was provided.
- *HEART Director, Nichole Steel:*
  - A written report was provided.

BILLS, CLAIMS, & PAYROLL:

- Bills: $122,328.28 Payroll: $59,196.33 Grand Total: $181,524.61
  - Mr. Splane motioned to approve, supported by Mr. Hegedus, the motion carried.
    - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

Ms. Ladner addressed the following Action Items:

Memo
To: Mayor and Council
From: Lynne Ladner
Date: 10/23/20
Re: JGP Campground Management

Greetings,
Bids have been solicited and received for the management of the JGP Campground for the 2021- 2023 period. The City received the proposal with four fee structure options, which have been reviewed by the Park Committee.
The Park Committee is recommending that the Council accept the proposal from Freed Management and requests that the Council authorize the committee to enter into contract negotiations with Freed Management to finalize the agreement for approval by the Council at the November 10, 2020 meeting
It is my recommendation that the Council adopt Resolution 2020-60 Accepting the bids for JGP Management and authorize Park Committee to negotiate contract agreement for Council approval
Lynne

RESOLUTION 2020-60
Hart City Council
City of Hart, Michigan

Accept Accept bids for JGP Management and authorize Park Committee to negotiate contract agreement for Council approval

WHEREAS; the contract for management of the JGP Campground expires on November 14, 2020; and,

WHEREAS; the City has requested bid proposals for 2021-2023 and published the RFP both locally and on the MML website ; and

WHEREAS; the City received one response from Freed Management to the request that provides four fee structure options which have been reviewed by the Park Committee; and

WHEREAS: the Park Committee is making the recommendation to accept the proposals and for the Park Committee to negotiate with Freed Management the terms of the contract for presentation and approval by the Council at the November 10, 2020 meeting,

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Accepts the bid response from Freed Management for the management of the JGP Campground for 2021 – 2023 and authorizes the Park Committee to negotiate the terms of the agreement for final approval by the Council at the regularly scheduled meeting on November 10, 2020
Moved by Mr. Frontiera, supported by Ms. Platt and thereafter adopted by the Hart City Council at a regular council meeting held on Oct. 27, 2020.
Ayes: 7 Nays: 0 Absent: 0
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.

Cheri Eisenlohr, Dep. City Clerk

Memo
To: Mayor and Council
From: Lynne Ladner
Date: 10/23/20
Re: Underwater Bridge Inspection

Greetings,
At the end of September, I received notification from MDOT that the City was required to have an underwater bridge inspection on the State St. Bridge completed by December 31, 2020. Proposals were solicited from all four MDOT pre-qualified bidders for the project, of which two declined to bid, and one proposal from Great Lakes Engineering LLC was received in the amount of $6,049.
As the inspection is a requirement of MDOT and failure to do the inspection will jeopardize our Act 51 road funding, and all pre-qualified bidders were provided the opportunity to bid, it is my recommendation the Council adopt Resolution 2020-61 Waiving the bidding requirements for Underwater Bridge Inspection and Accept Bid from Great Lakes Engineering Group
Lynne

RESOLUTION 2020-61
Hart City Council
City of Hart, Michigan

Waive bidding requirements for Underwater Bridge Inspection and Accept Bid from Great Lakes Engineering Group

WHEREAS; the City was notified the end of September that an underwater bridge inspection was required to be completed prior to December 31, 2020 per MDOT standards and requirements; and

WHEREAS; the State of Michigan provided a list of four pre-qualified companies to complete the inspection who were all provided a copy of the request for bids ; and

WHEREAS; the City received two responses declining to bid and one response to complete the project in the allotted time frame from Great Lakes Engineering Group LLC in the amount of $6,049;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Waives the bidding requirement and accepts the bid response from Great Lakes Engineering Group LLC in the amount of $6,049 to complete the required undewater bridge inspection of the State St. Bridge.

Moved by Ms. Burillo, supported by Ms. Platt and thereafter adopted by the Hart City Council at a regular council meeting held on Oct. 27, 2020.
Ayes: 7 Nays: 0 Absent: 0
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.

Cheri Eisenlohr

Cheri Eisenlohr, Dep. City Clerk

Memo
To: Mayor and Council
From: Lynne Ladner
Date: 10/23/20
Re: Second Amendment and Estoppel agreement – Hart Solar

Greetings,
As the City continues to work with Hart Solar on a clean energy project which will have collector lines and other equipment placed in easements along with City property, a second amendment to the agreement has been requested and drafted with the intent of mitigating disturbance to wetland areas.
The intent of the project is to provide energy resources that have minimal impact on the environment; moving forward with this amendment, it is in keeping with that goal of minimal impact on the environment.
It is my recommendation that the Council adopt Resolution 2020-62 Adopting the second amendment and estoppel agreement with Hart Solar
Lynne

RESOLUTION 2020-62
Hart City Council
City of Hart, Michigan

Adopt second amendment and estoppel agreement with Hart Solar

WHEREAS; the City has been working with Hart Solar on a large scale clean energy project for construction in Oceana County; and

WHEREAS; the previous agreements have been drafted and approved regarding the size, placement and details related to necessary easements for the collector system and equipment ; and

WHEREAS; due to efforts to mitigate wetlands disturbances during the construction and ongoing operation of the solar project a second amendment and estoppel agreement has been drafted;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Adops the second amendment and estopple agreement with Hart Solar and authorizes the City Manager to sign the necessary documents.

Moved by Mr. Splane, supported by Mr. LaFever and thereafter adopted by the Hart City Council at a regular council meeting held on Oct. 27, 2020.
Ayes: 7 Nays: 0 Absent: 0

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.

Cheri Eisenlohr, Dep. City Clerk

Memo
To: Mayor and Council
From: Lynne Ladner
Date: 10/23/20
Re: Industrial Park Development

Greetings,
The City has been approached by an electronics manufacturing company interested in purchasing the remaining two lots in the Hart Industrial Park. The project has been reviewed by the Finance and Personnel committee, and the committee is recommending proceeding with drafting a development agreement for the project with proposed incentives which include waiving water and sewer tap fees, waiving site development costs incurred by the City and the purchase and installation of the necessary Energy department infrastructure to service the project in return for compensation similar as has been provided before by parties purchasing in the park of $2,500 per lot for a total of $5,000. A final development agreement will be drafted and presented to the Council for approval
It is my recommendation that the Council adopt Resolution 2020-63 Accepting the recommendation from the Finance Committee and Authorize the City Manager to complete negotiations for the sale of Hart Industrial Park parcel number 020-390-012-00 and present the final agreement for approval of the City Council
Lynne

RESOLUTION 2020-63
Hart City Council
City of Hart, Michigan

Accept recommendation from Finance Committee and Authorize City Manager to complete negotiations for sale of Hart Industrial Park parcel number 020-390-012-00

WHEREAS; the City has been approached by an electronics manufacturing company interested in purchasing the remaining two lots in the Hart Industrial Park; and

WHEREAS; the project has been reviewed by the Finance and Personnel committee and the committee is recommending proceeding with drafting a development agreement for the project with proposed incentives which include waiving water and sewer tap fees, waiving site development costs incurred by the City and the purchase and installation of the necessary Energy department infrastructure to service the project in return for compensation similar as has been provided before by parties purchasing in the park of $2,500 per lot for a total of $5,000; and

WHEREAS; a final development agreement will be drafted and presented to the Council for approval;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Accept recommendation from Finance Committee and Authorize City Manager to complete negotiations for sale of Hart Industrial Park parcel number 020-390-012-00 and present the final agreement for approval of the City Council

Moved by Mr. Splane, supported by Mr. Hegedus and thereafter adopted by the Hart City Council at a regular council meeting held on Oct. 27, 2020.

Ayes: 7 Nays: 0 Absent: 0

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.

Cheri Eisenlohr, Dep. City Clerk

Memo
To: Mayor and Council
From: Lynne Ladner
Date: 10/23/20
Re: PN EDA funding app proposal

Greetings,
The City has approved three engineering companies as qualified to assist the City with funding applications for projects where a request for federal funding assistance is to be completed, and specific projects are more time-sensitive than others due to the availability of funding associated with the CARES Act. Prein Newhof has assisted the City with the completion of preliminary information for nearly $9,000,000 in Wastewater improvements tied to economic development and business expansion projects in the community and due to the limited time to apply for these funds, which are being offered at up to 80% grant which would be approximately $7,200,000 in federal grant funding and the historical knowledge of the issues, City infrastructure it is judged to be prudent to contract with Prein Newhof for these Wastewater projects
It is my recommendation that the Council adopts Resolution 2020-64 Accepting the proposal from Prein Newhoff to assist the City with the submission of the application for funding to the US Economic Development Administration (EDA) at the cost of $7,300 to include a preliminary engineering report, environmental report and assistance with the application form.
Lynne

RESOLUTION 2020-64
Hart City Council
City of Hart, Michigan

Resolution 2020 – 64 Accept Prein Newhof proposal for EDA project funding applications

WHEREAS; the City has approved three engineering companies as qualified to assist the City with funding applications for projects where a request for federal funding assistance is to be completed; and

WHEREAS; specific projects are more time sensitive than others due to the availability of funding associated with the CARES Act; and

WHEREAS; Prein Newhof has assisted the City with the completion of preliminary information for nearly $9,000,000 in Wastewater improvements tied to economic development and business expansion projects in the community; and

WHEREAS; due to the limited time to apply for these funds which are being offered at up to 80% grant which would be approximately $7,200,000 in federal grant funding and the historical knowledge of the issues, City infrastructure it is judged to be prudent to contract with Prein Newhof for these Wastewater projects;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Accept the proposal from Prein Newhoff to assist the City with the submission of the application for funding to the US Economic Development Administration (EDA) at a cost of $7,300 to include preliminary engineering report, environmental report and assistance with the application form.

Moved by Frontiera, supported by Ms. Platt and thereafter adopted by the Hart City Council at a regular council meeting held on Oct. 27, 2020.
Ayes: 7 Nays: 0 Absent: 0

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.

Cheri Eisenlohr, Dep. City Clerk

Memo
To: Mayor and Council
From: Lynne Ladner

Date: 10/23/20
Re: Policies and Procedures for Remote and Hybrid Meeting

Greetings, The State of Michigan has enacted PA 228 of 2020 to amend the Open Meetings Act to permit Remote and Hybrid Public Meetings in response to the COVID pandemic, and with the adoption of the act, it is in the best interest of the City to adopt policies and procedures that aline with the act and clearly spell out how public meetings, interactions and attendance will be conducted under the requirements of PA 228 of 2020;
It is my recommendation that the Council adopt Resolution 2020-65 Adopting Policies and Procedures for Remote and Hybrid Public Meetings per PA 228 of 2020
Lynne

RESOLUTION 2020-65
Hart City Council
City of Hart, Michigan

Adopt Policies and Procedures for Remote and Hybrid Public Meetings per PA 228 of 2020

WHEREAS; PA 228 of 2020 has been enacted by the State of Michigan to amend the Open Meetings Act to permit Remote and Hybrid Public Meetings in response to the COVID pandemic; and

WHEREAS; with the adoption of the act it is in the best interest of the City to adopt policies and procedures that aline with the act and clearly spell out how public meetings, interactions and attendance will be conducted under the requirements of PA 228 of 2020;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Adopt Resolution 2020-65 Policies and Procedures for Remote and Hybrid Public Meetings per PA 228 of 2020

Moved by Ms. Burillo, supported by Ms. Platt and thereafter adopted by the Hart City Council at a regular council meeting held on Oct. 27, 2020.
Ayes: 7 Nays: 0 Absent: 0
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.

Cheri Eisenlohr, Dep. City Clerk

Discussion: It was decided to remove item 2C from the final policy.

City of Hart Policies and Procedures

Remote and Hybrid meetings

1) PA 228 of 2020 amended section 3 (MCL 15.263) of PA 267 of 1976 (amended previously by PA 485 of 2018) and added a section 3a, allowing for the following:
   a) An allowance for members of the public body to attend a meeting of the public body electronically under certain terms and conditions as set forth in this plan
   b) A requirement that members of the public and media attend a meeting of the public body electronically under certain terms and conditions as set forth in this plan
2) Through December 31, 2020, in accordance with PA 228 of 2020, the City of Hart provides that:
   a) Any member of an elected or appointed board can choose to attend a meeting of that board electronically for any reason
   b) All members of elected or appointed boards may be required to attend meetings of those boards electronically by vote of the City Council
   c) **All members of the media and public wishing to attend a meeting of any of the City's elected or appointed boards, must do so electronically**
3) Further, between January 1, 2021 and December 31, 2021, the City of Hart provides that:
   a) Any member of an elected or appointed board can choose to attend a meeting of that board electronically due to military duty, a medical condition, or a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or a local official or local governing body that would risk the personal health or safety of members of the public or the public body if the meeting were held in person
   b) Upon a vote requiring such by the City Council, all members of an elected or appointed board may be required to attend a meeting of that board electronically if a statewide or local state of emergency or state of disaster is declared pursuant to law or charter by the governor or a local official or local governing body that would risk the personal health or safety of members of the public or the public body if the meeting were held in person

c) Upon a vote requiring such by the City Council, all members of the media and public wishing to attend a meeting of any of the City's elected or appointed boards must do so electronically if a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or a local official or local governing body that would risk the personal health or safety of members of the public or the public body if the meeting were held in person

4) A meeting of a public body held electronically must be conducted in a manner that permits 2-way communication so that members of the public body can hear and be heard by other members of the public body, and so that public participants can hear members of the public body and can be heard by members of the public body and other participants during a public comment period

5) If any component of a meeting of a public body is conducted electronically as described in sections 2 and 3, the following must occur at the meeting and be reflected in the meeting minutes:
   a) Prior to roll call, the person chairing the meeting will explain the electronic components of the meeting and the purpose behind them
   b) During roll call, a public announcement by a member of the public body attending the meeting electronically that he/she is attending remotely and the county, City, village, or township from which he/she is attending the meeting

6) A notice of all meetings that include electronic components as described in sections 2 and 3 of this policy shall be posted on the Public Notices and Public Hearings page of the City's web site not less than 18 hours before the meeting begins. Such notice shall include:
   a) The agenda for the meeting prior to any amendments that may be made at the meeting
   b) The reason for the electronic component to the meeting
   c) How members of the public may participate in the meeting electronically
   d) How members of the public can contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting
   e) How persons with disabilities may participate in the meeting

7) A public body shall not, as a condition of participating in an electronic meeting of the public body, require a person to register or otherwise provide his or her name or other information to attend the meeting, other than mechanisms established and required by the public body necessary to permit the person to participate in a public comment period of the meeting

8) Members of the general public otherwise participating in a meeting with electronic components are to be excluded from participation in a closed session of the public body

SPECIAL EVENTS PERMIT:

- None

DISCUSSION ITEMS:

- Re: FEMA CARES ACT grants and utility fees review (Taken from 10/13/2020 meeting)

Greetings,
I have been approached by AZAVAR with proposals for two separate assistance projects. The first is a proposal to help identify specific FEMA CARES ACT grants that the City is eligible, assistance with the application process and if successful to manage the grant process and closeout.
The second proposal is to complete an audit of our franchise utility fee revenue and if discrepancies are discovered between received and owed fees assist the City with collection and update of records.
Lynne

- AZAVAR has come back with a new offer for conducting the audits; they have reduced their fee down to 39% of collected amounts.
  - The City Council would like the City Manager to counter offer it down to 35% but up to their offered amount of 39%.
    - Mr. La Fever made a motion to authorize the City Manager to counter the offer at 35%, not to exceed their proposed amount of 39%, supported by Mr. Splane, all ayes, the motion carried.

CITY MANAGER'S REPORT:

- Ms. Ladner has been working with Scott Beal, Chamber Director and Nichole Steel, HEART Director, regarding the Christmas Parade.
  - Ms. Ladner has conferred with the City's insurance carrier to determine if the City would be liable in the event of a COVID-19 outbreak coming from the event.

- The carrier stated an exemption clause regarding viruses is in the policy and that they could not advise whether or not the City should hold the event but reiterated the need to follow existing, established COVID-19 protocols if the event takes place.
- The City Council determined that the Chamber would be responsible for supplying the necessary signage, and the City would mark out the 6' spacing along the sidewalks.
- A logistics meeting would be needed with the Police and DPW Departments.

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mr. La Fever expressed his displeasure at the determination that removed his name from the Mayoral ballot due to being in default to the City (August 11, 2020 meeting). He felt that the City Clerk did not correctly notify him, as stated in the City Charter.
  - Ms. Ladner advised him that the late notices he received constitute notification.
  - Other board members felt that it could have been handled better at the August meeting as well.
  - Ms. Burillo stated that she did not receive a Charter copy when becoming a Councilperson and that she was looking forward to the new Council member training that the City Manager would be providing after the election on November 3, 2020.
  - Ms. Ladner stated that she was working on a handbook for Council members.

ADJOURN:

There being no further business to come before the Council, the meeting adjourned at 8:54 pm upon a motion by Mr. Hegedus and supported by Mr. La Fever. The next regularly scheduled meeting will be on November 10, 2020, at 7:30 pm, in the Hart Community Center.

Respectfully Submitted

Cheri Eisenlohr

Cheri Eisenlohr
Deputy 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: November 10th, 2020

RECENT EVENTS

From Tuesday, October 22nd, 2020, through Wednesday, November 4th, 2020, the Hart Police Department received 116 complaints ranging from Well-Being Checks, Suspicious Situations, Medical Assists, Larcenies, Assist to Other Agencies, Found Property, Vehicle Violations, Retail Frauds, Family Troubles, Domestic Assaults, Malicious Destruction of Properties, Alarms, Assault & Batteries, Property Damage Crashes, Missing Persons, Animal Complaints and Mental Health Complaints

On Friday, October 23rd, 2020, the Hart Police Department initiated a traffic stop on a vehicle on East Main Street near State Street, referencing a vehicle violation. A 46-year-old Muskegon man was cited for Operating a Motor Vehicle without a License. While conducting an inventory search of the vehicle, a crystal-like substance, suspected Crystal Meth, was located within the vehicle. The crystal-like substance will be submitted to the Michigan State Police Crime Lab for further analysis. An investigation is ongoing.

On Sunday, October 25th, 2020, the Hart Police Department was dispatched to the 200 block of Church Street regarding a Domestic Assault. A juvenile child within the home contacted Mason/Oceana Central Dispatch stating his parents, a 40-year-old Hart woman and 34-year-old Hart man, were arguing and an assault had occurred. An investigation was conducted within this matter. The parties interviewed were separated for the remainder of the day. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Sunday, October 25th, 2020, the Hart Police Department was dispatched to the 2000 block of Comfort Drive about a Domestic Assault. It was reported, a 35-year-old Battle Creek man and 30-year-old Battle Creek woman were causing a disturbance at a local business within the City of Hart. It was later reported, the man was seen choking the woman before departing the area. All parties were located and interviewed, referencing this complaint. All parties interviewed denied that an assault occurred, and no visible injuries were noted on the woman. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Sunday, October 25th, 2020, the Hart Police Department initiated a traffic stop on a vehicle on Oceana Drive near Starhill Road regarding a reckless driving complaint. A 31-year-old Grand Rapids man was arrested and lodged at the Oceana County Jail for Operating a Motor Vehicle While Intoxicated (Alcohol). During the arrest, the man would not follow the officer's commands and continued to pull away from the officers. The man was taken into custody without incident. A report will be submitted to the Oceana County Prosecutor's Office, referencing Resisting & Opposing.

On Tuesday, October 27th, 2020, the Hart Police Department was dispatched to the 300 block of Johnson Street about an Assault & Battery. A 24-year-old Walkerville woman alleges a 40-year-old Shelby woman had entered a home on Johnson Street and assaulted her by striking the woman three (3) times with a closed fist in the face area. The Shelby woman was interviewed and denied assaulting the Walkerville woman. A report will be submitted to the Oceana County Prosecutor's Office.

On Thursday, October 29th, 2020, the Hart Police Department was dispatched to Wood Street's 100 block referencing a Larceny complaint. A 53-year-old Hart woman reported her utility trailer had been stolen from her home since Friday, October 9th, 2020. An investigation is ongoing.

On Friday, October 30th, 2020, the Hart Police Department was dispatched to the 400 block of Union Street regarding a Domestic Assault. A 64-year-old Hart woman reported a 41-year-old Hart man, who is the woman's roommate, was upset due to the woman having another man at the home. An argument erupted between the man and woman, but no assault had occurred. The man and woman were then separated. While officers were still on scene, the man had returned to the home and was noted removing the woman's cane from her person and striking the woman with the cane. The man was arrested and lodged at the Oceana County Jail for Domestic Assault.

Respectfully,

J. Salazar,
Chief of Police

Heart Economic and Redevelopment Team
49 W State Street
Hart, MI 49420
231.301.8449

DIRECTOR'S REPORT

NOVEMBER 10, 2020

EVENTS

- 11.21.20 | 9am – Oceana County **Gift Card Give Back Round Two** sales open - $28,500 impact
- 11.28.20 | **Small Business Saturday**
- 12.05.20 | **Thrift Crawl** @ 6 stops in Hart
- 12.08.20 | 9am **Virtual Coffee Hour** w/ local merchants
- 11.27.20 | *NEW - **Letters to Santa mailbox** at Hart Commons
- **Holiday Home & Storefront Decorating Contest**

PROJECTS

- Hart Signage, Display Boards and branding #takemetohart (ongoing)
- Shop Oceana Video LAUNCHED Monday encouraging residents to "check here first". Within 4 days, the video reached with 31,758 people had 5,652 views and 271 shares!! Made possible by the generous sponsorship of Peterson Farms.
- New Downtown Banners have been ordered featuring Hart attractions!
- New Hart Economic Development website (ongoing).

UPDATES

- Attended the Michigan Downtown Association's two-day Annual Conference.
- Working to develop re-imagined plans for continuing the development of The Creeks subdivision.

Respectfully Submitted,

Nichole Steel
Economic & Community Development Director

HART CEMETERY COMMISSION

Meeting Minutes

October 19, 2020

The meeting to order by Jay McGhan at 7:00 p.m. at the Hart Township Hall at 3437 West Polk Road.
Members Present: Urick, Hegedus, McGhan, Veurink, & Moul 7 audience members

Minutes from Last Meeting: The minutes from July 20, 2020 meeting were reviewed. Hegedus made a motion to approve and seconded by Urick. All ayes, passed.

Financial Report:
A) As of September 30, 2020 the checking account has a balance of $94,090.29
B) As of September 30, 2020 the savings account has a balance of $72,492.81
C) As of September 30, 2020 the certificate balance was $52,426.47 (matures 01-22-2021
D) As of September 30, 2020 the Certificate balance was $50,379.88 (matures 10-30-2020)

Hegedus made a motion to let the CD renew on 10-30-20 and accept the financial report seconded by Urick All ayes, passed.

John Wilson (Safe Route to School lead) & Claudia Ressel-Hodan (Chair) came in to discuss the Pentwater/Hart Trail. The Safe Route to School project that will go by the Cemetery from 72nd. Ave. down Tyler to Plum, to the Hart School entrance. The trail will exit on Johnson and join Hart/Montague Trail. The Cemetery sidewalk project that was approved 2-3 years ago and was finally started. The Township was contacted and asked to stop the work that Hallack was in the process of doing. The safe route to school project studies have been done and would require a 10' path. This is a mutual effort on all sides. 1.4 mil grant is applied for but some donations can be used for this project.
Moul made a motion to hold off and pay contractors for work already started seconded by McGhan, all ayes, passed.

The board decided to look at the proposal before resuming work on sidewalk. Roll call vote Hegedus, yes, McGhan, yes, Urick, yes, Moul, yes, Veurink, yes. They will email proposal for further Approval.

Sexton's Report: 1) The Cemetery has had 27 burials, 10 full burials and 17 cremations so far this year. 15 more cremations are scheduled. 2**)** Tami has the South Hart Cemetery site plan done. 3) Andy has a map of a memorial wall project that we should consider.

Old Business: 1) Quote for backflow prevention device inside fence from Campbell Plumbing & Mechanical for $8,995.00. McGhan signed the estimate for them to start.

New Business:

Adjourn: A motion for the meeting to adjourn was made by Moul Supported by Hegedus All ayes. Meeting adjourned at 7:45 p.m.

Next Meeting is for the budget November 16, 2020

Respectfully Submitted,

Barbie L. Goss, Sec./Treasurer

CITY OF HART
407 S. STATE ST.
HART, MI 49420
Hart Economic and Redevelopment Team (H.E.A.R.T.)
October 21, 2020
MINUTES – DRAFT

Members Present via Zoom or in-person:

- Rob Splane, Jake Tufts, Scott Beal, Vicki Platt, and Tracey Lipps

Members absent: Brandi Bruch, Rob Splane, Brandon Bruce

Others present:

- City Manager – Lynne Ladner, Community and Economic Development Director – Nichole Steel, Deputy City Clerk – Cheri Eisenlohr, Historic District Manager – Russ Robbins, Heritage Preservation President – Leigh Furgason, business owner – George Sadler.

Call to Order:

- Vice President Tufts called the meeting to order at 4:00 pm. Rollcall was then taken.

Public Comments:

- Mr. Sadler was concerned about the detours on Polk Road due to the installation of a new culvert. Detour directions were not clearly given via Google Maps. In conversations with the DOT and road commission, Mr. Beal stated that they would not list 64th Avenue as a detour route as they did not want big trucks on the road.

Action Items:

- Approval of the September 16, 2020, regular meeting minutes
    - Mr. Beal moved to approve the minutes as written, supported by Ms. Platt, all ayes, the motion carried.
- Fall Gift Card Incentive Program Allocation
    - Discussion about doing a third round of gift cards as there is a $4,000.00 balance still available from the anonymous donor.
        - Ms. Platt moved that a third round of the gift card program be approved, supported by Mr. Beal, all ayes, the motion carried.

Executive Director's Report:

- Ms. Steel went over the highlights of her written report.
    - Mr. Beal would like it if all board members would "dial" into the virtual meetings.
    - Ms. Ladner recently heard praise for Ms. Steel and the HEART program.

Updates/Discussion Items:

- City of Hart Signage
    - Ms. Steel prefers the lower profile type of signage. Five would be needed for placement in the City's parks.
    - A brochure holder with a business directory could be placed with each sign.
- Countdown to Christmas Schedule
    - More information is needed for the possibility of an "adopt" a family program.
- Ambassador/HEART Action Team
    - Ms. Steel is looking for members to be on this team.
- Hart Township Passed ORV Ordinance
    - A map needs to be created that shows where ORV's are allowed or not allowed.
- Shop Local Video
    - The production of the video is in progress.

- 2021 Events
    - It was decided to have a separate meeting to cover this item.
- 2021 Membership/Sponsorship Packages/HEART income discussion
    - Which would the board prefer – Memberships or Sponsorships?
        - To be discussed further.

Board Member Comments:

- Ms. Lipps reminded the board that there was a deadline of January 15, 2021, to apply for a grant for the MOC events.
    - Ms. Ladner did not know if the City would qualify for the MCACA grant as they usually award it to "new" applicants.
    - It was suggested to look for sponsors for the concerts if the grant is now awarded.
    - Professional contracts need to be drawn up and used going into 2021.
- Mr. Tufts advised the board that he would be unavailable for meetings from November 6, 2020, until January 2021 for his National Guard duties.
- Ms. Steel thanked various board members for their services.

Adjournment:

- Ms. Platt made a motion to adjourn the meeting at 5:03 pm, supported by Ms. Lipps, all ayes, the motion carried, and the meeting adjourned.

The next regularly scheduled meeting is on Wednesday, November 18, 2020, at 4:00 pm.

Respectfully Submitted,

Cheri Rosendahl

Deputy City Clerk
City of Hart

Payables Date: 11/10/2020	Description	Total	General +	DPW	Energy	BPTF	Water
Adams, Matt	Phone Reimbursement	$ 35.00		$ 35.00			
Allshred Services	City Hall Recycling	$ 44.35	$ 44.35				
Anderson, Shawn	Phone Reimbursement	$ 35.00	$ 35.00				
Brickley DeLong	Accounting Assistance	$ 730.00	$ 182.50		$ 182.50	$ 182.50	$ 182.50
Brimmer, Linda	Election Worker	$ 78.75	$ 78.75				
Campbell's Plumbing	Backflow Prevention	$ 800.00	$ 80.00	$ 80.00	$ 240.00	$ 320.00	$ 80.00
Ceres	15W40 Oil	$ 456.50			$ 456.50		
Ceres	15W40 Oil	$ 913.00		$ 913.00			
Charter	HEART	$ 169.47	$ 169.47				
Charter	Historic District	$ 50.73	$ 50.73				
City of Hart	Utilities	$ 41,408.61	$ 603.16	$ 1,097.16	$ 1,348.60	$ 33,800.48	$ 4,559.21
Cunningham, Alice	Election Worker	$ 235.00	$ 235.00				
Dacott	September, 2020 Purchase Report	$ 650.00			$ 650.00		
Dave's Party Store	Fuel	$ 1,360.42	$ 620.84	$ 447.44	$ 259.61	$ 32.53	
DTE	Natural Gas	$ 156.42			$ 156.42		
DuBois-Cooper	Parts/Supplies	$ 3,125.00				$ 3,125.00	
Eisenlohr, Cheri	Office Supplies - Reimbursement	$ 41.49	$ 41.49				
Eisenlohr, Mike	Phone Reimbursement	$ 35.00		$ 35.00			
Fish Window Svc.	HEART Window Cleaning	$ 12.00	$ 12.00				
Forner, Gayle	HEART Rent	$ 400.00	$ 400.00				
Foster, Helen	Election Worker	$ 133.88	$ 133.88				
Foster, Linda	Election Worker	$ 78.75	$ 78.75				
Freed Mgmt	Pmt 15 JGP Managers	$ 3,570.00	$ 3,570.00				
Frontier	Diesel Plant	$ 190.11			$ 190.11		
Gebhart, Marilyn	Election Worker	$ 76.13	$ 76.13				
Goldberg, Gale	Election Worker	$ 147.00	$ 147.00				
Gowell, Nate	Phone Reimbursement	$ 35.00			$ 35.00		
Gracon	Office 365 Subscription	$ 36.00	$ 36.00				
Hart Auto Parts	Auto Parts/Supplies	$ 423.53	$ 22.16	$ 392.04		$ 9.33	
Hart Cemetery	Summer Taxes	$ 37.50	$ 37.50				
Huizing, Maureen	Election Worker	$ 107.63	$ 107.63				
Huntington Credit Card	Various Purchases	$ 1,863.11	$ 1,719.00		$ 144.11		
HydroCorp	Cross Connection Control	$ 750.00					$ 750.00
Ingalls, Joe	Phone Reimbursement	$ 35.00	$ 35.00				
Jons to Go	Portable Restrooms	$ 222.00			$ 222.00		
Kennedy Industries	Field Service @ WWTP	$ 1,882.30				$ 1,882.30	
Kies, Chris	Phone Reimbursement	$ 35.00				$ 35.00	
Klotz Auto Parts	Auto Parts/Supplies	$ 920.09		$ 836.53	$ 83.56		
Ladner, Lynne	Monthly Car Allowance	$ 300.00	$ 300.00				
LARA	LIEAF Program	$ 980.98			$ 980.98		
Lighthouse Car Care	Oil Changes - Police	$ 80.00	$ 80.00				
Ludington Daily News	HEART Advertising	$ 50.75	$ 50.75				
Ludington Daily News	Advertising Utility Clerk	$ 216.36	$ 216.36				
Malarney, Nancy	Election Worker	$ 428.88	$ 428.88				
Mantyck, Liz	Phone Reimbursement	$ 35.00	$ 35.00				
Medler Electric	Parts/Supplies	$ 10.46			$ 10.46		
Michigan Municipal League	CDL Consortium Drivers Fee	$ 900.00		$ 300.00	$ 300.00	$ 300.00	
Miracle Recreation	Parts for Heritage Park	$ 388.00			$ 388.00		
Model Coverall Svc	Uniforms/Rags/Rugs	$ 607.45	$ 136.58	$ 178.12	$ 87.88	$ 204.87	
MPPA	Purchased Power	$ 15,890.82			$ 15,890.82		
NYE Uniform	Uniforms/Accessories - Police	$ 395.00	$ 395.00				
Oceana County Admin.	Assessing Svcs - Dec, Jan, Feb	$ 8,160.00	$ 8,160.00				
OHM	State St. Bridge Inspection	$ 380.00	$ 380.00				
Pixel Grafix	Office Forms	$ 129.71	$ 129.71				
Power Line Supply	Parts/Supplies	$ 48.00			$ 48.00		
Power Line Supply	Parts/Supplies	$ 29.56			$ 29.56		
Power Line Supply	Parts/Supplies	$ 47.34			$ 47.34		
Power Line Supply	Parts/Supplies	$ 277.98			$ 277.98		
Power Line Supply	Parts/Supplies	$ 805.00			$ 805.00		
Pranger Property Mgmt	City Hall Cleaning Services	$ 168.00	$ 168.00				

--OVER--

Payables Date: 11/10/2020	Description	Total	General +	DPW	Energy	BPTF	Water
Praxair	Cylinder Rental	$ 39.45		$ 39.45			
Praxair	Cylinder Rental	$ 52.29			$ 52.29		
Quill	Note Pads	$ 75.90	$ 75.90				
Quill	Hand Soap, Stales	$ 46.96	$ 46.96				
Quill	DVD's & Cases	$ 97.97	$ 97.97				
Republic Services	Monthly Garbage Service	$ 16,490.31		$ 16,490.31			
Republic Services	Starting Block Garbage Svc	$ 178.85			$ 178.85		
Republic Services	Overages - City Hall	$ 87.70	$ 87.70				
Ricoh	Copy Fees	$ 128.26	$ 128.26				
Riggs, Jason	Phone Reimbursement	$ 35.00		$ 35.00			
Rotary Club of Hart	Quarterly Dues - N. Steel	$ 50.00	$ 50.00				
Salazar, Juan	Phone Reimbursement	$ 35.00	$ 35.00				
Schad, Tina	Election Worker	$ 141.75	$ 141.75				
Schiller, Mike	Phone Reimbursement	$ 35.00			$ 35.00		
Skipski, Kevin	Phone Reimbursement	$ 35.00	$ 35.00				
Smith, Joan	Election Worker	$ 183.75	$ 183.75				
Steve's Auto	2008 Chevy Impala Repairs	$ 471.78	$ 471.78				
SyncWave	Internet Hosting	$ 468.14	$ 91.72	$ 87.18	$ 87.18	$ 202.06	
Trace Analytical	Water Testing	$ 1,176.20				$ 1,176.20	
Tri-Berry	Laced Rubber Belt	$ 88.00		$ 88.00			
USA Bluebook	Chemicals	$ 359.29				$ 359.29	
VanAgtmael, Scott	Phone Reimbursement	$ 35.00			$ 35.00		
VanZoeren, Andy	Phone Reimbursement	$ 35.00			$ 35.00		
Volpp, Janice	Election Worker	$ 247.25	$ 247.25				
White Lake Excavating	Screened Black Dirt	$ 991.41		$ 991.41			
Wittman, Peggy	Election Worker	$ 34.13	$ 34.13				
		$ -					
	Subtotal	**$ 113,228.45**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
HAND CHECKS/ACH							
Alerus - ACH	*City Share 401 Retirement*	$ 3,032.97	$ 3,032.97				
US Postmaster	Postage	$ 467.36			$ 303.78	$ 140.21	$ 23.37
Michigan Trails Mag.	JGP Advertising	$ 1,111.75	$ 1,111.75				
		$ -					
		$ -					
	TOTAL HAND CHECKS	**$ 4,612.08**	**$ 4,144.72**	**$ -**	**$ 303.78**	**$ 140.21**	**$ 23.37**
	Sub-Total Regular Bills/Hand Checks	***$ 117,840.53***	***$ 4,144.72***	***$ -***	***$ 303.78***	***$ 140.21***	***$ 23.37***
Gross Payroll	497	$ 58,296.76					
	Sub-Total	**$ 58,296.76**					
	GRAND TOTAL	***$ 176,137.29***	**$ 4,144.72**	**$ -**	**$ 303.78**	**$ 140.21**	**$ 23.37**

PAYROLL AMOUNTS					
10/29/20					
Pay 496		GROSS PAY	OVERTIME	ETO BUYBACK	BASE PAY
Employee Code	Dept.		PAY		
FULL-TIME					
DCC	Office	$1,595.21	$0.00	$0.00	$1,595.21
MGR.	Office	$3,640.80	$0.00	$0.00	$3,640.80
CC	Office	$2,018.41	$0.00	$0.00	$2,018.41
DCC	Office	$1,416.00	$0.00	$0.00	$1,416.00
PO	Police	$2,150.40	$0.00	$0.00	$2,150.40
PO	Police	$2,150.40	$0.00	$0.00	$2,150.40
PO	Police	$2,187.06	-$79.06	$0.00	$2,108.00
PC	Police	$2,524.80	$0.00	$0.00	$2,524.80
DS	Police	$2,773.80	-$621.00	$0.00	$2,152.80
DPW1	DPW	$2,219.36	$0.00	$0.00	$2,219.36
DPW2	DPW	$2,251.36	$0.00	$0.00	$2,251.36
DPW3	DPW	$2,051.20	$0.00	$0.00	$2,051.20
DPWS	DPW	$2,436.00	$0.00	$0.00	$2,436.00
BIOS	WW	$2,886.40	$0.00	$0.00	$2,886.40
BIOS	WW	$2,389.60	-$372.00	$0.00	$2,017.60
BIOS	WW	$2,429.39	-$173.07	$0.00	$2,256.32
ENERGY1	Energy	$3,776.92	-$241.08	$0.00	$3,535.84
ENERGY2	Energy	$3,844.36	-$241.08	$0.00	$3,603.28
ENERGYS	Energy	$3,860.01	$0.00	$0.00	$3,860.01
ENERGY3	Energy	$3,137.29	-$317.28	$0.00	$2,820.01
ENERGY4	Energy	$2,578.56	-$208.72	$0.00	$2,369.84
DIR.	HD	$1,971.20	$0.00	$0.00	$1,971.20
TOTAL		**$56,288.53**	**-$2,253.29**	**$0.00**	**$54,035.24**
COUNCIL					
CC1		$0.00	$0.00	$0.00	$0.00
CC2		$0.00	$0.00	$0.00	$0.00
CC3		$0.00	$0.00	$0.00	$0.00
CC4		$0.00	$0.00	$0.00	$0.00
CC5		$0.00	$0.00	$0.00	$0.00
CC6		$0.00	$0.00	$0.00	$0.00
CC7		$0.00	$0.00	$0.00	$0.00
TOTAL		**$0.00**	**$0.00**	**$0.00**	**$0.00**
PART-TIME					
MGR.	HHD	$127.60	$0.00	$0.00	$127.60
EW	Office	$435.63	$0.00	$0.00	$435.63
DPW	DPW-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$315.00	$0.00	$0.00	$315.00
PPO	POL-PT	$500.00	$0.00	$0.00	$500.00
PPO	POL-PT	$630.00	$0.00	$0.00	$630.00
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
TOTAL		**$2,008.23**	**$0.00**	**$0.00**	**$2,008.23**
TOTAL PAYROLL		**$58,296.76**	**-$2,253.29**	**$0.00**	**$56,043.47**

11/06/2020

Employee Hours and Gross by GL Number Report
For Payroll ID: 108
For Selected Pay Code(s): 15X, 2X

Pay Code ID	Distribution	Ot Hours	OT Gross	Gross
23HYD - BIRKMAN, TERENCE L				
15X	580-537.300-702.900	4.00	241.08	241.08
	Employee Totals:	4.00	241.08	241.08
30HYD - GOWELL, NATHAN J				
15X	580-537.300-702.900	4.00	241.08	241.08
	Employee Totals:	4.00	241.08	241.08
19WWP - KIES, CHRISTOPHER A				
15X	590-527.100-702.900	6.50	245.90	245.90
2X	590-527.100-702.900	2.50	126.10	126.10
	Employee Totals:	9.00	372.00	372.00
46DPW - LLOYD, FRANKLIN J				
15X	590-527.100-702.902	4.50	173.07	173.07
	Employee Totals:	4.50	173.07	173.07
113HPD - MANTYCK, ELIZABETH A				
15X	101-301.000-702.900	2.00	79.06	79.06
	Employee Totals:	2.00	79.06	79.06
21HYD - VAN AGTMAEL, SCOTT A				
15X	580-537.300-702.900	6.00	317.28	317.28
	Employee Totals:	6.00	317.28	317.28
25HYD - VAN ZOEREN, ANDREW				
15X	590-527.100-702.900	2.50	101.00	101.00
2X	590-527.100-702.900	2.00	107.72	107.72
	Employee Totals:	4.50	208.72	208.72
Distribution Totals:				
	101-301.000-702.900	2.00	79.06	79.06
	580-537.300-702.900	14.00	799.44	799.44
	590-527.100-702.900	13.50	580.72	580.72
	590-527.100-702.902	4.50	173.07	173.07
	Grand Totals:	34.00	1,632.29	1,632.29

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 11/6/20
Re: Rezoning of 218 Washington from B-1 Central Business to A-1 Residential

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Ladies and Gentlemen,

The owners of 218 Washington approached the City requesting consideration for rezoning the property at 218 Washington from B-1 Central Business to A – Residential. The business that is currently occupying the structure is in the process of relocating to another building in the business district and as the structure and property have previously been used as a residential property and is adjacent to residential zoned properties following a public hearing at the November 5, 2020 Planning Commission meeting a recommendation was made by the Planning Commission to recommend the requested rezoning.

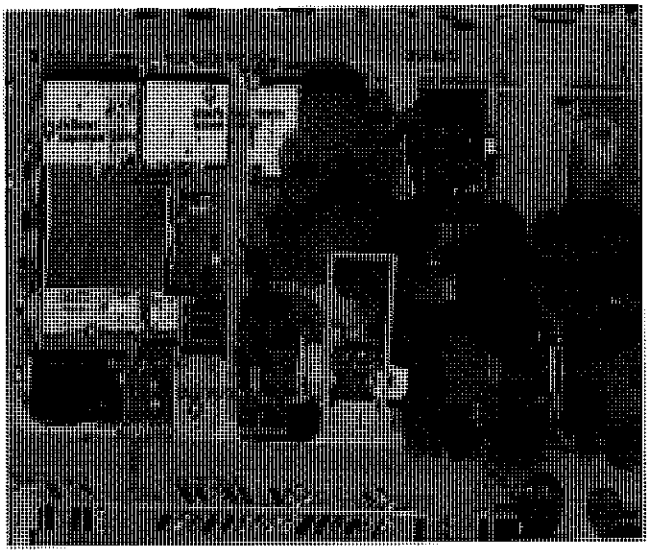
As the action of rezoning is completed by the enacting of an ordinance and adopting an ordinance requires two readings of the ordinance at separate meetings of the City Council no action is required of the Council at this time other than acknowledgement of the first reading and a discussion as to whether authorize the ordinance for a second reading without any changes or amendments.

Lynne

Memorandum

To:	**City of Hart Planning Commission**
Date:	**November 1, 2020 (November 5 meeting)**
From:	**David M. Jirousek, AICP – Horizon Community Planning**
RE:	**Sue Payne/OLTA Properties, LLC, 218 Washington: Rezoning Request**
Parcel:	**020-209-015-50**

Overview



The applicant requests a rezoning of the subject lot from the B-1 Central Business District to the A-Residential zoning district. The lot is 6,996 square feet in size.

Existing Conditions: A residential dwelling exists on the property that has been used for commercial office purposes, most recently, the Oceana Land Title Agency (Exhibit 1). A Zoning Map inset is included in Exhibit 2. Adjacent lands include:

- North: Commercial and residential uses (B-1 Central Business District).
- South (across Washington Street): Oceana County Building (B-1 Central Business District).
- East: Residential dwellings (A-Residential).
- West: Office use within a residential building (B-1 Central Business District).

Proposal: The tenant will be vacating the building, and the owner believes the subject site is better suited for residential purposes.

Considerations

While rezoning standards are not included in the Zoning Ordinance, I recommend that the following general factors are considered during the review of the request.

a. *Whether or not the proposed rezoning is consistent with the goals, policies and future land use map of the Master Plan; or, if conditions have changed significantly since the Master Plan was adopted, consistency with recent development trends in the area.*

   The Future Land Use Map designates the subject lot as Downtown Commercial/Mixed Use (DC/MU). The description of this category is as follows:

This land use designation encompasses the older, traditional commercial core of the City. Retail, service, and residential land uses are appropriate in this area. However, some additional land uses may be acceptable if they complement the downtown core and provide an activity that is not readily available. In traditional downtown fashion, non-residential land uses (primarily retail and services) should occupy store fronts, while residential and office land uses should be located on upper floors. Further development of this area based on the principles of the Hart Main Street program is highly encouraged.

The current B-1 zoning district corresponds to the DC/MU future land use designation, and B-1 zoning is consistent with the recommendations of the Master Plan. However, this lot is the last B-1 zoned property before the beginning of an area zoned A-Residential and before continued residential land use to the west. While the entire block to Hart Street is planned for DC/MU, only the western half is currently developed commercially.

In master planning processes, it is typical that a higher-level conceptual plan for future land use is adopted. When implementing zoning designations and changes, site-specific concerns, existing land use, and existing conditions are considered with more detail regarding the transition from a commercial business area to a residential area. In this case, it appears as the subject property lies at a natural breakpoint between commercial and residential uses.

A-Residential zoning could be appropriate for this lot if no other properties to the west or southwest are contemplated for commercial use. When assessing nearby land use and commercial potential, it appears that properties to the west and southwest are clearly located in an established residential area, and conversion to commercial uses may not be feasible or desirable by landowners.

It would be fair to consider other circumstances and present-day conditions instead of strict reliance on the Master Plan for this case. The subject parcel may be a more appropriate area to begin the A-Residential zone, rather than allowing future commercial uses to extend all the way east to Hart Street. However, the Planning Commission should discuss the future plan for the area.

b. *The proposed district and the uses allowed are compatible with the site's physical, geological, hydrological and other environmental features.*

Rezoning the parcel to A-Residential would have no discernible impact on the environmental resources of the City and natural features of the site. As compared to B-1, A-Residential is the least intense zoning district in the City's Zoning Ordinance as it relates to development potential.

c. *The potential uses allowed in the proposed zoning district shall also be compatible with surrounding uses in terms of land suitability, impacts on the community, density, potential influence on property values and traffic impacts.*

Residential use of the property would be compatible with the office uses to the west and south. Additionally, the structure located on the property is of residential construction. As

such, the building currently fits within the residential character of the eastern portion of the block. Converting the building would bring the structure back to its original use.

The primary compatibility issue is the pylon sign and concrete parking area in the front yard of the subject property. Ideally, these features would be removed, and the front yard should be landscaped to create a more compatible look and feel. If these features are not intended to be removed by the owner, the Planning Commission may not wish to recommend approval if a residential nature of the property will not be maintained.

d. *Whether, if rezoned, the site is capable of accommodating the uses allowed, considering existing or planned infrastructure including roads, sanitary sewers, storm sewer, water, sidewalks, and road lighting.*

Uses allowed under the A-Residential zoning district are not anticipated to place a significant additional burden on public infrastructure.

Recommendation

From an overall perspective, the A-Residential Zoning Map amendment request is reasonable and appropriate based on the considerations outlined in this report. However, while the building is residential in nature, the existing site improvements convey a commercial look and feel of the property. As such, the Planning Commission may wish to consider the following options:

1. Recommend approval of the A-Residential request; or
2. Postpone action until the applicant addresses concerns with the current commercial nature of the site.

The Planning Commission may also recommend denial. However, that would only be appropriate if it were determined that commercial redevelopment is appropriate all the way east to Hart Street. If there is a clear and strong vision to redevelop the entire block, residential zoning may impede the implementation of the plan.

Exhibit 1: Street View

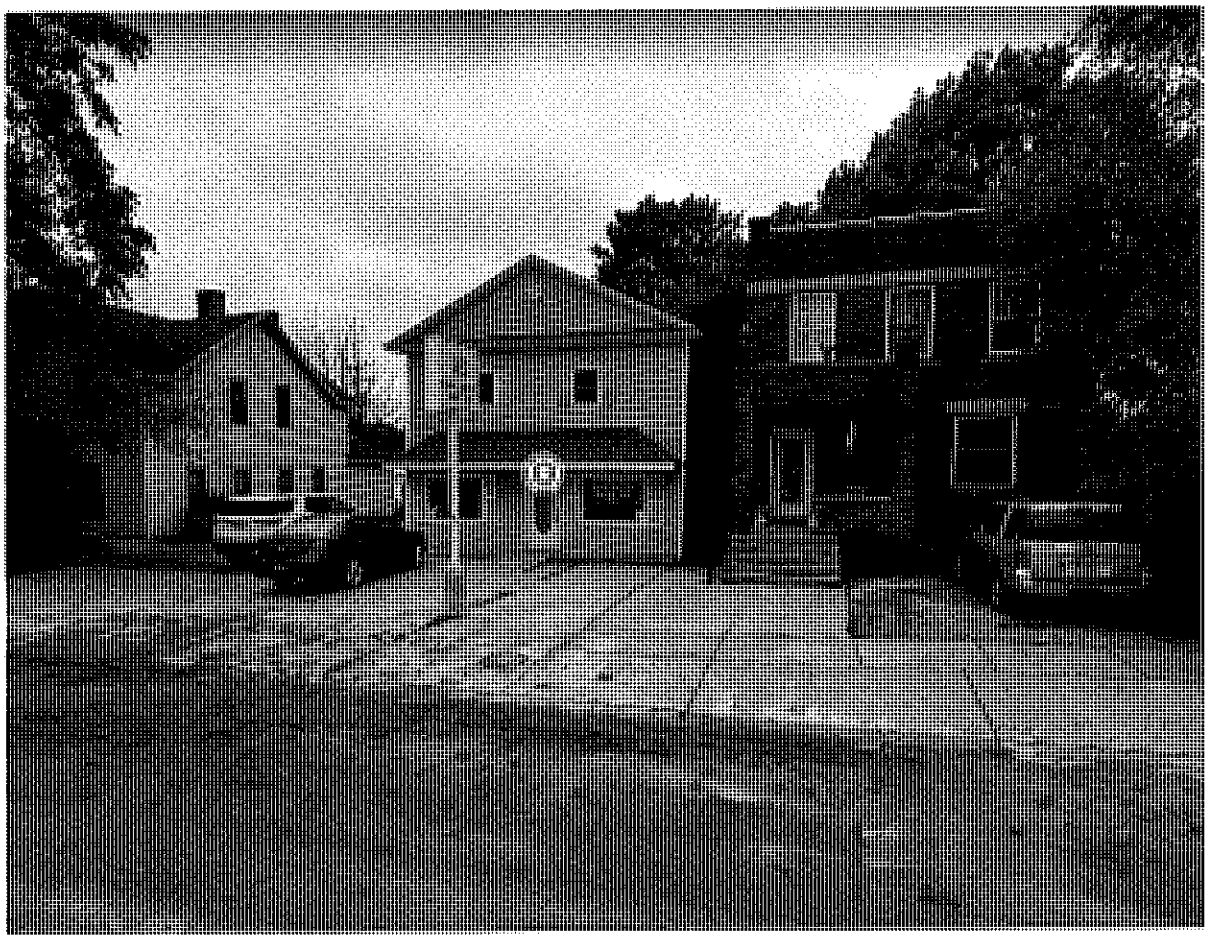


Exhibit 2: Zoning Map Inset

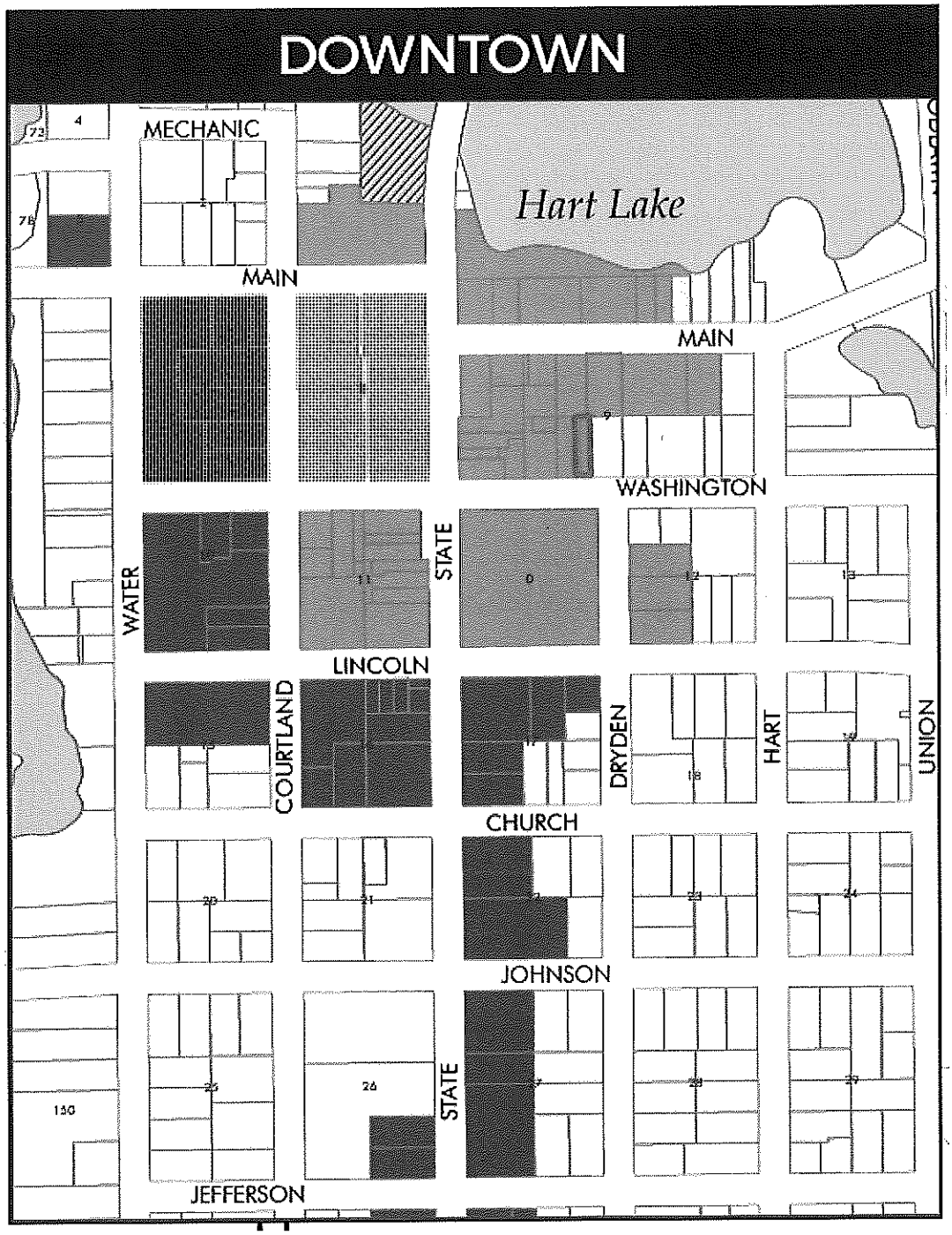
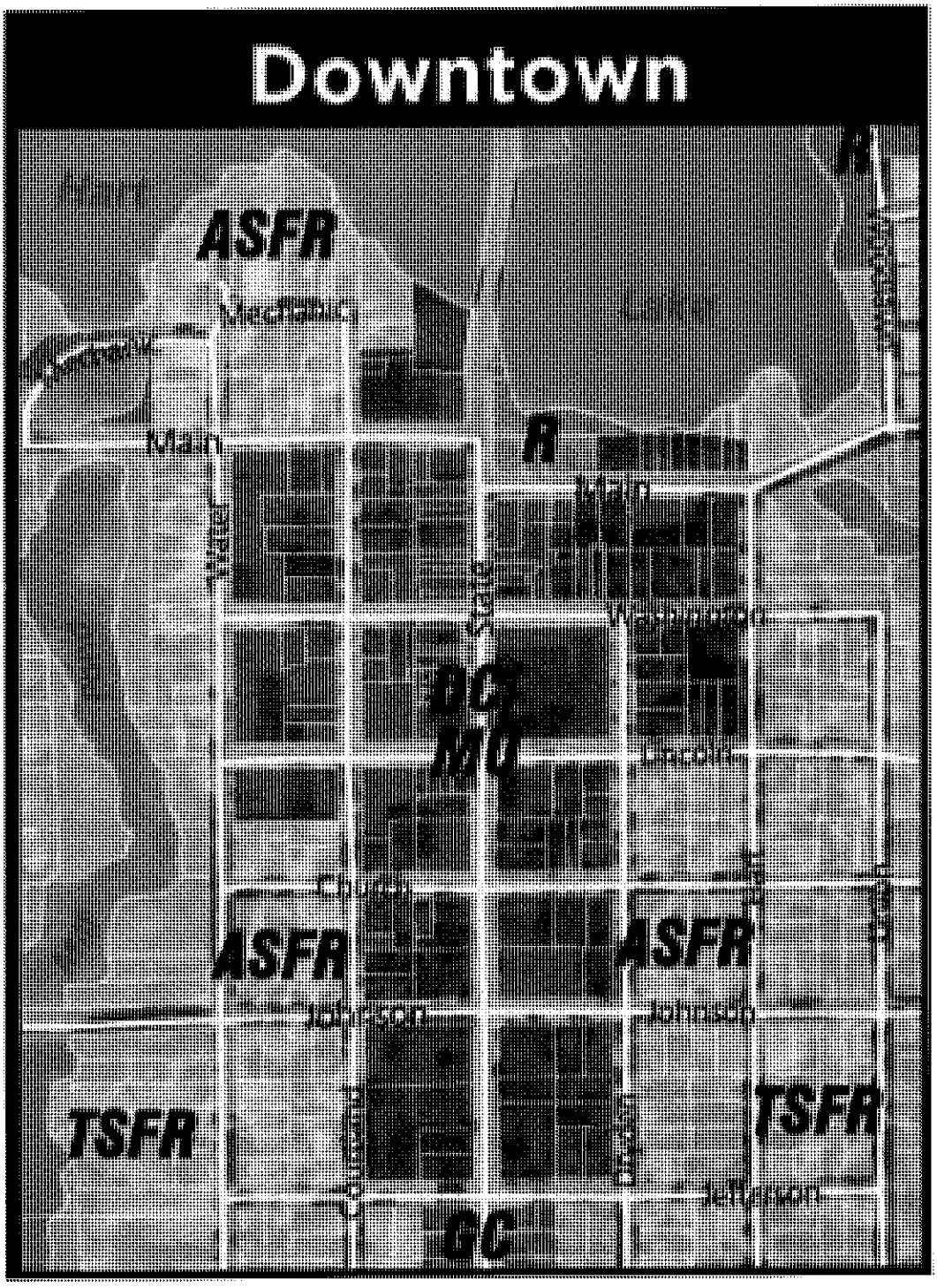


Exhibit 3: Future Land Use Map Inset



CITY OF HART
ORDINANCE NO. 2020-02

ZONING ORDINANCE MAP AMENDMENT

THE CITY OF HART ORDAINS:

A zoning map amendment rezoning one (1) parcel from the B-1 Central Business District to A-Residential for the following property:

Parcel # (020-209-015-50)

First Reading: **November 10, 2020**
Second Reading & Adoption:
Publication:
Effective Date:

STATE OF MICHIGAN)
) SS.
COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting City Clerk of the City of Hart, Oceana County, Michigan, do hereby certify that the foregoing Ordinance amendments and additions were adopted by City of Hart at a regular City Council meeting properly held on the 14th day of February, 2017; and that the meeting with held in compliance with notice provisions and all other requirements of Act 267 of the Public Acts of 1976, as amended. I hereby certify that I published the Ordinance amendments and additions in the Oceana Herald Journal on the 5th day of March, 2017.

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.

_____
Cheri Eisenlohr, Deputy City Clerk

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 11/6/20
Re: Conditional Rezoning of 315 S State St from A – Residential to B-2 General Business

---

Ladies and Gentlemen,

The owners of 315 S State approached the City requesting consideration for the conditional rezoning the property at 315 S State St from A- Residential to B-2 General Business with the following conditions:

In accordance with Section 405 of the Michigan Zoning Enabling Act, the Harbor House of Hart, a non-profit corporation, hereby makes the following voluntary offer to place certain conditions on the rezoning of 315 South State Street, Hart, Michigan.

The property, 315 South State Street, Hart, Michigan, will be rezoned from the A Residential Zone to the B-1 Central Business District Zone, subject to the terms and conditions of this letter. The lands to be rezoned (the "Property") are legally described as follows:

315 South State Street, Hart, MI Lots 7 and 8, Block 21, Corbin-Wigton's Addition to the Village (now City) of Hart.

The Applicant and all successors and assigns of the Property, hereby offer and agree that the Propel1y shall be used and developed only as follows:

The Property shall be used, under the catego1y of Hotel and Motel, being Zoning Ordinance Section 1249.02(n), only by a non-profit organization offering transitional lodging to women between the ages of 18 and 27 (17, if approved by court as an emancipated minor), inclusive (a "Resident" for purposes of this document).

No more than six Residents shall be pe1mitted at any time.

A Resident may not dwell or live at the Property for more than 18 months in any 24-month period.

A supervisor or manager shall reside on the Property and generally be available. Such person shall be referred to herein as the "Owner Representative".

Other than the Residents and the household of the Owner Representative, overnight lodging by other persons shall not be permitted without the expressed approval of the Owner Representative and for not more than 4 nights in any 60 day period. All Residents and Guests will agree to comply with The Harbor House Code of Conduct.

The Property shall comply with all building codes and other applicable laws, ordinances and rules.

The Property shall be used only as stated in this offer, and the undersigned agrees that no other uses of the land contra1y to or inconsistent with this offer, whether permitted in the B-1 District or not, shall be permitted, other than accessory uses approved by the Planning Commission as part of the site plan approval.

The undersigned makes this voluntary offer to the City of Hart to limit the uses and development as described herein. The undersigned represents and agrees that this offer is taken in its totality, and if any portion of it is not upheld or is challenged in any way, it shall nullify the entire conditional offer, thereby resulting in a reversion of the Prope1ty to the A District.

If the Property is used in a manner that violates or is inconsistent with the terms of this letter or if the use described herein shall cease or be discontinued for more than 12 consecutive months, the zoning designation of the Property shall revert to the A District and the uses contemplated herein shall immediately cease.

If the Property is rezoned as provided herein, we agree to promptly record with the Oceana County Register of Deeds, at our expense, an affidavit or other instrument acceptable to the City Attorney giving public notice of the conditions on the uses of the Property. The document shall be approved by the City Attorney prior to recording. After recording of such public notice, we will promptly furnish a recorded copy thereof to the City offices.

As the action of the conditional rezoning is completed by the enacting of an ordinance and adopting an ordinance requires two readings of the ordinance at separate meetings of the City Council no action is required of the Council at this time other than acknowledgement of the first reading and a discussion as to whether authorize the ordinance for a second reading without any changes or amendments.

Lynne

Memorandum

To:	**City of Hart Planning Commission**
Date:	**November 1, 2020 (November 5 meeting)**
From:	**David M. Jirousek, AICP – Horizon Community Planning**
RE:	**Harbor House of Hart, 315 South State Street: Rezoning Request**
Parcel:	**020-721-007-00**

Overview

The applicant requests a rezoning of the subject lot from the A-Residential zoning district to the B-2 General Business District. The applicant has proposed voluntary conditions per Section 405 of the Michigan Zoning Enabling Act.



Existing Conditions: A residential dwelling exists on the property that has been used in the past as a foster care home for children (Exhibit 1). A Zoning Map inset is included in Exhibit 2. Adjacent lands include:

- North: Residential dwelling (A-Residential).
- South (across Johnson Street): Hart City Hall (A-Residential).
- East (across South State Street): Office Building (B-2 General Business District).
- West: Residential dwellings (A-Residential).

Proposal: The owner proposes to use the building under the category of "Hotel and Motel," a permitted use within the B-2 General Business District, to accommodate a non-profit organization offering transitional lodging to women between the ages of 17 and 27. Several additional voluntary conditions have been offered for consideration and are generally summarized below:

- There shall be no more than six residents.
- Terms of occupancy shall not exceed 18 months in any 24-month period.
- An owner representative shall reside on the property.
- Guest stays shall be limited.
- Building codes shall be satisfied.

Considerations

While rezoning standards are not included in the Zoning Ordinance, I recommend that the following general factors are considered during the review of the request.

a. *Whether or not the proposed rezoning is consistent with the goals, policies and future land use map of the Master Plan; or, if conditions have changed significantly since the Master Plan was adopted, consistency with recent development trends in the area.*

The Future Land Use Map designates the subject lot as Downtown Commercial/Mixed Use (DC/MU). The description of this category is as follows:

> *This land use designation encompasses the older, traditional commercial core of the City. Retail, service, and residential land uses are appropriate in this area. However, some additional land uses may be acceptable if they complement the downtown core and provide an activity that is not readily available. In traditional downtown fashion, non-residential land uses (primarily retail and services) should occupy store fronts, while residential and office land uses should be located on upper floors. Further development of this area based on the principles of the Hart Main Street program is highly encouraged.*

The B-1 Central Business District corresponds to the DC/MU future land use designation. However, the applicant requested the B-2 General Business District. The Master Plan recommends B-1 zoning south from the downtown area to Jefferson Street. However, it should be noted that all current commercial zoning in the area south of Lincoln Street is B-2 General Business District.

The Master Plan anticipates redevelopment along South State Street from Lincoln Street to Jefferson Street to be in a manner similar to the traditional downtown form north of Lincoln (B-1). In a sense, the current B-2 zoning south of Lincoln is inconsistent with the Master Plan guidance.

While the current use proposal offered could be satisfied with B-1 or B-2 zoning, the applicant desires the zoning to be comparable to other commercial properties south of Lincoln Street. As such, the Planning Commission must determine if B-2 is appropriate in this area than B-1. For instance:

- B-1: Should future Zoning Map amendments follow Master Plan guidance strictly? While B-1 zoning would be inconsistent with existing nearby zoning, it would be more consistent with the City's future land use plan.

- B-2: Should B-2 zoning be recommended now? If so, should future redevelopment be considered only through B-1 requirements and standards as recommended by the Master Plan?

In my opinion, there is not necessarily a correct answer, but the Planning Commission should carefully consider the future land and zoning designations between Lincoln and Jefferson prior to future Zoning Map amendment requests.

b. *The proposed district and the uses allowed are compatible with the site's physical, geological, hydrological and other environmental features.*

Rezoning the parcel to B-2 General Business District would have no discernible impact on the environmental resources of the City and natural features of the site. Although B-2 allows for a higher degree of development intensity than A-Residential, the applicant's voluntary conditions will ensure that the site is maintained in its current state without an option for commercial redevelopment (unless a future proposal was offered and formally considered).

c. *The potential uses allowed in the proposed zoning district shall also be compatible with surrounding uses in terms of land suitability, impacts on the community, density, potential influence on property values and traffic impacts.*

The applicant's voluntary conditions will ensure that the property is maintained with a residential look and feel. Although classified as a Hotel and Motel by the City, the use characteristics are closer to residential uses permitted in the A-Residential district and surrounding residential properties.

d. *Whether, if rezoned, the site is capable of accommodating the uses allowed, considering existing or planned infrastructure including roads, sanitary sewers, storm sewer, water, sidewalks, and road lighting.*

Since the property's uses will be significantly limited by the applicant's voluntary conditions, a conditional rezoning to B-2 is not anticipated to place a significant additional burden on public infrastructure.

Recommendation

While I recommend approval of the conditional rezoning to B-2 General Business District, the Planning Commission should continue the conversation regarding the appropriate future land use and zoning designations between Lincoln and Jefferson Streets. Specifically, whether future commercial redevelopment along these blocks follow B-1 or B-2 development requirements.

Exhibit 1: Street View

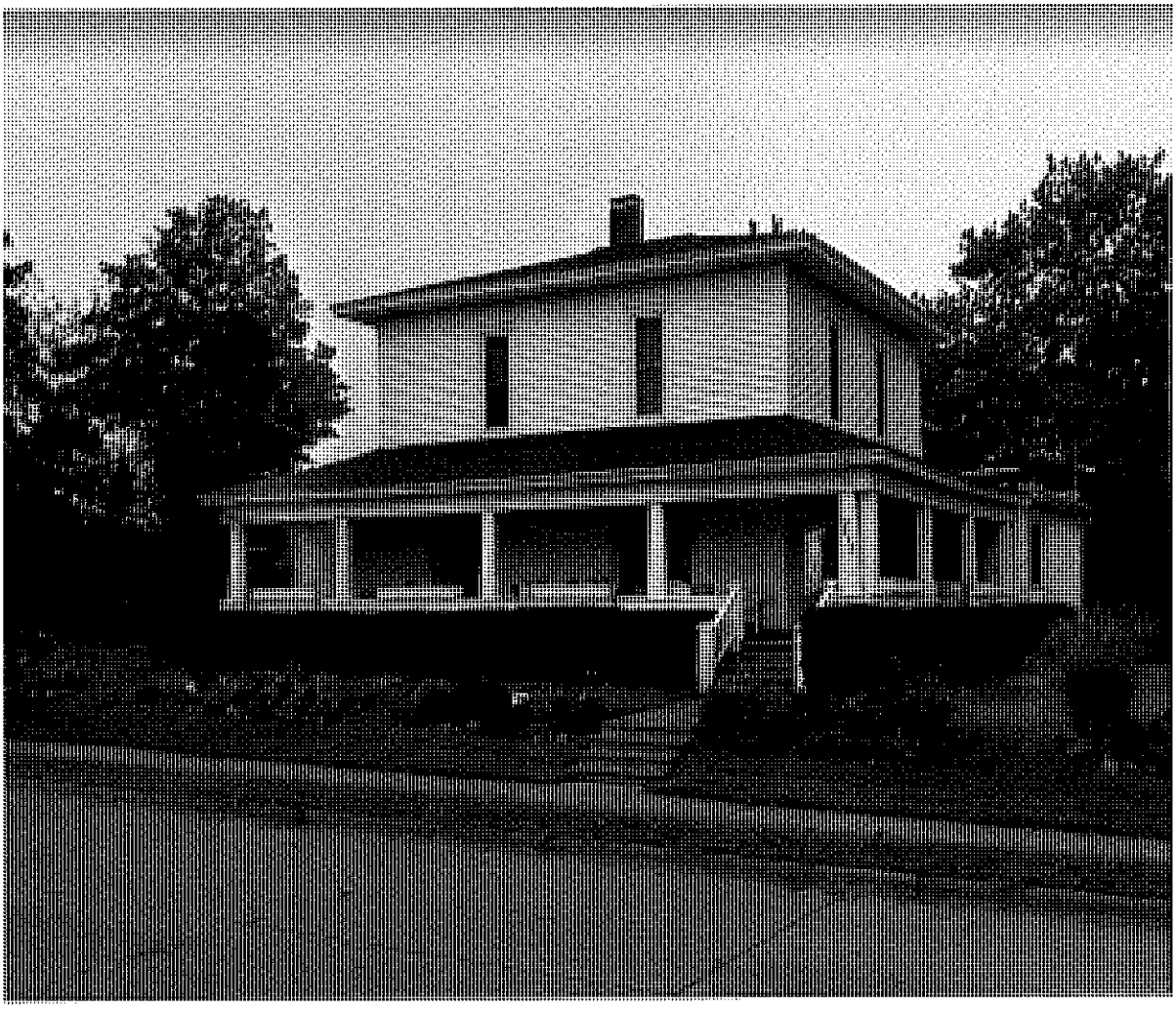


Exhibit 2: Zoning Map Inset

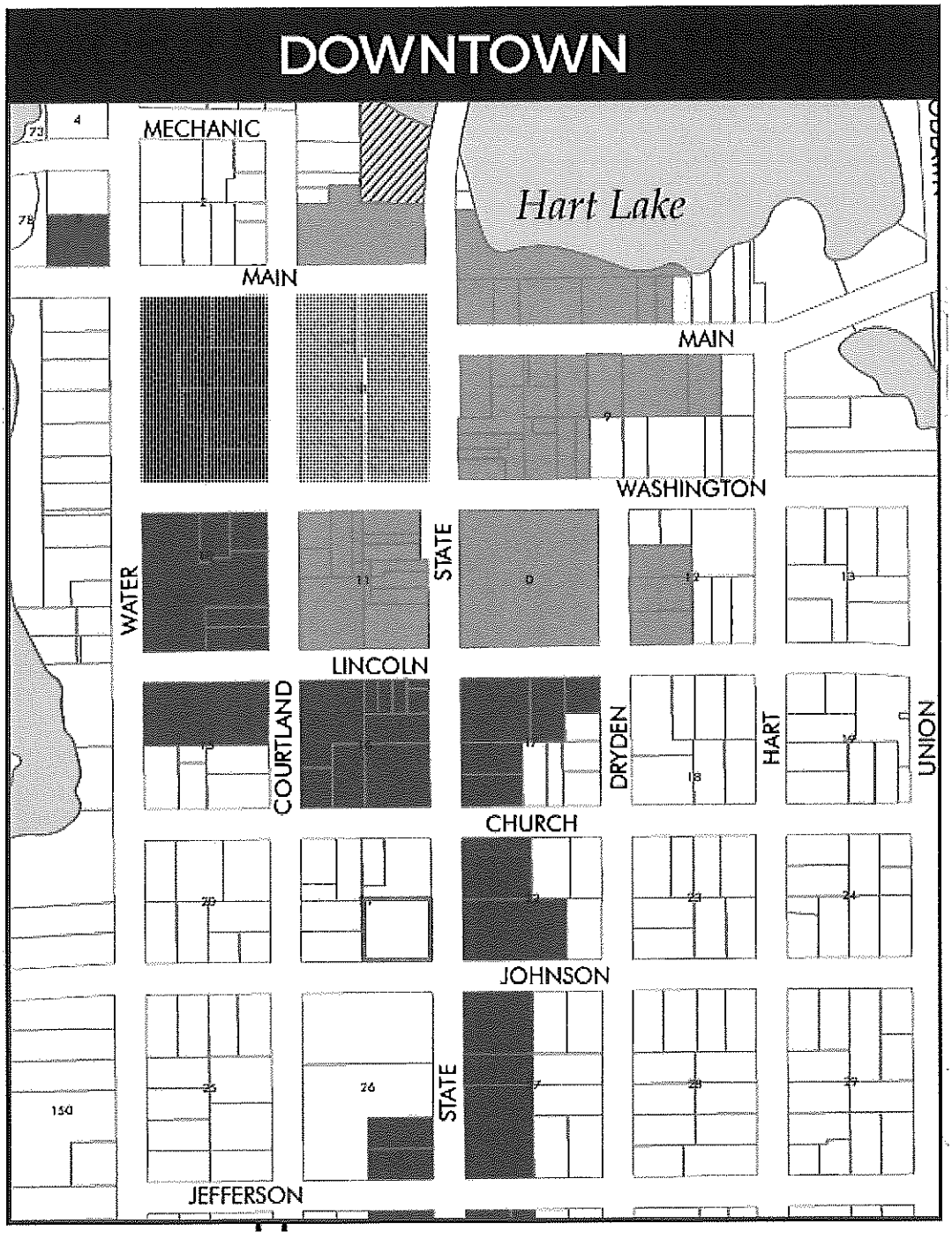
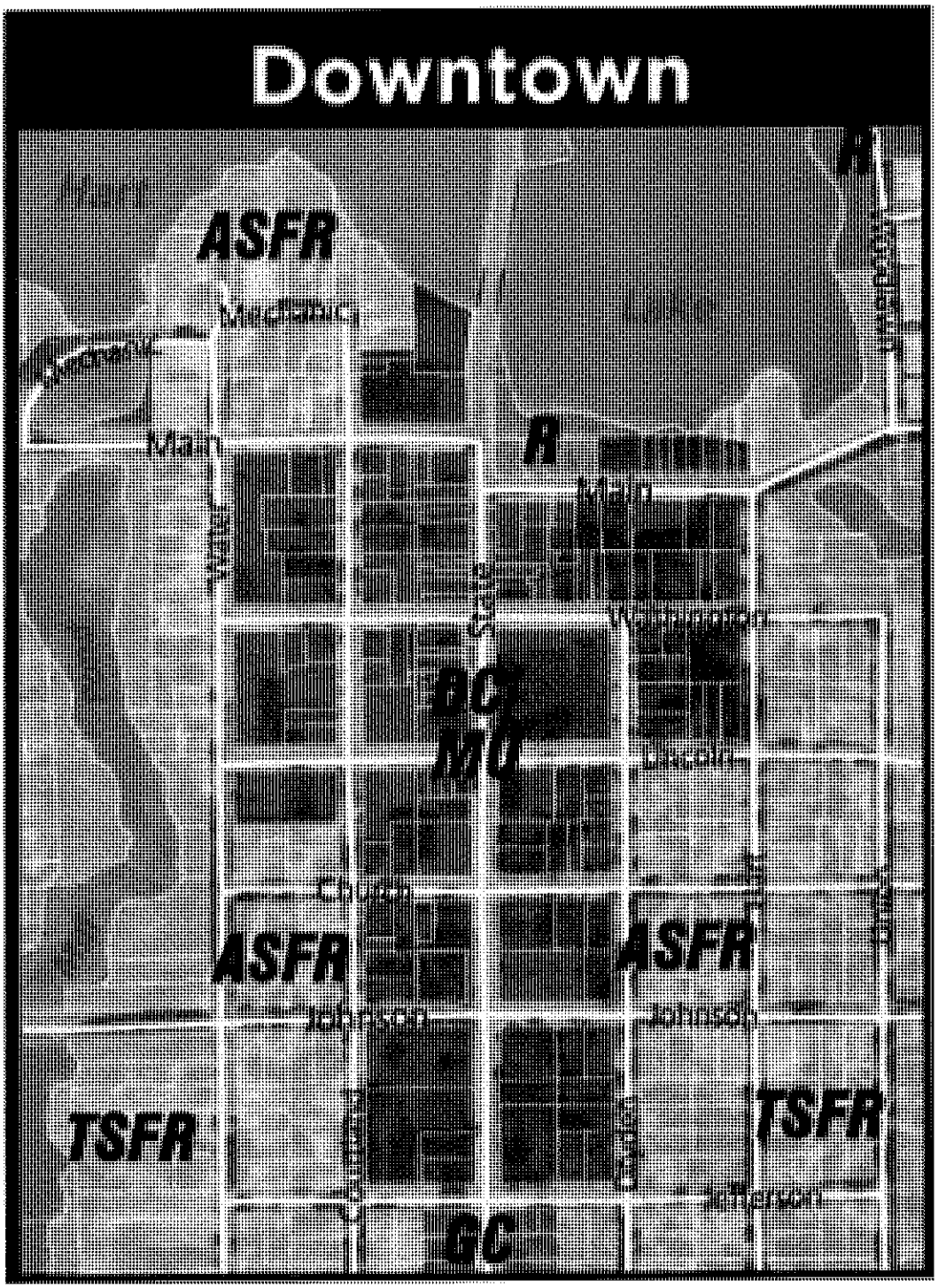


Exhibit 3: Future Land Use Map Inset



For consideration by the Planning Commission
at its November 5, 2020 Meeting

CITY OF HART

COUNTY OF OCEANA, MICHIGAN

At a regular meeting of the City Council of the City of Hart, held at the City Hall, 407 State Street, within the City, on the ____ day of _____, 2020, at 7:30 p.m.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and ordinance were offered by Member _____ and supported by Member _____:

ORDINANCE NO. 2020-03

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF HART

[The Harbor House of Hart – 315 South State Street]

THE CITY OF HART ORDAINS:

Section 1. The Zoning Ordinance of the City of Hart is hereby amended by the amendment of Section 1244.02 thereof, the Zoning Map, so as to rezone the following described lands from the A Residential Zone to the B-1 Central Business District Zone, upon the conditions offered by the zoning Applicant and stated in Section 2 of this Ordinance:

315 South State Street, Hart, MI

Lots 7 and 8, Block 21, Corbin-Wigton's Addition to the Village (now City) of Hart.

Section 2. In accordance with a voluntary written offer made by the Applicant, The Harbor House of Hart, it is a condition of the rezoning of the above-described lands that the lands shall be developed, under the category of Hotel and Motel, only as transitional lodging, according to and as limited by the conditions voluntarily offered by the Applicant by means of a Conditional Rezoning Offer Letter dated October 5, 2020. The above-described lands shall revert to the A

Residential Zone in the event that the described use shall be used in a manner that does not comply with the terms of the Conditional Rezoning Offer Letter, or if the use described in the Conditional Rezoning Offer Letter shall cease or shall be discontinued for more than 12 consecutive months.

Section 3. Upon the adoption of this Ordinance, the Applicant shall promptly record with the Oceana County Register of Deeds, at the Applicant's expense, an affidavit or other instrument acceptable to the City Attorney giving public notice of the conditions on the use of the land. The document shall be approved by the City Attorney prior to recording. After recording of such public notice, the Applicant will promptly furnish a recorded copy thereof to the City offices.

Section 4. The above-stated conditions, as contained in the Conditional Rezoning Offer Letter, having been voluntarily offered by the Applicant and accepted by the Township, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Applicant.

Section 5. The foregoing conditions upon the use of the land shall continue in perpetuity or until such time as this Ordinance is amended or repealed.

Section 6. This Ordinance shall become effective ten (10) days after its publication or ten (10) days after publication of a summary of its provisions in a local newspaper of general circulation in the City of Hart.

AYES: _____

NAYS: _____

ORDINANCE DECLARED ADOPTED.

_____
Cheri Eisenlohr, Deputy City Clerk
City of Hart

CERTIFICATION

I, the undersigned duly appointed City Clerk of the City of Hart, Oceana County, Michigan, do hereby certify that the above ordinance, or a summary thereof, was published in the *Oceana's Herald-Journal*, a newspaper of general circulation in the City, on _____, 2020, and that such ordinance was entered with the Ordinance Book of the City on _____, 2020.

Dated: _____, 2020.

_____
Cheryl Rabe, City Clerk
City of Hart

First reading: November 10, 2020

Second reading: _____, 2020

Ordinance becomes effective: _____, 2020

Attach letter regarding voluntary conditions

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 11/6/20
Re: Azavar Audit Services Proposal

Ladies and Gentlemen,

Azavar Audit Solutions has presented a proposal for services to complet an audit of and ongoing revenue maximization and monitoring services for revenue sources of the City which include Utility providers, multichannel video providers, telecommunications providers and other existing parties which have agreements with the City of Hart. At the Oct. 22nd meeting the Council authorized the City Manager to negotiate a reduction in their proposed compensation structure which is now being presented to the Council.

Azavar Audit Solutions is willing to provide Compliance Audits and Ongoing Revenue Maximization and Monitoring Services in return for the City agreeing to pay Azavar thirty (30) percent of any NEW revenues generated annually for a period of sixty (60) months. Azavar contends that the sixty month period is necessary in order to recoup the expenses of conducting the audit.

It is my recommendation that the Council **reject** Resolution 2020-66 Authorizing entering into an agreement with Azavar Audit Solutions for Compliance Audits and Ongoing Revenue Maximization and Monitoring Services and agree to pay Azavar thirty (30) percent of any NEW revenues generated annually for a period of sixty (60) months

Lynne

RESOLUTION 2020-66
Hart City Council
City of Hart, Michigan

Authorize entering into an agreement with Azavar Audit Solutions for Compliance Audits and Ongoing Revenue Maximization and Monitoring Services

WHEREAS; Azavar Audit Solutions has presented a proposal for services to complet an audit of and ongoing revenue maximization and monitoring services for revenue sources of the City which include Utility providers, multichannel video providers, telecommunications providers and other existing parties which have agreements with the City of Hart; and

WHEREAS; the Council authorized the City Manager to negotiate a reduction in their proposed compensation structure which is now being presented to the Council;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Adopt Resolution 2020-66 Authorizing entering into an agreement with Azavar Audit Solutions for Compliance Audits and Ongoing Revenue Maximization and Monitoring Services and agree to pay Azavar thirty (30) percent of any NEW revenues generated annually for a period of sixty (60) months

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on November 10, 2020.

Ayes: Nays: Absent:

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.

Cheri Eisenlohr, Dep. City Clerk

This Professional Services Agreement (this "Agreement") is made and entered into on the 31st day of October, 2020 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Hart, a Michigan municipal corporation having its principal place of business at 407 South State Street Hart, Michigan 49420 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services ("Services") in accordance with written statements of work agreed to by the parties (each, a "Statement of Work") attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS. Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, and seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a thirty-six (36) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-six (36) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:
City Manager
Hart, Michigan
407 South State Street
Hart, Michigan 49420

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES. During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

Hart, Michigan

BY:

NAME:

TITLE:

Azavar Audit Solutions, Inc.

BY:

NAME:

TITLE:

EXHIBIT A – STATEMENT OF WORK

This Statement of Work ("Statement of Work") is made and entered into on this 11th Day of November, 2020 by and between Azavar Audit Solutions, Inc., an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Hart , a Michigan corporation, having its principal place of business at 407 South State Street Hart, Michigan 49420 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on November 11, 2020.

1. **COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Azavar, as Customer's authorized agent and third-party administrator ("TPA"), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program ("Revenue TPA Program") on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses ("Audits"), including, but not limited to, each sales, occupation, and use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer's corporate boundaries, and as permitted by the Customers' ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer ("Auditee(s)"), revenues and expenditures related to (and where applicable), but not limited to the following:

i. Electricity providers and/or consumers
ii. Natural gas providers and/or consumers
iii. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
iv. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
v. Water, sewer, and/or stormwater providers and/or consumers
vi. Waste or refuse hauling providers and/or consumers
vii. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in right-of-way
viii. Locally imposed, levied, and/or administered charges, fees or fines
ix. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
x. Locally imposed and/or administered Residential Rental Licenses
xi. Taxpayers subject to Property Taxes and Levies
xii. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)
xiii. Taxpayers subject to Local Amusement or Entertainment Taxes
xiv. Taxpayers subject to Business License and/or Registration Fees
xv. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
xvi. Taxpayers subject to Liquor Licenses and/or Taxes
xvii. Fixed Location taxpayers subject to Hotel Occupation/Use Taxes
xviii. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
xix. Taxpayers subject to Real Estate Transfer Taxes
xx. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes.
xxi. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

(b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;

(c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

(e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;

(f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;

(g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;

(h) Audit timelines and processes are set in accordance with Azavar's proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer's Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

2. **PAYMENT TERMS**.

2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below to the extent realized during the following sixty (60) months. If Customer later implements during the subsequent sixty (60) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the sixty (60) months commencing with implementation at the contingency fee rates set forth below.

2.2 For any and all Audits and/or Findings (under Section 1), Customer shall pay Azavar an amount equal to thirty (30) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee to the extent realized during the thirty-nine (39) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty (30) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the said sixty (60) month period for each account individually will accrue to the sole benefit of the Customer.

2.3 Customer shall reimburse Azavar's travel expenses in accordance with Internal Revenue Service guidelines and rules. All travel must be pre-approved by the City in order to be eligible for reimbursement.

3. **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.		CUSTOMER	CITY OF HART, MICHIGAN.
By	_____	By	_____
Title	_____	Title	_____

Memo

To: Mayor and Council
From: Lynne Ladner
Date: 11/6/20
Re: JGP Campground Management contract

Ladies and Gentlemen,

The City solicited proposals for Campground Management for the 2021-2023 seasons and only received a response from Freed Management that contained four proposals. The Park Committee met and presented to the Council at the Oct. 24th meeting a recommendation for the Committee to meet with and negotiate the contract details. The Committee and Freed Management have reached a draft agreement which is presented to the Council for approval

It is my recommendation that the Council Adopt Resolution 2020-67 Accepting the recommendation of the Park Committee for Contracted Campground Management Services for 2021-2023 at an annual compensation rate of $70,000 per year plus 10% of the total revenue for site and pavilion rentals and authorize the City Manager to sign the contract

Lynne

RESOLUTION 2020-67
Hart City Council
City of Hart, Michigan

Accept recommendation of Park Committee for Contracted Campground Management Services for 2021-2023 and authorize City Manager to sign the contract.

WHEREAS; the City solicited proposals for Campground Management for the 2021-2023 seasons; and

WHEREAS; the City received four proposals from Freed Management and no other proposals, which prompted the Council to authorize the Park Committee to negotiate on the City's behalf to recommend a draft contract for consideration by the Council; and

WHEREAS; the Committee and Freed Management have reached a draft agreement;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL

Adopt Resolution 2020-67 Accepting the recommendation of the Park Committee for Contracted Campground Management Services for 2021-2023 at an annual compensation rate of $70,000 per year plus 10% of the total revenue for site and pavilion rentals and authorize the City Manager to sign the contract

Moved by _____, supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on November 10, 2020.

Ayes: Nays: Absent:

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.

Cheri Eisenlohr, Dep. City Clerk

JOHN GURNEY PARK CAMPGROUND
MANAGEMENT AGREEMENT

This AGREEMENT, made this ___ day of November, 2020 by and with the CITY OF HART, a Michigan municipal corporation, with offices located at 407 State Street, Hart, Michigan, here after referred to as "CITY" and FREED MANAGEMENT COMPANY INCORPORATED with offices located at 4149 N. 88th Avenue, Hart, Michigan here after referred to as "COMPANY".

WHEREAS, the CITY is the owner of John Gurney Park Campground located at 300 North Griswold Street, Hart, Michigan, here after referred to as "PARK", and

WHEREAS, the CITY and COMPANY have negotiated and desire to put their several agreements in writing relating to the operation and management of the PARK by COMPANY,

NOW BE IT RESOLVED, in consideration of the mutual AGREEMENTS of the parties, it is agreed as follows:

1. PREMISES The CITY hereby agrees that the COMPANY shall manage and operate the PARK consisting of approximately 18 acres and contains, among other things, 80+ campsites, park office, restrooms, and showers. During the term of this AGREEMENT, the COMPANY shall have the exclusive use, control, and operation of same. The PARK also includes the Hart Commons restrooms.

2. LEGAL AND ACCOUNTING SERVICES The COMPANY shall refer matters requiring legal or accounting services to the City Attorney, City Auditor, or other qualified professionals hired by the CITY. Fees for legal and accounting services may be charged to the COMPANY at the CITY's sole discretion as an operating expense if not considered routine legal or accounting services.

3. EMPLOYEES The CITY and COMPANY agree that the COMPANY is an independent contractor and that all personnel shall be employees of the COMPANY and not the CITY. Employees shall be hired, paid, supervised, and discharged by the COMPANY.

4. TERM

    A. This AGREEMENT shall commence upon execution and continue in full force and effect until November 14, 2023.

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B. The CITY retains the right to open to public proposal/bidding for contract management services of the John Gurney Park Campground at the expiration of the contract with one hundred eighty (180) days' notice prior to the expiration of the contract to the Company. The CITY and COMPANY mutually agree that if notice of the right to public proposal/bidding is not tendered both parties reserve the right to extend this AGREEMENT under mutually agreeable terms and conditions. If the CITY and COMPANY are unable to reach mutually agreeable terms and conditions, this AGREEMENT shall terminate and the right to renew this AGREEMENT shall terminate.

5. COMPENSATION TO THE CITY The COMPANY agrees to pay the CITY all revenues generated from the rental of campsites on a weekly basis. Deposits will be made weekly to the City (either in person or through the use of the payments dropbox located at City Hall) identifying the transient sites rented in the previous week and the rate charged per day to ensure proper attribution of payments. An electronic document will be provided to the Company to assist in tracking the weekly site rentals The COMPANY will ensure that all campsite rental checks be made payable to "City of Hart". COMPANY will submit a financial report to CITY by the 10th day of each month for the prior month's reservations, camper count, rentals and revenues broken down by campsite.

6. COMPENSATION TO THE COMPANY The CITY shall pay to the COMPANY an annual management fee in Year 1 (2021) of $70,000; Year 2 (2022) of $70,000, and Year 3 (2023) of $70,000. Annual payments shall be as follows: 15% of the annual management fee upon execution date of this agreement, 10% of the annual management fee on April 1st, and then 15 equal bimonthly payments of the remaining balance coinciding with the CITY's regular bill processing dates, the second and fourth Tuesdays. The CITY shall withhold payments to COMPANY immediately upon COMPANY'S failure to pay weekly revenues owed to CITY and upon written notice to COMPANY. COMPANY shall also earn annual lump sum payment of 10% of the total revenues for site and pavilion rentals to be paid during the second regular bill processing in the month of November each year.

7. COVENANTS OF THE COMPANY

A. The COMPANY shall operate the PARK in an efficient and competent manner for as many hours of the day as necessary and collect fees as established by the CITY. The PARK shall be open to campers from April 15 to October 15 each year.

B. The COMPANY consents to the CITY conducting background checks of its owners, employees and agents.

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C. The COMPANY shall honor any prior commitments of the CITY as they relate to site rentals. COMPANY shall collect reservation deposits at rates determined by the CITY.

D. The COMPANY, upon proper notice by the CITY, shall meet with the City Council and/or Park Committee upon request of the City Council or City Manager.

E. The COMPANY shall enforce the rules and regulations adopted by the CITY for the PARK. PARK rules enacted by the COMPANY shall be approved by the CITY prior to implementation and shall be in accordance with State of Michigan law. The COMPANY may evict, remove, or cause to be removed any person or persons for violation of said rules; and in accordance with the Michigan Campgrounds Act 162 of 1990.

F. The COMPANY shall be responsible for maintaining the PARK and facilities in a manner consistent with good maintenance practices and inform CITY on a timely basis of deficiencies that may endanger PARK visitors and workers. Management & maintenance duties are further clarified in Exhibit “A” attached.

G. The COMPANY shall use all reasonable caution to prevent waste, damage, or injury to the PARK.

8. <u>COVENANTS OF THE CITY</u>

A. The CITY shall pay all costs associated with property and liability insurance held by the CITY and for capital improvements authorized by the CITY in writing.

B. The CITY shall pay all costs associated with maintaining compliance with any applicable fire and building codes.

C. The pavilion is open and available to camper gatherings at no additional charge. Non-camper groups will pay a pavilion rental fee and cleaning deposit at a rate determined by the CITY with proceeds retained by the CITY. CITY will compensate COMPANY for non-camper pavilion cleaning at an hourly rate determined by the CITY.

D. The CITY shall advertise the PARK at their expense in outlets determined by the CITY.

E. The CITY Park Committee will meet twice per camping season with the COMPANY and any interested campers to ensure communication between all interested parties.

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9. USE OF PREMISES

   A. During the term of this AGREEMENT, the premises may only be used by the COMPANY for a campground, and other such uses as are traditionally associated with campgrounds. The COMPANY shall obtain written, advance permission of the CITY for any other uses. The CITY shall post at the beach a sign that reads "NO LIFE GUARD ON DUTY – SWIM AT OWN RISK".

   B. Exclusive operation of the PARK will be under the overall personal supervision and direction of the COMPANY and subject to oversight by the Park Committee. No portion of the premises may be leased, subleased, or assigned to any other person, firm, or corporation without the express prior written permission of the CITY.

   C. The COMPANY acknowledges that at the time of the execution of this AGREEMENT it has inspected the PREMISES and personal property and accepts same in an "as is" condition except for normal wear and tear and further warrants that same will be maintained and returned to the CITY upon termination of this AGREEMENT in as good or better condition than at the commencement of this AGREEMENT.

   D. The COMPANY may use the premises to sell vending products, firewood, maps and newspapers to campers with all proceeds retained by the COMPANY. The COMPANY bears responsibility for vending machines and supplies. COMPANY shall not transfer to CITY any product liabilities from items sold in the PARK.

   E. The COMPANY and CITY shall perform other duties as identified in EXHIBIT "A" attached to this AGREEMENT.

10. FEES TO BE CHARGED The CITY reserves the right to set and approve all rates, fees, and charges. The COMPANY may recommend rates for all revenue generating activities. The COMPANY shall display all rates in a prominent manner. With oversight by the CITY, the COMPANY shall maintain the www.johngurneypark.com website and shall provide an on-line campground reservation system and on-line payment system. The COMPANY shall provide to CITY copies of all on-line financial transactions and monthly statements provided by the depository.

11. PERSONAL PROPERTY AND EQUIPMENT

   A. All equipment and appurtenances presently in use at the PARK and owned by the CITY shall remain on the premises for use by the

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COMPANY. The major items include a mower, golf cart and 80+ picnic tables. Should there be a need for replacement of equipment or appurtenances the COMPANY shall request such purchases by the CITY. Any and All equipment replaced but owned by the CITY will be returned to the CITY for disposal

B. The COMPANY may purchase any other equipment at its sole expense. Any equipment so purchased shall belong to the COMPANY and shall be removed by the COMPANY at the termination of this AGREEMENT. Any equipment so purchased prior to its use at the PARK shall require written prior approval by the CITY.

12. CONDITION AND MAINTENANCE OF THE PARK The COMPANY shall maintain the PARK in compliance with State and Federal statutes. This includes but is not limited to a prohibition of adding additional site utilities to include potable water line, wastewater collection line or electric utility service to any site by any means. Maintenance practices shall promote the long-range stability of the PARK. The COMPANY shall be responsible for lawn mowing, trimming, and weed control within the PARK and shall not permit the use of CITY or COMPANY equipment for lawn mowing, trimming, or weed control by the individual campers.

13. TAXES, UTILITIES, BUSINESS RECORDS, AND RIGHT TO INSPECT

A. The COMPANY shall be responsible for and pay when due all personal property taxes which may be levied against any equipment owned by the COMPANY and placed at the PARK.

B. The CITY and COMPANY agree that this is a concession AGREEMENT and not a lease AGREEMENT and that the real estate in question should not be subject to ad valorem real estate taxation and the COMPANY should not be required to pay taxes pursuant to MCLA 211.181. Should it be determined that the COMPANY is required to pay taxes then the CITY shall reimburse 50% of that expense to the COMPANY.

C. All applications in connection with utility services at the PARK shall be made by the CITY. The CITY shall be solely liable for utility charges as they become due including internet, sewer, water, gas, electricity, telephone service and other services used at the PARK.

D. The COMPANY agrees to provide, maintain, and use business records of sales, receipts, and expenses, which shall comply with accepted accounting practices. Upon reasonable notice, all such records of account shall be made available to the CITY for

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inspection. The CITY reserves the right of making an annual audit of the COMPANY books and records pertaining to this AGREEMENT at the CITY's expense. Forensic audits conducted to settle disputes arising out of COMPANY'S poor business practices, fraud, or breach of contract shall be at COMPANY expense.

14. UNLAWFUL AND DANGEROUS ACTIVITY The COMPANY shall not, use, occupy, allow the use, or allow the occupation of the PARK for any unlawful or hazardous activities nor operate or conduct its business in a manner constituting a nuisance of any kind. The COMPANY shall immediately upon discovery of any unlawful or hazardous use or activity take action to halt same and promptly notify 911 and the CITY Police Department.

15. EQUAL EMPLOYMENT OPPORTUNITY The COMPANY agrees not to discriminate against any employee, applicant for employment, or user of the PARK based upon race, color, religion, national origin, age, sex, height, weight, or marital status.

16. SURRENDER OF PREMISES The COMPANY agrees to yield the possession of the PARK to the CITY, delivering the same peaceably, promptly, and in good condition on the date of the termination of this AGREEMENT whether such termination be by expiration of term or otherwise.

17. CONTRACTUAL OBLIGATIONS The contractual obligations of the parties shall commence upon the signing of this AGREEMENT. The CITY shall be liable for all charges for which services have been rendered but for which payment has not been made by the CITY as of the date of execution of this AGREEMENT. All debts incurred by the CITY for the park which were incurred prior to the signing of this agreement shall remain the sole obligation of the CITY.

18. INSURANCE

A. The COMPANY shall, at its cost, procure and maintain during the term of this AGREEMENT, the following insurance policies – Motor Vehicle Liability, single limit $1,000,000; Workers Compensation covering all persons deemed by law to be employees of the COMPANY; and unemployment covering all persons deemed by law to be employees of the COMPANY. All policies shall state that the CITY shall receive at least thirty (30) days' notice prior to cancellation or substantial change. Copies of all policies shall be submitted to the CITY. Insurance shall be placed with companies acceptable to the CITY and licensed to do business in the State of Michigan.

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B. The COMPANY shall, at its cost, procure and maintain during the term of this AGREEMENT comprehensive general public liability "occurrence" basis insurance, single limit $1,000,000 naming the CITY as additional insured and provide the CITY with an insurance certificate stating same.

C. The COMPANY shall maintain employee dishonesty "occurrence" basis insurance in the amount of $100,000 that shall insure its partners, employees, agents, volunteers, and others at COMPANY'S direction and control and naming the CITY as additional insured and provide the CITY with an insurance certificate stating same.

19. STRUCTURES Alterations, fixtures, additions, and improvements to the PARK prior to and during the term of this AGREEMENT shall become part of the PARK and shall be the sole property of the CITY upon the termination except for all movable fixtures and equipment paid for by the COMPANY which shall remain property of the COMPANY.

20. REPAIRS The COMPANY shall, at all times, maintain in good and safe condition the PREMISES described in Section 1 and the COMPANY shall promptly notify the CITY in writing of all unsafe conditions, needed repairs, and maintenance issues. CITY shall promptly repair deficiencies at its expense.

21. DESTRUCTION OR UNAVAILABILITY OF PARK If the PARK is destroyed by fire or disaster, or declared unavailable due to declared State of Emergency affecting the area and the CITY, in its sole discretion, determines that the PARK is unusable or unavailable, payments to the COMPANY shall cease until such time as the PARK is again usable. The CITY agrees to compensate the COMPANY for fixed expenses related to the operation of the park that have been incurred at the time of determining that the park is unusable or unavailable. Fixed expenses include but are not limited to: required insurance coverages, campground reservation system, marketing/advertising costs already expended or contracted and cellular telephone service for the operation of the park. The CITY shall, in its sole discretion determine to rebuild, repair or reopen in the event of fire, disaster or unavailability. This AGREEMENT may be declared null and void at the sole discretion of the CITY in the event of fire, disaster or state of emergency; and CITY shall compensate COMPANY for all monies owed at time AGREEMENT is dissolved.

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22. DEFAULT The COMPANY shall observe and perform all of the covenants and conditions contained in this AGREEMENT. If the COMPANY defaults in the payment of any monies due to the CITY, fails to perform any covenants or conditions, or if said PARK is deserted or vacated by the COMPANY, the CITY may declare this AGREEMENT terminated.

23. CURING OF DEFAULT If the COMPANY fails to perform any of its obligations, the CITY may after five (5) days prior notice, cure such default at the COMPANY's expense. The COMPANY agrees to reimburse the CITY for all costs and expenses incurred as a result including reasonable attorney fees and expenses.

24. HOLDING OVER The COMPANY agrees that any holding over by the COMPANY upon expiration of this AGREEMENT or any extension shall be viewed as a trespass and shall not be treated as an extension of this AGREEMENT.

25. BINDING EFFECT This AGREEMENT shall be binding upon the parties and their respective heirs, administrators, personal representatives, successors, and assigns.

26. WAIVERS The COMPANY agrees that any waivers by the CITY of any breach of any covenant or condition committed by the COMPANY shall not be construed as a waiver of any further breaches.

27. ENTIRE AGREEMENT This AGREEMENT constitutes the entire agreement of the parties and shall not be changed, modified, discharged, or extended except by written instrument executed by each party pursuant to the laws of the State of Michigan and the ordinances and charter of the City of Hart. There shall be no presumptions favoring or burdening either of the parties hereto based upon draftsmanship.

28. APPLICABLE LAW This AGREEMENT shall be interpreted under the laws of the State of Michigan. The parties agree that venue and jurisdiction shall be in Oceana County, Michigan for any litigation pursuant to this AGREEMENT.

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29. NOTICES Notice to either party to this AGREEMENT shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

A. To the CITY: Hart City Clerk
407 State Street
Hart, MI 49420

B. To the COMPANY: Freed Management Company Incorporated
4149 N. 88th Avenue
Hart, MI 49420

30. EFFECT OF TERMINATION Upon termination of this AGREEMENT, all records, supplies, and other items pertaining to the PARK and belonging to the CITY in possession of the COMPANY shall be delivered to the CITY. The COMPANY's right to compensation shall immediately cease. The COMPANY shall be entitled to compensation for services rendered prior to termination. The COMPANY shall deliver its book and records pertaining to this AGREEMENT within fifteen (15) days of termination.

31. The individuals signing the AGREEMENT certify that they have legal authority to bind the COMPANY/CITY to the terms of this AGREEMENT.

The COMPANY

By_____

Its_____

By_____

Its_____

The CITY,
A Michigan municipal corporation

By_____

Its City Manager

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EXHIBIT "A"

	JOHN GURNEY PARK LIST OF RESPONSIBILITIES for 2021-2023			
	Duties	**COMPANY**	**CITY**	**Description - Normal duties from April 15 - October 15 unless specified otherwise.**
1	Clean Bathrooms	X		Daily cleaning of bathroom/shower in campground, ballfield & Hart Commons (365 days).
2	Mowing	X		Weekly mowing of campground, boat launch and beach area.
3	Minor Maintenance	X		Minor maintenance of all facilities including plumbing, picnic tables, mower, and painting tables. Not to exceed $50 per incident.
4	Reservations/Registers Collections	X		Responsible for answering phone calls, taking reservations and performing registrations year-round. Supervise campers. Seasonal payments due May 1 (50%) & July 1 (50%); evictions on July 2. Maintain www.johngurneypark.com website. Offer online reservations and online payment.
5	Trash Pickup	X		Pick up trash, empty barrels from park, fields and boat launch and put in garbage bin.
6	Leaf Raking & Blowing	X		Rake, blow and pile until done.
7	Leaf Pickup		X	Pick up leaves from pile and dispose.
8	Sales	X		Offer firewood, ice, beverage sales and other vending. Proceeds to COMPANY.
9	Major Maintenance		X	Responsible for maintenance of all buildings/facilities, electric, sewer, painting, roofs, etc.
10	Clean Pavilion	X		Before/after all events between 4/15 and 10/15.
11	Boat Launch		X	CITY will maintain the boat launch area. COMPANY will have no responsibilities with the boat launch except trash pickup as noted in #6 above and mowing in #2 above.
12	Down Trees		X	Remove down trees.
13	Down Limbs	X		Pick up down limbs.
14	Garbage		X	Remove garbage from bin and dispose.
15	Traffic Control		X	Control traffic.
16	Dust/Brine		X	Regularly brine campground roads to prevent dust (as weather permits).
17	Vacuum Breakers	X	X	CITY provides and installs equipment. COMPANY requires equipment to remain secured to hose bibs.
18	Utilities		X	Paid 100% by CITY.
19	Winterize Buildings	X		COMPANY responsible for any repairs resulting from ineffective winterizing.
20	Winterize Water System		X	CITY responsible for any repairs resulting from ineffective winterizing.
21	Purchase consumables	X		Consumables include paper goods, soaps, cleaners, motor fuel & oil, mop heads, hand tools, pens, pencils, gas cans, brushes, brooms, rakes, pruners, soft drinks, ice, fire wood and other like materials.
22	Purchase or provide equipment		X	Equipment includes all power equipment including riding & push mowers, power trimmers, golf cart, and trailer.
23	Management Campsite		X	CITY will provide up to two (2) campsites at no charge to COMPANY for management and host camper residency from 4/15 - 10/15
24	Host Camper	X		COMPANY responsible for retaining host campers to assure 24/7 supervision at PARK