City of Hart, Michigan
CITY COUNCIL AGENDA
August 13, 2019, 7:30 PM
City Hall, 407 State Street, Hart, Michigan

1. Call to Order
2. Roll Call – LaPorte, Frontiera, Hegedus, La Fever, Martin, Platt, Splane
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes from July 23, 2019
6. Public Comments, Correspondence, Events, Presentations
   a. Public Hearing – Sale of Easement Options to Hart Solar Partners LLC
7. Department Reports (* written report is in the packet)
   a. Police* b. BioPure c. Public Works d. Hydroelectric e. Hart Main Street
8. Reports of Boards, Commissions, and Committees (*** Minutes in the packet)
   1. Cemetery
   2. DPW
   3. Housing Board of Review
   4. Finance/Personnel
   5. Fire Board***
   6. Historic
   7. Police
   9. Power
   10. Recreation
   11. Parks
   12. Library
   13. Planning
   14. TIFA
   15. ZBA
   16. Tax Abatement
   17. Water/BioPure
   18. Neglected/Dangerous Properties
   20. Hart Main Street
   21. Hart Lake Board
   22. Election Commission
   23. Starting Block Kitchen Incubator
9. Bills, Claims, Payroll
10. Action Items
    a. Resolution 19-46 Street Repair and Improvements Millage
    b. Resolution 19-47 Authorizing the sale of easement options on City-Owned property to Hart Solar Partners LLC
    c. Resolution 19-48 Authorize renewal of Assessing Agreement with Oceana County
    d. Resolution 19-49 Accepting Bids and Award Contract for the Lincoln St project
    e. Resolution 19-50 Award contract for the purchase of fleet vehicles for DPW and BioPure
    f. Ordinance 19-02 Fair Housing Ordinance – first reading
    g. Special Events Permit - Hart Rec. Intersection Donation Drive, Gary Jorrisen
11. Discussion Items
    a. Discussion regarding pay for service as an elected member to the City of Hart Board of Review
    b. Discussion regarding improvements to the Oceana County Fairgrounds – Paul Ericson
12. City Manager Report
13. City Attorney Report
14. Communications from the Mayor and Council
15. Closed Session: MCL 15.268 Sec. 8 (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. **Continuation of City Manager Performance Evaluation**
16. Adjournment - Next regular meeting Tuesday, August 27, 2019, 7:30 PM

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

CITY OF HART
407 S. STATE ST.
HART, MI 49420
COUNCIL PROCEEDINGS
JULY 23, 2019, 7:30 P.M.
MINUTES

PRESENT: Mayor Ron LaPorte, Councilors: Patrice Martin, Vicki Platt, Rob Splane, Joe Frontiera, and Steve Hegedus.
ABSENT: Jason La Fever
OTHERS PRESENT: City Manager – Lynne Ladner, Main Street Manager – Julie Kreilick, DPW Superintendent – Brad Whitney, Energy Department Superintendent – Mike Schiller, and Deputy City Clerk - Cheri Eisenlohr. See attached list for others in attendance.

Mayor LaPorte called the meeting to order at 7:30 p.m., following the roll call, the Mayor lead the Council in the pledge of allegiance.

A motion was made by Mr. Hegedus to approve the amended agenda and supported by Ms. Martin. The minutes from July 9, 2019, regular meeting, were approved motioned by Mr. Hegedus and supported by Ms. Martin. All ayes, both motions were carried.

PUBLIC COMMENTS, CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Gayle Forner asked that the City either move their mulch pile or buy the property that it sets on. Ms. Platt asked for the cost, and Mr. Forner advised $20,000.00. The Mayor stated that he would like to get together with Mr. Forner to discuss this more in-depth.

DEPARTMENT REPORTS:

- BioPure Superintendent, Paul Cutter: Absent
- Police Chief, Juan Salazar: Absent
- DPW Superintendent, Brad Whitney:
    - Gravel streets have been brined and graded.
    - Part-time employee, Justin Kramer gave his notice – the work is being distributed among the full-time employees for the rest of the season.
    - Water meters are being replaced/repaired as needed.
    - The maintenance hole at Johnson and Dryden has been replaced.
    - Landscaping is taking place around the City.
    - SAW items are being worked on.
    - Potholes are being repaired with asphalt patches.
    - Water leaks at the Fairgrounds and Oceana Drive have been repaired.
- Energy Superintendent, Mike Schiller:
    - Work was completed at the BioPure Facility.
        - Repairs were made to a mixer at the pond.
    - Power on Lever Road was shut down to allow for line replacement and conductors to be installed.
    - DuBois Tree Service is back in town.
    - Four trees east of Dave's Party Store on Wood Street need to be removed – cost is estimated at $10,000.00, the dead limbs falling from the trees post a public safety issue.

- Michigan Freeze Pack has power running to them. They will pay for the cost of the new transformer.
- There were four outages Saturday from the storm, due to limbs landing on lines.
- The new smaller bucket truck should arrive later this month.
- 22 digital meters have been placed and appear to be working correctly. Eaton will be coming in on the 30th and 31st to conduct training.

- Mainstreet Manager, Julie Kreilick: No formal report

REPORTS OF BOARDS, COMMISSIONS, AND COMMITTEES:

- None

BILLS, CLAIMS, PAYROLL:

Bills totaled: $535,390.59 Payroll totaled: $59,275.06 Grand Total: $608,474.92
A motion was made by Mr. Splane and supported by Mr. Frontiera to approve bills, claims, and payroll in the amount stated.
Ayes: 6 Nay: 0 Absent: 1

ACTION ITEMS:

City Manager, Lynne Ladner presented the following:

Memo

To: Mayor and City Council
From: Lynne Ladner
Date: 6/19/1919
Re: Accept bid and authorize City Manager to sign documents for the replacement of the roof on DPW building

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As part of the FY 2020 budget replacement of the roof on the Public Works building was scheduled for completion. In keeping with the desire to have the work completed sooner rather than later due to leaks which allow water to enter the building during rain events and allowing heat to escape the building during the winter increasing utility costs for maintaining the building during the winter bids have been solicited from local contractors.
Bids were solicited from Blackmer Construction, Empire Contractors and Stovall Construction. The City received bids from Blackmer Construction in the amount of $30,480 and from Empire Contractors in the amount of $39,814.
It is my recommendation that the Council adopts Resolution 19-43 accepting the bid from Blackmer Construction in the amount of $30,480 and authorize the City Manager to sign documents for the replacement of the roof on the DPW building.
Lynne

RESOLUTION 19-43
City Council
City of Hart, Michigan
Oceana County

Accept bid and authorize City Manager to sign documents for the replacement of the roof on DPW building

WHEREAS, it is in the City's interest to maintain buildings and infrastructure owned by the City, and

WHEREAS, the Public Works building roof is in need of replacement due to deterioration and leaks; and

WHEREAS, the City has solicited bids for the roof replacement from three local contractors and received the following: Blackmer Construction - $30,480, Empire Contractors - $39,814 and no response from Stovall Construction;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Approves, accepts the bid from Blackmer Construction to replace the roof on the Public Works building in the amount of $30,480 and authorizes the City Manager to sign the necessary paperwork.

Moved by Ms. Martin, supported by Ms. Platt, and thereafter adopted at the regular City of Hart City Council meeting on July 23, 2019.

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

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

Cheri Eisenlohr

Cheri Eisenlohr, Deputy City Clerk

Memo
To: Mayor and City Council
From: Lynne Ladner
Date: 6/19/1919
Re:

Waive bidding requirements and authorize initiating emergency repairs to the sewer system

As part of the SAW grant, the City's sewer system infrastructure was videotaped to assist in identifying areas that need attention. During a routine review of the tapes by Prein & Newhoff, the City's Engineering firm an area of sewer pipe 440 ft in length was identified as having failed and is structurally compromised. The failed pipe has created a void above the pipe that due to the extent of the damage and the location of the

sewer being under State Street, could result in sewer back-ups and eventual roadway collapse.
It is the recommendation of the engineers that the City waive the bidding requirements and negotiate for emergency repairs using the cured in place pipe lining process to repair the failed section with Insituform to expedite the repairs.
It is my recommendation that the Council adopt Resolution 19-44 Waiving the bidding requirements and authorized initiating emergency repairs to the sewer system.
Lynne

RESOLUTION 19-44
City Council
City of Hart, Michigan
Oceana County

Waive bidding requirements and authorized initiating emergency repairs

WHEREAS, during the course of reviewing the videos of the City of Hart sewer system a significant defect was discovered in the State Street sanitary sewer at the northeast side of the Polk Road intersection., and

WHEREAS, The failed section of the sewer is 440 ft. long and is constructed of concrete pipe. The most significant damage to the pipe is a four-foot-long section of pipe just north of the manhole in Polk Road where the top of the pipe is completely gone and where a void has formed above the pipe in this area. and

WHEREAS, Pipelining is a trenchless technology which is done without digging up the roadway and the process typically be completed in less than a day reducing traffic disruption and preventing possible additional damage; and

WHEREAS, this type of work is very specialized and there are a limited number of contractor's in the Midwest that can do this work well and the typical bidding process will require approximately 6 to 9 weeks to develop bid documents, advertise, review bids and award the contract. Once the contract is awarded, it could be up to another 3 weeks before the work is completed.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Agrees to waive the normal bidding process for the emergency repairs to the sewer collection system underneath State St. at the northeast side of the Polk Rd. intersection and authorize the City Manager to work with Prein & Newhoff, the City Engineers to begin the process of obtaining a formal quote and agreement from Insituform for the emergency repairs and sign the necessary documents to initiate the repairs.

It is moved by Ms. Martin, supported by Mr. Splane, and thereafter adopted at the regular City of Hart City Council meeting on July 23, 2019.

Ayes: 6 Nays: 0 Absent: 1

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

Cheri Eisenlohr, Deputy City Clerk

Memo
To: Mayor and City Council
From: Lynne Ladner
Date: 6/19/1919
Re:
Reschedule the December Board of Review

Each year the Board of Review meets in July and December for the purposes of correcting a clerical error or a mutual mistake of fact relative to the correct assessment figures, the rate of taxation, or the mathematical computation relating to the assessing of taxes on Tuesday following the second Monday in December and, for summer property taxes, on Tuesday following the third Monday in July.
Due to scheduling conflicts, the City Assessor has requested that the City reschedule the December Board of Review meeting from December 10, 2019, to December 12, 2019.
It is my recommendation that the Council adopts Resolution 19-45 to reschedule the December Board of Review meeting.
Lynne

RESOLUTION 19-45
City Council
City of Hart, Michigan
Oceana County

To reschedule December Board of Review meeting

WHEREAS, the board of review is charged with holding a meeting for the purposes of correcting a clerical error or a mutual mistake of fact relative to the correct assessment figures, the rate of taxation, or the mathematical computation relating to the assessing of taxes on Tuesday following the second Monday in December and, for summer property taxes, on Tuesday following the third Monday in July, and

WHEREAS, the date may be changed during those weeks with a resolution by the City. and

WHEREAS, due to scheduling conflicts the City Assessor has requested that the Council reschedule the December Board of Review date from December 10m 2019 to December 12, 2019;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Authorizes changing the date of the December 2019 Board of Review meeting from Tuesday, December 10, 2019, to Thursday, December 12, 2019.

It is moved by Mr. Splane, supported by Mr. Hegedus, and thereafter adopted at the regular City of Hart City Council meeting on July 23, 2019.

Ayes: 6 Nays: 0 Absent: 1

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

Cheri Eisenlohr

Cheri Eisenlohr, Deputy City Clerk

SPECIAL EVENTS PERMIT:

- Hart Hills Gravel Bike Race
  - Mr. Splane made a motion to approve this permit with the condition that the parking lot number is to be confirmed, supported by Ms. Martin, all ayes, the motion carried.
- State Farm Ribbon Cutting and Open House
  - Ms. Martin made a motion to approve the permit, supported by Mr. Hegedus, all ayes, the motion carried.

DISCUSSION ITEMS:

- Discussion regarding the necessity of adopting a Fair Housing Ordinance
  - As part of the City's application and receipt of the CDBG grant for the construction of the Downtown Pocket Park, the City is required to have adopted an ordinance addressing Fair Housing which prohibits discrimination in housing under the federal housing guidelines.
  - The proposed draft ordinance language comes from the MEDC and this or something similar needs to be adopted by the City in order for the City to receive the grant funding for the Downtown Pocket Park. I would like the Council to review and discuss the proposed language from the MEDC and provide feedback regarding any requested changes so that an ordinance can be drafted and presented to the Council for adoption.
- Discussion regarding proposed amendments to Section 670.04 of the Code of Ordinances – Noxious Weeds
  - As the Code Enforcement has been working with property owners to gain compliance David and I have been reviewing the City's existing ordinances to ensure that there is clarity in the requirements, the steps that the City has at its disposal to remediate violations and potential consequences.
  - The proposed language that I am asking the Council to discuss and provide feedback is language provided by the City Attorney which has been adopted and put in place in another community in Michigan which he works with as City Attorney.

- This is the first proposed language to the City Code to improve and clarify language for issues which are commonly handled through the code enforcement process.
  - Ms. Ladner will work to re-write this in more understandable terminology.

- FY2019 Audit Preliminary Governance letter
  - Standard letter received from Maner Costersian as to the timeframe of the audit and their expectations.
- Discussion regarding SHPO letter and Pocket Park Design
  - I met with Prein and Newhoff regarding the 75% complete drawings of the Pocket Park. On Friday we received the required letter from SHPO which placed extreme conditions on the proposed design. I have had conversations with Sue Devries, Lindsay Hagar, and Matt Levandoski, and we are preparing an appeal of the SHPO decision. Sue spoke with the author of the letter and received a favorable response to reconsider the issue, and I will be visiting the OC Historical Society in search of historical photos that can be used to support our appeal.
- Discussion clarifying City Manager's position on the HMS Board
  - Ms. Martin advised the Council that Ms. Ladner had sent her information via email that explained her seat on the board. It stated that she was appointed by the Mayor to serve in his stead on the board.

CITY MANAGER REPORT:

- I apologize for the issues that we encountered setting the Webinar up in the Community Center. I forwarded on to each of you the copy of the presentation and the link to watch the webinar at your leisure. I have also passed out to you this evening the attorney's letter regarding recreational marihuana.
- The Attorney and I have been working with Hart Solar to draft the easement extension and addendums that they have requested; this item will be on the next council agenda.
- I have received revised site plans for the possible redevelopment of the Shopko property. In discussions with the City Planner, any changes have been deemed administrative, and we hope to review the documents and move this project forward. I hope that by the next Council meeting we will be able to announce the project and future tenant, but I am currently still under non-disclosure requirements.
- The first collaborative business roundtable is scheduled for July 30 at 7:30 am as a joint City and Main Street program.
- We have been contacted by a resident that has concerns related to a tree in the right of way in front of their property on Wood St that has several large dead branches that have been dropping on to their property. Thus far, there has not been any damage to their home, but several have landed on their roof and bounced off. After review by Mike Schiller and Mike Dubois, it is their belief that the tree in question, as well as three other adjacently located trees, need to be removed. The estimated cost for removal is $10,000. As this amount exceeds my authorization authority, I am requesting approval from the Council to authorize this work.
  - Ms. Martin made a motion to approve the removal of the four trees, supported by Mayor LaPorte, all ayes, the motion carried.
- The Lincoln Street project will go out for bids in August.
- I would like permission from the Council to register for and attend the annual MMEA Conference Scheduled for October 8-11, 2019. This will enhance my professional development and understanding of the operations of the electric utility.
- Per the Personnel Handbook of the City, I am asking for permission from the Council to take 120 hours of ETO either the end of September into October or Mid-October to

November. I have been invited to participate in a "Digital Detox Retreat" which would require me to be unplugged from electronic devices for the duration of the retreat and having limited to no access to email or phones.

- Ms. Ladner was advised that prior to final approval, she would need to have a succession plan in place to cover her absence. It will be further discussed at the next meeting.

CITY ATTORNEY'S REPORT:

- None

COMMUNICATIONS FROM THE MAYOR AND COUNCIL:

- Mr. Frontiera brought it the attention of the Council that the Board of Review members, Bill Wells and Mike Powers, would like to receive a pay raise. Ms. Ladner will research what other Board of Review members across the State receive and make it a discussion item on the next agenda.
- Ms. Platt requested that the Council seek a new Mayor Pro Tem. (this should have taken place right after the Mayoral election, but was not). She suggested that Steve Hegedus hold the position; this was supported by Mr. Frontiera. Mr. Hegedus accepted the nomination.
  - Ayes: 6 Nays: 0 Absent: 1
- Ms. Platt also advised that more speed limit signs are needed near the schools as it is not well marked. A Traffic control order is needed and will be obtained from the Chief of Police.

Closed Session:
Entered into at 8:47 pm by motion made by Mr. Splane and supported by Ms. Martin, all ayes, the motion carried, to discuss MCL 15.268 Sec. 8 (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if named person requests a closed hearing.
Resumed open session at 9:09 pm.

There being no further business to come before the Council, the meeting adjourned at 9:10 p.m., upon motion by Mr. Frontiera and supported by Mr. Hegedus. The next regular meeting is August 13, 2019, at 7:30 p.m.

Respectfully Submitted

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: August 13th, 2019

RECENT EVENTS

From Thursday, July 18th, 2019, through Wednesday, August 7th, 2019, the Hart Police Department received 135 complaints ranging from Medical Assists, Vehicle Violations, Well-Being Checks, Unwanted Persons, Property Damage Accidents, Mental Health Complaints, Motorist Assists, Larcenies, Disorderly Conducts, Warrant Arrests, Animal Complaints, Retail Frauds, Alarms, Noise Complaints, Suspicious Situations, Harassment / Threats Complaints, Fraud Complaints, Domestic Assaults and Trespassing Complaints

On Thursday, July 18th, 2019, the Hart Police Department initiated a traffic stop on Dryden Street near Wood Street referencing defective equipment. A 26year-old Greenwood, Missouri man was arrested and lodged at the Oceana County Jail for Operating a Motor Vehicle without a License.

On Sunday, July 21st, 2019, the Hart Police Department was dispatched to the 600 block of Water Street in regarding a Disturbance. A 35year-old New Era man was arrested and lodged at the Oceana County Jail for Disorderly Conduct. A 37year-old Hart woman and 36-year-old Shelby man were cited for Disorderly Conduct.

On Monday, July 22nd, 2019, the Hart Police Department was dispatched to the 3000 block of Polk Road in regards to a Retail Fraud. A 40-year-old Shelby man had taken several deli items from the store without paying for the them. The man was interviewed and agreed to return to the local business to pay for the items. A report will be submitted to the Oceana County Prosecutor's Office for his review.

On Monday, July 22nd, 2019, the Hart Police Department conducted a follow-up to the above-mentioned incident, Retail Fraud, in the 500 block of Harvey Street within the Village of Shelby. A 40-year-old Shelby man was arrested and lodged at the Oceana County Jail for an outstanding warrant for his arrest out of the Oceana County Friend of the Court.

On Monday, July 22nd, 2019, the Hart Police Department was patrolling the 400 block of Wood Street when a 46year-old Hart man; who is known to officers for stealing items from local business; walking fairly rapidly from a local business. Officers made contact with the man who later admitted to stealing alcohol from a local business in the area. The man was arrested and lodged at the Oceana County Jail for Retail Fraud.

On Tuesday, July 23rd, 2019, the Hart Police Department was dispatched to the 200 block of Courtland Street about a Domestic Assault. A 36year-old Hart man alleges to have been assaulted; being shoved and attempted to be thrown out of the home ; by a 31year-old Hart woman. Before officers arrived, the woman had barricaded herself in a room with a knife. The woman eventually exited the room unarmed and was arrested and lodged at the Oceana County Jail for Domestic Assault.

On Wednesday, July 24th, 2019, the Hart Police Department was dispatched to the 100 block of West Main Street in reference to a Domestic Assault. A 26year-old Hart woman claims to have been assaulted; being restrained from leaving a car and being struck in the mouth area and arm with an open hand, which in turn caused her to fall to the ground; by a 24year-old Hart man on two (2) separate incidents. The man was located within the Village of Pentwater, denied these allegations. The man was arrested and lodged at the Oceana County Jail for Domestic Assault.

On Friday, July 26th, 2019, the Hart Police Department initiated a traffic stop on Griswold Street near Wood Street referencing erratic driving. An 18year-old Hart man was arrested and lodged at the Oceana County Jail for Operating a Motor Vehicle without a License.

On Saturday, July 27th, 2019, the Hart Police Department initiated a traffic stop on 64th Avenue near Polk Road regarding defective equipment. A 36year-old Pentwater woman was arrested and lodged at the Oceana County Jail for Operating a Motor Vehicle without Insurance.

Respectfully,

J. Salazar,
Chief of Police

8.5

HART AREA FIRE

ADMINISTRATIVE BOARD

Meeting Minutes- June 27, 2019

The Hart Area Fire Administrative Board Meeting was called to order by Chairman Gary Beggs at 7:00PM. Others present for the meeting were Mike Powers, Clancy Aerts, Bruce Mull, , Dale Stevenson, Jake Whelpley and Jay McGhan, Chief Jack White and undersigned

Absent for the meeting was Dick Huntington and Mike Potter

Motion was made by Stevenson and supported by Aerts to accept the agenda as presented. Voice Vote, all yes, Motion carried.

Motion was made by Mull and supported by Powers to accept the minutes of the, May 30, 2019 meeting. Voice vote, all yes. Motion carried.

Treasurer reported total expenses of $25,389.990. A balance in the checking account was reported as $177,856.83. A balance in the Capital Improvement Fund was reported as 193,161.89. Treasurer discussed the bills with the Hallack bill for equipment to help extinguish the fire at 602 State St and the resignation of the Fire Prevention Instructor to pay her wages earned to date.

Motion was made by Powers and supported by Aerts to pay the Hallack bill for 602 State St of $750.00. It was discussed that they was necessary to completely extinguish the fire and as a safety issue to knock down walls that were not stable. Chief advised he had not ask the home owner about calling but felt it should be covered by the insurance policy. Roll call vote 5 yes and 2 no. Motion carried.

Motion was made by Whelpley and supported by Powers to pay the bills. Roll call vote, all yes. Motion carried.

Treasurer presented a list of budget amendments to be made, Motion was made by Mull to amend the budget by the suggested amounts presented by the Treasurer, This was supported by Whelpley. Roll call vote, all yes. Motion carried.

Chief White passed out his report to the board members.

Chief discussed the paging system and the need to change the system. He discussed the options and when more information is available he will present it to the board. It may require the board to spend approximately 5 or 6 thousand on new pagers. This may have to be spent by September 1.

Chief added that the fire department participated in a Block Party in Silver Lake

The stabilizer struts are in Truck 143.

Under Old business Jake Whelpley discussed the investment account and that it is not insured should not be a factor to do this or not. There is 2 billion in the account and there are about 390 participates. The return is 2.5 to 2.6 per month. Following discussion

Motion was made by Whelpley and supported by Powers to adopt he Investment Policy that was presented. Roll call vote all yes. Motion carried.

A resolution was presented by Whelpley which he explained to invest funds in this manor. Motion was made by Whelpley and supported by Stevenson. Roll call vote, all yes. Motion carried.

A resolution was made by Whelpley which authorizes Michigan class to represent the Hart Area Fire Administrative Board. Motion by Whelpley to pass the Authorizing Resolution and supported by Powers. Roll call vote, all yes. Motion carried.

It was discussed to not pay the Hallack invoice until some further investigation is completed by Mike Powers.

Meeting adjourned at 7:40PM

Respectful Submitted,

Daniel Leimback

Sec/Treasurer

Payables Date: 8/13/19	Description	Total	General +	DPW	Energy	BPTF	Water
A & L Great Lakes Labs	Soil Samples	$ 98.00				$ 98.00	
Adams, Matt	Phone Reimbursement	$ 35.00		$ 35.00			
Anderson, Shawn	Phone Reimbursement	$ 35.00	$ 35.00				
Ascap	Music License	$ 362.25			$ 362.25		
Axon Enterprise	Std. Battery Pack	$ 44.00	$ 44.00				
Bader & Sons	Blades & Belts	$ 229.12	$ 64.92	$ 164.20			
Beatty, Drew	Deposit Refund	$ 69.49			$ 69.49		
BlueTarp Financial	Membership	$ 39.99				$ 39.99	
Cannon/Eaton	Digital Meter Upgrades	$ 35,000.00			$ 23,000.00	$ 12,000.00	
Ceres Solutions	Supplies	$ 203.65				$ 203.65	
Charter	Fax Lines - Police and Office	$ 113.77	$ 113.77				
Charter	Hart Main Street	$ 164.97	$ 164.97				
Cherry Blossom Manor	Energy Efficiency Incentive	$ 254.98			$ 254.98		
City of Hart	Utility Bills	$ 45,397.30	$ 3,468.55	$ 1,097.16	$ 1,751.64	$ 36,478.43	$ 2,601.52
Dacott	June, 2019 Purchase Report	$ 650.00			$ 650.00		
Dave's Party Store	Fuel	$ 2,628.48	$ 957.88	$ 760.30	$ 611.38	$ 298.92	
DTE	Natural Gas	$ 474.86	$ 112.18	$ 51.13	$ 197.02	$ 81.72	$ 32.81
DuBois Tree & Land	Balance owed after paying off truck	$ 9,000.00			$ 9,000.00		
Eisenlohr, Cheri	Reimburse Office Expense	$ 31.40	$ 31.40				
Eisenlohr, Mike	Phone Reimbursement	$ 35.00		$ 35.00			
Fish Window Cleaning	City Hall Windows	$ 105.00	$ 105.00				
Freed Management	JGP Mgmt	$ 3,570.00	$ 3,570.00				
Gowell, Nate	Phone Reimbursement	$ 35.00			$ 35.00		
Hart Automotive Supply	Auto Parts/Supplies	$ 110.59		$ 86.89	$ 23.70		
Hart Cemetery Commission	Summer Taxes #2	$ 3,573.58	$ 3,573.58				
Heritage Preservation	Repairs Historic District	$ 960.11	$ 960.11				
Hintz, Brian	Phone Reimbursement	$ 35.00	$ 35.00				
Horizon Community Planning	Planning Services	$ 258.75	$ 258.75				
Huber, Vay	Deposit Refund	$ 12.00			$ 12.00		
Huntington Credit Card	Various supplies - July Stmt	$ 988.83	$ 835.11		$ 153.72		
HydroCorp	Cross Connection Control Program	$ 750.00					$ 750.00
Ingalls, Joe	Phone Reimbursement	$ 35.00	$ 35.00				
Kasza Asphalt	Patches - Hart, Main, Plum Sts, Comfort D	$ 11,542.80		$ 11,542.80			
Kies, Chris	Phone Reimbursement	$ 35.00				$ 35.00	
Klotz Auto Parts	Auto Parts/Supplies	$ 1,161.32		$ 674.34		$ 486.98	
Ladner, Lynne	Car Allowance	$ 300.00	$ 300.00				
LARA	LIEAF Program	$ 1,091.39			$ 1,091.39		
Larson's	Various Parts/Supplies	$ 1,693.23	$ 289.08	$ 878.94	$ 136.92	$ 388.29	
Lighthouse Car Care	Oil Change/Tire Repair	$ 112.00	$ 60.00		$ 52.00		
Louis Gelder	Parts/Supplies	$ 70.18		$ 70.18			
Ludington Daily News	Advertising/Public Notices	$ 529.20	$ 529.20				
Maner Costerisan	Preliminary Audit	$ 7,000.00	$ 1,750.00		$ 1,750.00	$ 1,750.00	$ 1,750.00
Mears Service Center	Drive Belt for Mower	$ 29.40		$ 29.40			
Medler Electric	Parts/Supplies	$ 449.96			$ 449.96		
MHP	Drug Screening	$ 28.00	$ 28.00				
Mich. Assoc. of Chiefs of Police	Membership	$ 115.00	$ 115.00				
Michigan Mun. League	Workman's Comp	$ 6,633.00	$ 2,719.53		$ 2,454.21	$ 1,127.61	$ 331.65
Mika Meyers	Legal Service - City Attorney	$ 4,596.00	$ 4,596.00				
Miss Dig	Annual Fee	$ 905.41			$ 301.81	$ 301.81	$ 301.79
Mission Comm.	Service Renewals - Polk & Plum LS	$ 694.80				$ 694.80	
Model Coverall Service	Uniforms/Rugs/Rags	$ 769.35	$ 136.58	$ 223.05	$ 145.85	$ 263.87	
Model First Aid	First Aid supplies	$ 231.94		$ 231.94			
MPPA	Purchased Power	$ 61,065.37			$ 61,065.37		
Munetrix	Level 3 Municipal License - Transparency	$ 2,605.00	$ 651.25		$ 651.25	$ 651.25	$ 651.25
Murphy, Colleen	Deposit Refund	$ 156.29			$ 156.29		
Nye Uniform	Collar Brass	$ 9.50	$ 9.50				
Nye Uniform	Uniforms - Mantyck	$ 658.00	$ 658.00				
Oceana Builders Supply	Building Supplies	$ 212.48		$ 172.52		$ 39.96	
Oceana Land Title	Creeks Title Search	$ 475.00	$ 475.00				
Office Machines Co.	Police Printer Overage Fee	$ 31.92	$ 31.92				
Pitney Bowes	Postage	$ 503.50	$ 151.05		$ 226.57	$ 62.94	$ 62.94
Power Line Supply	Parts/Supplies	$ 4,503.03			$ 4,503.03		
Pranger Property Mgmt	City Hall Cleaning Svcs	$ 168.00	$ 168.00				
Pranger Property Mgmt	Cleaning Services	$ 168.00	$ 168.00				

--OVER--

Payables Date: 8/13/19	Description	Total	General +	DPW	Energy	BPTF	Water
Praxair	Cylinder Rental	$ 84.75		$ 36.41	$ 48.34		
Republic Services	Garbage service/Overage @ JGP	$ 16,207.20		$ 16,207.20			
Republic Services	The Starting Block Garbage Service	$ 230.90			$ 230.90		
Republic Services	Hart Sparks - Trash Cans	$ 164.80		$ 164.80			
Republic Services	Citywide Clean up	$ 8,292.93		$ 8,292.93			
Reyes, Ivana	Deposit Refund	$ 150.18			$ 150.18		
Ricoh	Copy fees	$ 182.92	$ 182.92				
Riggs, Jason	Phone Reimbursement	$ 35.00		$ 35.00			
RPM Machinery	Glass/Lever/Adhesive	$ 442.49		$ 442.49			
Salazar, Juan	Phone Reimbursement	$ 35.00	$ 35.00				
Salazar, Juan	Reimburse Mailing Expense	$ 56.15	$ 56.15				
Schiller, Mike	Phone Reimbursement	$ 35.00			$ 35.00		
Sirchie	Barrier Tape	$ 69.76	$ 69.76				
Skipski, Kevin	Phone Reimbursement	$ 35.00	$ 35.00				
State of Michigan	Water Sampling Fee	$ 100.00					$ 100.00
SyncWave	Internet Hosting	$ 597.14	$ 146.72	$ 87.18	$ 176.18	$ 187.06	
T & R Electric	Transformer for MFP	$ 4,974.00			$ 4,974.00		
Tanner Plumbing & Heating	Plumbing Parts	$ 501.50	$ 501.50				
Trace Analytical Labs	Water Sampling Fee	$ 65.00				$ 65.00	
Tri-Berry	Steel Bracket	$ 187.00			$ 187.00		
United Group Programs	Opti-Med Ins. Prem. Aug. - ACH	$ 2,556.05	$ 964.27	$ 465.39	$ 450.18	$ 532.41	$ 143.80
United Group Programs	Opti-Med Ins. Prem. July - ACH	$ 2,556.05	$ 964.27	$ 465.39	$ 450.18	$ 532.41	$ 143.80
USA Bluebook	Water Leak Detection Tables	$ 91.46		$ 91.46			
Van Agtmael, Scott	Phone Reimbursement	$ 35.00			$ 35.00		
Van Dyke, Jed	Phone Reimbursement	$ 35.00			$ 35.00		
VanBlargan, Sharon	Deposit Refund	$ 92.62			$ 92.62		
VanZoeren, Andy	Phone Reimbursement	$ 35.00			$ 35.00		
Varnum	Legal Services	$ 3,795.00			$ 3,795.00		
Verizon	Office Phones	$ 443.96	$ 329.08	$ 29.25	$ 29.25	$ 56.38	
Weesies	Plants	$ 476.01				$ 476.01	
Wells Fargo	Printer Fee	$ 143.20	$ 143.20				
Whitehill, Awilda	Deposit Refund	$ 188.43			$ 188.43		
		$ -					
	Subtotal	$ 256,739.69	$ 30,629.20	$ 42,370.35	$ 120,018.09	$ 56,852.49	$ 6,869.56
Additional Bills							
		$ -					
		$ -					
		$ -					
		$ -					
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -
	Subtotal Reg and Additional	*$ 256,739.69*					
HAND CHECKS							
Alerus - ACH	***City Share 401 Retirement***	$ 3,188.30	$ 3,188.30				
US Postmaster	Postage Utility Bills	$ 486.54			$ 218.94	$ 194.62	$ 72.98
Hart Township	Property Taxes	$ 367.82	$ 367.82				
Master Blaster, LLC	Caboose Restoration	$ 1,459.13	$ 1,459.13				
Huntington Credit Card	Office Supplies - Paid via ACH - June	$ 1,605.48	$ 1,605.48				
DuBois Tree & Land Mgmt	Partial Pmt - Less cost of Truck	$ 4,870.60			$ 4,870.60		
		$ -					
		$ -					
		$ -					
	TOTAL HAND CHECKS	$ 11,977.87	$ 6,620.73	$ -	$ 5,089.54	$ 194.62	$ 72.98
	Sub-Total Regular Bills/Additional Bills/Hand Checks	*$ 268,717.56*	*$ 37,249.93*	*$ 42,370.35*	*$ 125,107.63*	*$ 57,047.11*	*$ 6,942.54*
Gross Payroll	464	$ 62,292.72					

PAYROLL AMOUNTS					
08/08/19					
Pay 464		GROSS PAY	OVERTIME	ETO	BASE PAY
Employee Code	Dept.		PAY	BUYBACK	
FULL-TIME					
MGR.	MSM	***$1,615.21***	$0.00	$0.00	$1,615.21
DPW1	DPW	$2,312.40	-$147.60	$0.00	$2,164.80
DPW2	DPW	$2,238.60	-$73.80	$0.00	$2,164.80
DPW3	DPW	$2,075.85	-$75.04	$0.00	$2,000.81
DPWS	DPW	***$2,376.80***	$0.00	$0.00	$2,376.80
ENERGY1	Energy	$3,635.80	-$499.80	$0.00	$3,136.00
ENERGY2	Energy	$4,429.60	$980.00	$0.00	$5,409.60
ENERGYS	Energy	***$3,765.60***	$0.00	$0.00	$3,765.60
ENERGY3	Energy	$3,286.00	-$920.00	$0.00	$2,366.00
ENERGY4	Energy	$2,488.80	$0.00	$0.00	$2,488.80
ENERGY5	Energy	$2,751.83	-$440.07	$0.00	$2,311.76
DCC	Office	***$1,556.00***	$0.00	$0.00	$1,556.00
DCC	Office	***$1,518.40***	$0.00	$0.00	$1,518.40
MGR.	Office	***$3,351.21***	$0.00	$0.00	$3,351.21
CC	Office	***$1,968.80***	$0.00	$0.00	$1,968.80
DCC	Office	***$1,243.44***	$0.00	$0.00	$1,243.44
PO	Police	$2,097.60	$0.00	$0.00	$2,097.60
PO	Police	$2,608.89	-$511.29	$0.00	$2,097.60
PO	Police	$3,021.86	-$924.26	$0.00	$2,097.60
PC	Police	***$2,463.20***	$0.00	$0.00	$2,463.20
DS	Police	$2,154.40	$0.00	$0.00	$2,154.40
BIOS	WW	***$2,816.00***	$0.00	$0.00	$2,816.00
BIOS	WW	$2,140.20	-$172.20	$0.00	$1,968.00
BIOS	WW	$2,200.88	$0.00	$0.00	$2,200.88
TOTAL		**$60,117.37**	**-$2,784.06**	**$0.00**	**$57,333.31**
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
CCS		$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	$845.35	$0.00	$0.00	$845.35
DPW	DPW-PT	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$0.00	$0.00	$0.00	$0.00
EW	Office	$0.00	$0.00	$0.00	$0.00
PPO	POL-Pt	$730.00	$0.00	$0.00	$0.00
CEO	Office	$0.00	$0.00	$0.00	$0.00
PPO	POL-PT	$600.00	$0.00	$0.00	$600.00
TOTAL		**$2,175.35**	**$0.00**	**$0.00**	**$1,445.35**
TOTAL PAYROLL		**$62,292.72**	**-$2,784.06**	**$0.00**	**$58,778.66**

OVERTIME HOURS WORKED

Pay Period 7/19/19 - 8/1/19		Pay 464	PAID HOURS			Call-Out	Pay Date 7/25/19
EMPLOYEE NAME	DEPT.	DATES WORKED	1.5x	2x	2.25x	Sched.	REASON
Chris Kies	BPTF	7/20,21	2	2		S	Lab/Irrigation
Frank Lloyd	BPTF						
Jason Riggs	DPW	7/20/2019	2			C	Water Sample
Mike Eisenlohr	DPW	8/1/2019	2.00			C	Check Sewer Lines
Matt Adams	DPW	7/26,27	4.00			C	Water Leak/Replace Valve Box
Terry Birkman	Energy	7/20,22	8.50			S/C	Power Outages/Upgrades
Andy Van Zoeren	Energy	7/22,24,26,27,28	8.50	2.00		S/C	Alarms @ BioPure/Irrigation/Labs
Nathan Gowell	Energy	7/20,21,22	14.00	2.00		S/C	Power Outages/Upgrades
Jed Van Dyke	Energy						
Scott Van Agtmael	Energy	7/21,20,22	16.00	2.00		S/C	Power Outages/Upgrades
Shawn Anderson	Police						
Brian Hintz	Police	7/21 8/2	13.00			S	Cover Shifts
Kevin Skipski	Police						
Joe Ingalls	Police	7/28,29 8/1	23.50			S	Cover Shifts
Hildigardo Hinjosa (PT)	Police						
David Malotke	Police						

10,a

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 8/8/19

Re: Res 19-46 Street Improvement and Repair Millage

The City of Hart voters approved in 2014 a two (2) mill levy for the purpose of Street Improvements and Repairs. This additional funding for local streets has allowed the City to continue to maintain and improve our streets in a time where state revenue sharing for local and major streets has declined. The current mill levy expires at the end of 2019.

The funds from this levy have allowed the City to make improvements in several areas, including the most recent improvements that are scheduled for Lincoln Street. In order to retain this levy, the City needs to have a vote in 2019 via special election in November to approve the levy in 2020 for a five (5) year period. This will require the City to bear the cost of a special election which is budgeted for in our current FY2020 budget.

If the Council does not approve certifying the language for the ballot for a special election the option to pass a ballot proposal in either the primary or general election of 2020 would be possible but it would be labeled as a new mill levy, not a renewal and as such will take considerably more public outreach to ensure that the public is aware that this is something that has existed in the past.

It is my recommendation that the Council adopt Resolution 19-46 Street Improvement and Repair Millage authorizing a special election on November 5, 2019, and certifying the ballot language for the election.

Lynne

RESOLUTION 19-46
City Council
City of Hart, Michigan
Oceana County

STREET REPAIR AND IMPROVEMENTS MILLAGE

WHEREAS, there is a great and continuing need in the City of Hart for street repairs and improvements, and

WHEREAS, a voter-approved five-year millage for street repairs and improvements adopted in 2014 has expired, and

WHEREAS, the Hart City Council declares their intent to seek voter approval in the amount of two mills for street repairs and improvements at a special municipal election on November 5, 2019, and

WHEREAS, the City Attorney has reviewed and approved the proposed ballot language;

NOW THEREFORE BE IT RESOLVED that the following proposal be placed on November 5, 2019, special election ballot:

Shall the previously voted increase in the City of Hart's tax rate limitation imposed under Article IX, Sec. 6 of the Michigan Constitution on general ad valorem taxes, currently 2 mills ($2.00 per $1,000 of taxable value), be renewed and levied in the years 2020-2024, both inclusive, subject to reduction as provided by law, on taxable property in the City?

The purpose of this levy is to provide for the repair and improvement of City streets. It is estimated that a levy of 2 mills would provide revenue of $114,331 in the first calendar year. The revenue from this millage levy will be disbursed to the City of Hart [and a portion of the revenue from the millage is subject to capture by the City's Tax Increment Finance Authority pursuant to state law].

Moved by _____, supported by _____ , and thereafter adopted by the Hart City Council at a regularly scheduled meeting held on Tuesday, August 13, 2019.

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, Deputy City Cler

10.b

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 8/8/19

Re: Res 19-47 Authorizing the sale of easement options on City-Owned property to Hart Solar Partners LLC

In 2018 the City of Hart entered into agreements with Hart Solar Partners LLC (HSP) to permit the sale of easement options on several City owner properties allowing the placement of above and below ground for collection lines and utility pads in order to connect the proposed solar energy collection project in Hart Township.

Hart Solar Partners approached the City this summer asking for an amendment to the previous easement options and for an additional easement for this project. The City Attorney has worked with HSP to combine the previous options into a single easement option agreement, added the requested additional easement areas and renegotiated the terms of the option to better favor the City.

As the easement options constitute the sale of City Property a public hearing was published in the Oceana Herald on August 1st and the hearing is scheduled to take place during the August 13th Council meeting.

It is my recommendation that the Council adopts Resolution 19-47 Authorizing the sale of easement options on City-Owned property as described in Exhibit A of the Amended and Restated Easement Option and Purchase Agreement.

Lynne

RESOLUTION 19-47
City Council
City of Hart, Michigan
County of Oceana

AUTHORIZATION TO
SELL CITY-OWNED PROPERTY EASEMENT OPTIONS
DESCRIBED AS 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-022-200-03, and 007-015-400-07
as depicted in Exhibit A of the Amended and Restated Easement Purchase Option Agreement

WHEREAS, the City of Hart owns parcel identification numbers 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-022-200-03, and 007-015-400-07 as depicted in Exhibit A of the Amended and Restated Easement Purchase Option Agreement, according to the recorded documents thereof, Oceana County Records, Hart City, Oceana County Michigan, and

WHEREAS, the City Charter Section 4.10 (k) grants the City Council authority to sell the property after a required public hearing, and

WHEREAS, the City Council published a notice for a public hearing on August1, 2019, and conducted a public hearing on August 13, 20198, at their regular meeting, and

WHEREAS, Hart Solar Partners, LLC has made a good faith offer for the purchase of easement options on the property for Collection Line and Utility Pad Easements on these parcels to support a solar energy collection and transmission of energy generated from the proposed Hart Solar Partners, LLC project; and

WHEREAS, The easements language and price have been negotiated and agreed to by Hart Solar Partners, LLC

WHEREAS, having received public comment regarding the sale of City-owned property the City Council declares that it is in the best interest of the City of Hart to sell the property described as 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-022-200-03, and 007-015-400-07, in Exhibit A as depicted in Exhibit A of the Amended and Restated Easement Purchase Option Agreement, according to the recorded plat thereof, Oceana County Records, Hart City, Oceana County Michigan. and

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

1. *Accepts the negotiated Amended and Restated Easement Purchase Agreement,*
2. *Authorizes the sale of the property easement options located at 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-022-200-03, and 007-015-400-07, in Exhibit A as depicted in Exhibit A of the Amended and Restated Easement Purchase Option Agreement.*
3. *Authorizes and directs the City Manager to sign all necessary documents for the transaction.*

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on August 13, 2019.

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, Deputy City Clerk

AMENDED AND RESTATED EASEMENT PURCHASE OPTION AGREEMENT

This Amended and Restated Easement Purchase Option Agreement ("**Agreement**") is entered into as of _____ _____ (the "**Effective Date**"), by and between City of Hart ("**Optionor**") and Hart Solar Partners, LLC, a Delaware limited liability company ("**Option Holder**"). Optionor and Option Holder may collectively be referred to as the "**Parties.**" The Parties agree as follows:

1. **Status of Agreement**. This Agreement supersedes and replaces the prior six Easement Purchase Option Agreements between the Parties and dated June 28, 2018, for real property in Hart Township, Michigan, identified as tax parcels 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-015-400-07 (lines), and 007-015-400-07 (pads).

2. **Subject Property; Solar Plant**. Optionor is the owner of the real property and associated rights located at W. Polk Rd. Hart, Oceana County, Michigan, having tax parcel identification numbers 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-022-200-03, and 007-015-400-07, and more particularly described in the attached **Exhibit A** (the "**Subject Properties**"). Option Holder will develop, install, interconnect, operate, maintain, repair, and remove a solar, photovoltaic electricity generation facility, including related interconnection facilities (the "**Solar Plant**") on one or more parcels of real property or easement areas (collectively, the "**Plant Site**") used for the Solar Plant in and around Hart, Oceana County, Michigan.

3. **Option for Easement**. Optionor hereby grants to the Option Holder an option ("**Option**") to purchase and acquire from Optionor a *non-exclusive*, perpetual, general purpose access and utility easement ("**Collection Line Easement**") over, under and across the "**Collection Line Easement Premises**" on the Subject Property, which Collection Line Easement Premises shall consist of a 30 foot wide strip of land, the centerline of which is described or depicted on **Exhibit A (if additional width is required, at specific locations, Option Holder may notify Optionor and acquire such additional width on a similar cost basis)**, and an *exclusive*, perpetual, general purpose access and utility easement ("**Utility Pad Easement**") over, under and across the "**Utility Pad Easement Premises**" on real property identified as tax parcel 007-015-400-07, which Utility Pad Easement Premises shall be located within the two approximately 1/2 acre parcels depicted on **Exhibit A.** The Collection Line Easement and the Utility Pad Easement are hereafter referred to collectively as the "**Easement**" and the Collection Line Easement Premises and the Utility Pad Easement Premises are hereafter referred to as the Easement Premises. The Easement shall be for (a) vehicular and pedestrian ingress, egress, and access upon and over the Easement Premises to and from the Plant Site adjacent to the Easement Premises, and, if described or depicted on **Exhibit A**, to or from a public right of way; (b) the right to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution utilities consisting of one-line or three-phase towers, pole structures, poles, or any combination of same, with wires, cables, conduits, cross-arms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices, and similar (collectively, "**Utilities**") above, below, on, or within the Easement Premises; (c) interconnection of any such Utilities to the Solar Plant; and (d) right to trim, remove, or otherwise control all trees, brush, and vegetative growth that would reasonably interfere with safe and efficient functioning of the Utilities (items (a) through (d) collectively, the "**Easement Purposes**"). The Utility Pad Easement shall also include the right to construct, operate, maintain, repair, inspect, replace and improve concrete pads, gravel pads, small enclosed structures, and fencing in compliance with applicable zoning ordinances and other regulations. Such rights shall also be

Initials: _____ _____
Hart Solar Partners Optionor

considered part of the Easement Purposes. The Easement area will be no larger than is required to achieve the Easement Purposes, with the boundary of the Easement Premises to be more precisely identified by survey prior to the exercise of the Option. The Easement will include the right of Optionor to grant rights in and to the Easement and Easement Premises to any utility or other person that owns or controls Utilities facilities located in the Easement Premises. The Option Holder may exercise the Option on all or a portion of the Easement Premises as shown or depicted on Exhibit A.

4. **Option Payments**. Optionor and Option Holder acknowledge that Option Holder has paid to Optionor non-refundable "**Option Payments**" totaling Six Thousand Dollars ($6,000) and that such Option Payments and the mutual covenants set forth in this Agreement are sufficient consideration. Upon grant of the Easement, the Option Payments shall not be applied as a credit to the "**Purchase Price**" (defined below).

5. **Option Term**.

5.1. **Duration**. The Option shall be effective during the period ("**Option Term**") beginning the Effective Date and ending on the earliest of: (A) **December 31, 2021**; (B) the date the Optionor and the Option Holder execute and deliver a written, recordable instrument of conveyance of the Easement in form consistent with the terms of this Agreement and agreed by the Parties (the "**Easement Grant**"); or (C) 60 days after the delivery by one Party to the other of a written notice of breach of this Agreement, unless the receiving Party cures the breach that is the subject of such notice within such 60-day period.

5.2. **Due Diligence; Permitting**. Optionor grants to Option Holder and its employees, consultants, agents, and subcontractors, during the Option Term at reasonable times and upon reasonable notice, access to the Easement Premises, for the purpose of conducting such investigation and diligence of the Easement Premises, as Option Holder deems necessary, including, but not limited to, inspections, structural analysis, surveys, geotechnical testing, and inspection, review, and testing to determine environmental conditions. All tests, inspections, analyses, surveys, inspections, investigations or reviews shall be conducted by parties qualified and, where applicable, licensed to conduct such tests, inspections, analyses, surveys, inspections, or reviews. In addition, during the Option Term, at Option Holder's cost and expense, Optionor, will execute, deliver, file, and submit permit applications for, and will provide commercially reasonable cooperation to Option Holder with respect to the procurement of, permits and approvals from governmental authorities or local utilities necessary or appropriate to Option Holder's proposed use of the Easement Premises. Option Holder shall pay the costs of all tests, inspections, analyses, surveys, investigations or reviews, permit applications, supporting submissions, and undertake the due diligence, attendance at meetings of permitting authorities, and related activities at its sole cost and expense and shall be responsible for and pay for any damage to the Subject Property and for any claims made against or injuries incurred by Optionor, its agents, employees, guests and invitees.

5.3. **Restrictions**. During the Option Term, and except with respect to the Spraying Rights and Spraying Infrastructure discussed below, Optionor will not, and will not permit any other person to, construct improvements on the Easement Premises, or use the Easement Premises in a manner that would conflict or interfere with the rights in and to the Easement and Easement Premises contemplated by this Agreement or to be granted pursuant to the Easement Grant, as contemplated by this Agreement.

6. **Exercise of Option; Option Notice**. The Option Holder may exercise its Option by delivering to Optionor, at any time during the Option Term, written notice of exercise of the Option (the "**Option Notice**").

Initials: _____ _____
Hart Solar Partners Optionor

During the 60-day period following delivery of the Option Notice, Option Holder and Optionor shall finalize, execute, and deliver the Easement Grant.

7. **Purchase Price; Closing**. The price payable for the Easement is Seven Thousand Two Hundred Dollars ($7,200) per acre with respect to the Utility Pad Easement Premises and $5.50 per lineal foot of the Collection Line Easement of the Easement Premises on which Option Holder exercises its Option (the "**Purchase Price**"). Calculation of the Utility Pad Easement area shall be rounded upward to the nearest surveyed 1/4 acre, provided that the Purchase Price shall not be less than Forty Thousand ($40,000). The Purchase Price shall be paid to Optionor in immediately available funds upon grant of the Easement and execution and delivery of the Easement Grant (the "**Closing**").

8. **Recording; Transfer Tax; Other Closing Matters**. Option Holder shall record the Easement Grant and will pay, when due, all State and county real estate transfer taxes, recording fees and other fees that are payable or that arise as a result of the grant of the Easement pursuant to the Easement Grant at Closing. At Closing, in addition to the Easement Grant, the Parties will cooperate and provide such reasonably available agreements, instruments, certificates, and documents, including tax forms, as may be requested by Option Holder or its lenders or title insurance company to provide title insurance coverage for the Easement.

9. **Existing Spraying Infrastructure and Location**. Optionor has advised Option Holder that an effluent spraying system ("**Spray Infrastructure**") is installed on portions of the Subject Property. As soon as possible after the Effective Date, Optionor will provide to Option Holder information about the Spray Infrastructure, including location of the Spray Infrastructure on the Subject Property. During the Option Term and at all times the Easement is in effect, Option Holder shall not injure or interfere with the Spray Infrastructure. To the extent the Option Holder's use or operations near or on the Easement Premises (including activities of Option Holder's guests, contractors, agents, employees or other associated parties) damages, interrupts or destroys the function of the Spray Infrastructure on the Easement Premises or Subject Property, Option Holder hereby indemnifies and holds Optionor harmless and at Optionor's direction, shall pay for, repair or replace the Spray Infrastructure to restore functionality of the Spray Infrastructure on the Subject Property and Easement Premises, including relocation or reconfiguration of Spray Infrastructure components as may be necessary. Option Holder shall also pay for all associated losses and expenses incurred by Optionor as a result of such injury, interference or damages, including crop damages and expert and attorney fees incurred by Optionor and by its employees, guests, agents, contractors and invitees.

10. **No Interference with Spray Operations**. Optionor has advised Option Holder that it is required to conduct effluent spraying operations ("**Spray Operations**") in compliance with the requirements of the Michigan Department of Environment, Great Lakes, and Energy ("**EGLE**"). As soon as possible after the Effective Date, Optionor will provide to Option Holder information about the Spray Operations, including a tentative schedule of Spray Operations and EGLE requirements. Option Holder's operations on and use of the Easement Premises shall not interfere with Spraying Operations. Option Holder shall coordinate the timing of any activities on the Easement Premises with the Optionor. To the extent allowable by the requirements of EGLE, when requested by Option Holder, Optionor will make reasonable efforts to schedule Spray Operations in a manner that would allow the Option Holder to conduct activities on the Easement Premises. Optionor shall seek to cooperate with Option Holder and coordinate its Spray Operations when necessary to allow Option Holder to respond to an emergency on the Easement Premises

Initials: _____ _____
Hart Solar Partners Optionor

or to make all required repairs to restore operations of the Solar Plant or delivery of electricity in the event of damage, failure or required maintenance of Option Holder's utilities. However, notwithstanding anything to the contrary in this Amendment or the Option Agreements, the Option Holder shall not restrict, and shall have no right in any instance, to impede, interrupt or prevent Optionor from conducting required Spray Operations in a manner that complies with EGLE requirements and Option Holder shall be responsible for and shall pay Optionor for all injuries, damages, losses, including crop damages, expert fees and attorney fees incurred by Optionor as a result of Option Holder's operations hereunder or its interference with Spray Operations.

11. **Compensation for Damage to Crops During the Option Term**. During the Option Term and while the Easement is in effect, Option Holder will use commercially reasonable efforts to avoid injury to, or interference with growing crops, while conducting investigation and diligence described in this Agreement. If the Option Holder (or any Option Holder agent) damages said crops, the Option Holder shall compensate the Optionor for such damage, in an amount equal to the lost crop yield for the damaged area multiplied by the then-prevailing commodity price for the crop. The Option Holder shall submit historical yield evidence of the impacted field, a reasonable and justifiable market commodity price for the damaged crop, and a sketch with measurements of the area of the crop damage.

12. **Optionor's Title**. Optionor represents to Option Holder that Optionor is the sole owner of the Subject Property in fee simple, free and clear of liens, encumbrances, and restrictions, except for liens, encumbrances, and restrictions that do not and will not interfere with or impair the rights of Option Holder under this Agreement or pursuant to the Easement. Optionor has all requisite power and authority to execute and deliver this Agreement and the Easement Grant, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Optionor of this Agreement, and the performance by Optionor of its obligations hereunder, have been duly and validly authorized by all necessary action on the part of such Optionor.

13. **Notices**. Any notices or communication required or contemplated in this Agreement shall be made in writing and transmitted electronically, in person, via national overnight courier or by receipt-acknowledged U.S. mail, addressed as follows:

Optionor:

Name: City of Hart

Mailing Address: 407 State St. Hart, MI 49420

Email Address: _____

Phone Number: 231-873-2488

Option Holder:

Attention: Hart Solar Partners, LLC, c/o EDF Renewables Distributed Solutions

Mailing Address: 9175 Guilford Road, Suite 202, Columbia, MD 21046

Email Address: _____

Phone Number: 518-530-6990

Initials: _____ _____
Hart Solar Partners Optionor

14. **Miscellaneous**. (A) This Agreement will be governed by the laws of the State of Michigan. (B) During the Option Term, any conveyance by Optionor of the Subject Property or Easement Premises shall be subject to this Agreement.

15. **Memorandum of Option**. Optionor and Option Holder have previously executed memorandum of option agreements for real property in Hart Township, Michigan, identified as tax parcels 007-022-100-05, 007-022-I00-06, 007-022-200-01, 007-022-200-02, 007-015-400-07 (lines), and 007-015-400-07 (pads). A memorandum of option has not been executed for tax parcel 007-022-200-03. Simultaneously with execution and delivery of this Agreement, Optionor and Option Holder are executing and delivering a replacement memorandum of option agreement covering the applicable portions of the parcels named and portions of tax parcel 007-022-200-03. The memorandum is attached as **Exhibit B** ("**Memorandum of Option**"). At Option Holder's cost, Option Holder may record the Memorandum of Option in the real property records where the Subject Property is located.

IN WITNESS WHEREOF, and intending to be bound in accordance with this Agreement, Optionor and Option Holder are executing and delivering this Agreement as of the Effective Date.

CITY OF HART

By:_____

Name:_____

Title:_____

Duly Authorized

HART SOLAR PARTNERS, LLC

By: EDF Renewables Distributed Solutions, Inc., Manager

By:_____

Name:_____

Title:_____

Duly Authorized

Initials: _____ _____
Hart Solar Partners Optionor

EXHIBIT A

Subject Property and Easement Premises

Approximate location of the Collection Line Easement Premises are shown by the dark blue lines.

Approximate location of the Utility Pad Easement Premises are shown by the yellow rectangles.



EXHIBIT B

MEMORANDUM OF EASEMENT PURCHASE OPTION

MEMORANDUM OF EASEMENT PURCHASE OPTION AGREEMENT

Prepared by and return to:

Scott Hesser
Real Estate and Development Counsel
EDF Renewables Distributed Solutions, Inc.
5 Commerce Avenue
West Lebanon, New Hampshire, 03784

THIS MEMORANDUM OF EASEMENT PURCHASE OPTION AGREEMENT ("Memorandum of Option") is made this _____ day of _____, by and between the City of Hart (the "Optionor"), having an address of 407 State St. Hart, MI 49420, and Hart Solar Partners, LLC, a Delaware limited liability company, and its successors and assigns ("Option Holder"), having an address of 9175 Guilford Road, Suite 202, Columbia, MD 21046, who agree as follows:

1. **Original Agreement**. Optionor and Option Holder have entered into a certain Easement Purchase Option Agreement (the "Agreement") dated _____ (the "Effective Date"), whereby Optionor has granted to Option Holder an exclusive option to purchase and acquire a non-exclusive, perpetual, general purpose access and utility easement over, under, and across certain real property located at W. Polk Rd. Hart, Oceana County, Michigan, having a tax parcel identification number of 007-022-200-03, and more particularly described or depicted on the attached Exhibit A.

2. **Term**. The option rights of the Option Holder may be exercised on or before December 31, 2021.

3. **Purpose of Memorandum of Option**. This Memorandum of Option has been executed and delivered by the parties for the purpose of recording and giving notice of the Option rights in accordance with the terms, covenants and conditions of the Agreement. The terms and conditions of the Agreement are incorporated by reference into this Memorandum of Option as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Agreement and this Memorandum of Option, the Agreement will control.

Real estate transfer tax exempt. County MCL 207.505(e) and State MCL 207.526(e)

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Easement Purchase Option to be effective as of the date first set forth above.

Optionor

CITY OF HART

By: _____

Name: _____

Title: _____

Duly Authorized

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____.

_____

Notary Public

My commission expires:

[Option Holder Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Easement Purchase Option to be effective as of the date first set forth above.

Option Holder

HART SOLAR PARTNERS, LLC

By: EDF Renewables Distributed Solutions, Inc., Manager

By: _____

Name: _____

Title: _____

Duly Authorized

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ acting as _____ of EDF Renewables Distributed Solutions, Inc., a Delaware corporation.

_____

Notary Public

My commission expires:

EXHIBIT A

Real property located at W. Polk Rd., Hart, Oceana County, Michigan, having a tax parcel identification number of 007-022-200-03, and more particularly described as:

The SE ¼ of NE ¼ of Section 22, Township 15 N, Range 17 W.

AMENDED AND RESTATED EASEMENT PURCHASE OPTION AGREEMENT

This Amended and Restated Easement Purchase Option Agreement ("**Agreement**") is entered into as of _____ _____ (the "**Effective Date**"), by and between City of Hart ("**Optionor**") and Hart Solar Partners, LLC, a Delaware limited liability company ("**Option Holder**"). Optionor and Option Holder may collectively be referred to as the "**Parties.**" The Parties agree as follows:

1. **Status of Agreement**. This Agreement supersedes and replaces the prior six Easement Purchase Option Agreements between the Parties and dated June 28, 2018, for real property in Hart Township, Michigan, identified as tax parcels 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-015-400-07 (lines), and 007-015-400-07 (pads).

2. **Subject Property; Solar Plant**. Optionor is the owner of the real property and associated rights located at W. Polk Rd. Hart, Oceana County, Michigan, having tax parcel identification numbers 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-022-200-03, and 007-015-400-07, and more particularly described in the attached **Exhibit A** (the "**Subject Properties**"). Option Holder will develop, install, interconnect, operate, maintain, repair, and remove a solar, photovoltaic electricity generation facility, including related interconnection facilities (the "**Solar Plant**") on one or more parcels of real property or easement areas (collectively, the "**Plant Site**") used for the Solar Plant in and around Hart, Oceana County, Michigan.

3. **Option for Easement**. Optionor hereby grants to the Option Holder an ~~exclusive~~ option ("**Option**") to purchase and acquire from Optionor a *non-exclusive*, perpetual, general purpose access and utility easement ("**Collection Line Easement**") over, under and across the "**Collection Line Easement Premises**" on the Subject Property, which Collection Line Easement Premises shall consist of a 30 foot wide strip of land, the centerline of which is described or depicted on **Exhibit A (if additional width is required, at specific locations, Option Holder may notify Optionor and acquire such additional width on a similar cost basis)**, and an *exclusive*, perpetual, general purpose access and utility easement ("**Utility Pad Easement**") over, under and across the "**Utility Pad Easement Premises**" on real property identified as tax parcel 007-015-400-07, which Utility Pad Easement Premises ~~is described or~~shall be located within the two approximately 1/2 acre parcels depicted on **Exhibit A.** The Collection Line Easement and the Utility Pad Easement are hereafter referred to collectively as the "**Easement**" and the Collection Line Easement Premises and the Utility Pad Easement Premises are hereafter referred to as the Easement Premises. The Easement shall be for ~~free, unobstructed, and unrestricted:~~ (a) vehicular and pedestrian ingress, egress, and access upon and over the Easement Premises to and from the Plant Site adjacent to the Easement Premises, and, if described or depicted on **Exhibit A**, to or from a public right of way; (b) the right to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution utilities consisting of one-line or three-phase towers, pole structures, poles, or any combination of same, with wires, cables, conduits, cross-arms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices, and similar (collectively, "**Utilities**") above, below, on, or within the Easement Premises; (c) interconnection of any such Utilities to the Solar Plant; and (d) right to trim, remove, or otherwise control all trees, brush, and vegetative growth that would reasonably interfere with safe and efficient functioning of the Utilities (items (a) through (d) collectively, the "**Easement Purposes**"). The Utility Pad Easement shall also include the right to construct, operate, maintain, repair, inspect, replace~~,~~ and improve~~, enlarge~~ concrete pads, gravel pads, small enclosed structures, and fencing in compliance with applicable zoning ordinances

Initials: _____ _____
Hart Solar Partners Optionor

and other regulations. ~~and~~ sSuch rights shall also be considered part of the Easement Purposes. The Easement area will be no larger than is required to achieve the Easement Purposes, with the boundary of the Easement Premises to be more precisely identified by survey prior to the exercise of the Option. The Easement will include the right of Optionor to grant rights in and to the Easement and Easement Premises to any utility or other person that owns or controls Utilities facilities located in the Easement Premises. The Option Holder may exercise the Option on all or a portion of the Easement Premises as shown or depicted on Exhibit A.

4. **Option Payments**. Optionor and Option Holder acknowledge that Option Holder has paid to Optionor non-refundable "**Option Payments**" totaling Six Thousand Dollars ($6,000) and that such Option Payments and the mutual covenants set forth in this Agreement are sufficient consideration. Upon grant of the Easement, the Option Payments shall not be applied as a credit to the "**Purchase Price**" (defined below).

5. **Option Term**.

5.1. **Duration**. The Option shall be effective during the period ("**Option Term**") beginning the Effective Date and ending on the earliest of: (A) **December 31, 2021**; (B) the date the Optionor and the Option Holder execute and deliver a written, recordable instrument of conveyance of the Easement in form consistent with the terms of this Agreement and agreed by the Parties (the "**Easement ~~Deed~~Grant**"); or (C) 60 days after the delivery by one Party to the other of a written notice of breach of this Agreement, unless the receiving Party cures the breach that is the subject of such notice within such 60-day period.

5.2. **Due Diligence; Permitting**. Optionor grants to Option Holder and its employees, consultants, agents, and subcontractors, during the Option Term at reasonable times and upon reasonable notice, access to the ~~Subject Property, including the~~ Easement Premises, for the purpose of conducting such investigation and diligence of the ~~Subject Property, including the~~ Easement Premises, as Option Holder deems necessary, including, but not limited to, inspections, structural analysis, surveys, geotechnical testing, and inspection, review, and testing to determine environmental conditions. All tests, inspections, analyses, surveys, inspections, investigations or reviews shall be conducted by parties qualified and, where applicable, licensed to conduct such tests, inspections, analyses, surveys, inspections, or reviews. In addition, during the Option Term, at Option Holder's cost and expense, Optionor, will execute, deliver, file, and submit permit applications for, and will provide commercially reasonable cooperation to Option Holder with respect to the procurement of, permits and approvals from governmental authorities or local utilities necessary or appropriate to Option Holder's proposed use of the Easement Premises. Option Holder shall pay the costs of all tests, inspections, analyses, surveys, investigations or reviews, permit applications, supporting submissions, and undertake the due diligence, attendance at meetings of permitting authorities, and related activities at its sole cost and expense and shall be responsible for and pay for any damage to the Subject Property and for any claims made against or injuries incurred by Optionor, its agents, employees, guests and invitees.

5.3. **Restrictions**. During the Option Term, and except with respect to the Spraying Rights and Spraying Infrastructure discussed below, Optionor will not, and will not permit any other person to, construct improvements on the Easement Premises, or use the Easement Premises ~~or Subject Property~~ in a manner that would conflict or interfere with the rights in and to the Easement and Easement Premises

Initials: _____ _____
Hart Solar Partners Optionor

contemplated by this Agreement or to be granted pursuant to the Easement ~~Deed~~ Grant, as contemplated by this Agreement.

6. **Exercise of Option; Option Notice**. The Option Holder may exercise its Option by delivering to Optionor, at any time during the Option Term, written notice of exercise of the Option (the "**Option Notice**"). During the 60-day period following delivery of the Option Notice, Option Holder and Optionor shall ~~endeavor in good faith to negotiate the terms of,~~ finalize, execute, and deliver the Easement ~~Deed~~ Grant.

7. **Purchase Price; Closing**. The price payable for the Easement is Seven Thousand Two Hundred Dollars ($7,200) per acre with respect to the Utility Pad Easement Premises and $5.50 per lineal foot of the Collection Line Easement of the Easement Premises on which Option Holder exercises its Option (the "**Purchase Price**"). Calculation of the Utility Pad Easement area shall be rounded upward to the nearest surveyed ~~1/100th of an~~1/4 acre ~~(the "Purchase Price")~~, provided that the Purchase Price shall not be less than Forty Thousand ($40,000). The Purchase Price~~, less the Option Payment,~~ shall be paid to Optionor in immediately available funds upon grant of the Easement and execution and delivery of the Easement ~~Deed~~Grant (the "**Closing**").

8. **Recording; Transfer Tax; Other Closing Matters**. Option Holder shall record the Easement ~~Deed~~Grant and will pay, when due, all State and county real estate transfer taxes, recording fees and other fees that are payable or that arise as a result of the grant of the Easement pursuant to the Easement ~~Deed~~Grant at Closing. At Closing, in addition to the Easement ~~Deed~~Grant, the Parties will ~~execute and deliver such other~~cooperate and provide such reasonably available agreements, instruments, certificates, and documents, including tax forms, as may be ~~required in~~requested by Option Holder~~'s reasonable discretion, or as may be reasonably required by Option Holder's~~ or its lenders or ~~by Option Holder's~~ title insurance company to provide title insurance coverage for the Easement.

9. **Existing Spraying Infrastructure and Location**. Optionor has advised Option Holder that an effluent spraying system ("**Spray Infrastructure**") is installed on portions of the Subject Property. As soon as possible after the Effective Date, Optionor will provide to Option Holder information about the Spray Infrastructure, including location of the Spray Infrastructure on the Subject Property. During the Option Term and at all times the Easement is in effect, Option Holder shall not injure or interfere with the Spray Infrastructure. To the extent the Option Holder's use or operations near or on the Easement Premises (including activities of Option Holder's guests, contractors, agents, employees or other associated parties) damages, interrupts or destroys the function of the Spray Infrastructure on the Easement Premises or Subject Property, Option Holder hereby indemnifies and holds Optionor harmless and at Optionor's direction, shall pay for, repair or replace the Spray Infrastructure to restore functionality of the Spray Infrastructure on the Subject Property and Easement Premises, including relocation or reconfiguration of Spray Infrastructure components as may be necessary. Option Holder shall also pay for all associated losses and expenses incurred by Optionor as a result of such injury, interference or damages, including crop damages and expert and attorney fees incurred by Optionor and by its employees, guests, agents, contractors and invitees.

10. **No Interference with Spray Operations**. Optionor has advised Option Holder that it is required to conduct effluent spraying operations ("**Spray Operations**") in compliance with the requirements of the Michigan Department of Environment, Great Lakes, and Energy ("**EGLE**"). As soon as possible after the Effective Date, Optionor will provide to Option Holder information about the Spray Operations, including ~~the~~a tentative schedule of Spray Operations and EGLE requirements. Option Holder's operations on and

Initials: _____ _____
Hart Solar Partners Optionor

use of the Easement Premises shall not interfere with Spraying Operations. Option Holder shall coordinate the timing of any activities on the Easement Premises with the ~~Option Holder~~Optionor. To the extent allowable by the requirements of EGLE, when requested by Option Holder, Optionor will make reasonable efforts to schedule Spray Operations in a manner that would allow the Option Holder to conduct activities on the Easement Premises. Optionor shall seek to cooperate with Option Holder and coordinate its Spray Operations when necessary to allow Option Holder to respond to an emergency on the Easement Premises or to make all required repairs to restore operations of the Solar Plant or delivery of electricity in the event of damage, failure or required maintenance of Option Holder's utilities. However, notwithstanding anything to the contrary in this Amendment or the Option Agreements, the Option Holder shall not restrict, and shall have no right in any instance, to impede, interrupt or prevent Optionor from conducting required Spray Operations in a manner that complies with EGLE requirements and Option Holder shall be responsible for and shall pay Optionor for all injuries, damages, losses, including crop damages, expert fees and attorney fees incurred by Optionor as a result of Option Holder's operations hereunder or its interference with Spray Operations.

11. **Compensation for Damage to Crops During the Option Term**. ~~Between April 1 and October 31 of any calendar year d~~During the Option Term and while the Easement is in effect, ~~and if crops are present on the Subject Property,~~ Option Holder will use commercially reasonable efforts to avoid injury to, or interference with ~~said~~growing crops, while conducting investigation and diligence described in this Agreement. ~~However, i~~If the Option Holder (or any Option Holder agent) damages said crops, the Option Holder shall compensate the Optionor for such damage, in an amount equal to the lost crop yield for the damaged area multiplied by the then-prevailing commodity price for the crop. The Option Holder shall submit historical yield evidence of the impacted field, a reasonable and justifiable market commodity price for the damaged crop, and a sketch with measurements of the area of the crop damage.

12. **Optionor's Title**. Optionor represents ~~and warrants~~ to Option Holder that Optionor is the sole owner of the Subject Property in fee simple, free and clear of liens, encumbrances, and restrictions, except for liens, encumbrances, and restrictions that do not and will not interfere with or impair the rights of Option Holder under this Agreement or pursuant to the Easement. Optionor has all requisite power and authority to execute and deliver this Agreement and the Easement ~~Deed~~Grant, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Optionor of this Agreement, and the performance by Optionor of its obligations hereunder, have been duly and validly authorized by all necessary action on the part of such Optionor.

13. **Notices**. Any notices or communication required or contemplated in this Agreement shall be made in writing and transmitted electronically, in person, via national overnight courier or by receipt-acknowledged U.S. mail, addressed as follows:

Optionor:

Name: City of Hart

Mailing Address: 407 State St. Hart, MI 49420

Email Address: _____

Phone Number: 231-873-2488

Initials: _____ _____
Hart Solar Partners Optionor

Option Holder:

Attention: Hart Solar Partners, LLC, c/o EDF Renewables Distributed Solutions

Mailing Address: 9175 Guilford Road, Suite 202, Columbia, MD 21046

Email Address: _____

Phone Number: 518-530-6990

14. **Miscellaneous**. (A) This Agreement will be governed by the laws of the State of Michigan~~, excluding its conflicts of laws principles~~. (B) During the Option Term, ~~the~~any conveyance by Optionor ~~will not alienate~~ of the Subject Property or Easement Premises ~~in whole or in part~~shall be subject to this Agreement.

15. **Memorandum of Option**. Optionor and Option Holder have previously executed memorandum of option agreements for real property in Hart Township, Michigan, identified as tax parcels 007-022-100-05, 007-022-100-06, 007-022-200-01, 007-022-200-02, 007-015-400-07 (lines), and 007-015-400-07 (pads). A memorandum of option has not been executed for tax parcel 007-022-200-03. Simultaneously with execution and delivery of this Agreement, Optionor and Option Holder are executing and delivering ~~the~~a replacement memorandum of option agreement ~~for~~covering the applicable portions of the parcels named and portions of tax parcel 007-022-200-03~~,~~. The memorandum is attached as **Exhibit B** ("**Memorandum of Option**"). At Option Holder's cost, Option Holder may record the Memorandum of Option in the real property records where the Subject Property is located.

IN WITNESS WHEREOF, and intending to be bound in accordance with this Agreement, Optionor and Option Holder are executing and delivering this Agreement as of the Effective Date.

CITY OF HART

By:_____

Name:_____

Title:_____

Duly Authorized

HART SOLAR PARTNERS, LLC

By: EDF Renewables Distributed Solutions, Inc., Manager

By:_____

Name:_____

Title:_____

Duly Authorized

Initials: _____ _____
Hart Solar Partners Optionor

EXHIBIT A

Subject Property and Easement Premises

Approximate location of the Collection Line Easement Premises are shown by the dark blue lines.

Approximate location of the Utility Pad Easement Premises are shown by the yellow rectangles.



EXHIBIT B

MEMORANDUM OF EASEMENT PURCHASE OPTION

MEMORANDUM OF EASEMENT PURCHASE OPTION AGREEMENT

Prepared by and return to:

Scott Hesser
Real Estate and Development Counsel
EDF Renewables Distributed Solutions, Inc.
5 Commerce Avenue
West Lebanon, New Hampshire, 03784

THIS MEMORANDUM OF EASEMENT PURCHASE OPTION AGREEMENT ("Memorandum of Option") is made this _____ day of _____, by and between the City of Hart (the "Optionor"), having an address of 407 State St. Hart, MI 49420, and Hart Solar Partners, LLC, a Delaware limited liability company, and its successors and assigns ("Option Holder"), having an address of 9175 Guilford Road, Suite 202, Columbia, MD 21046, who agree as follows:

1. **Original Agreement**. Optionor and Option Holder have entered into a certain Easement Purchase Option Agreement (the "Agreement") dated _____ (the "Effective Date"), whereby Optionor has granted to Option Holder an exclusive option to purchase and acquire a non-exclusive, perpetual, general purpose access and utility easement over, under, and across certain real property located at W. Polk Rd. Hart, Oceana County, Michigan, having a tax parcel identification number of 007-022-200-03, and more particularly described or depicted on the attached Exhibit A.

2. **Term**. The option rights of the Option Holder may be exercised on or before December 31, 2021.

3. **Purpose of Memorandum of Option**. This Memorandum of Option has been executed and delivered by the parties for the purpose of recording and giving notice of the Option rights in accordance with the terms, covenants and conditions of the Agreement. The terms and conditions of the Agreement are incorporated by reference into this Memorandum of Option as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Agreement and this Memorandum of Option, the Agreement will control.

Real estate transfer tax exempt. County MCL 207.505(e) and State MCL 207.526(e)

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Easement Purchase Option to be effective as of the date first set forth above.

Optionor

CITY OF HART

By: _____

Name: _____

Title: _____

Duly Authorized

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018~~9~~, by _____.

_____

Notary Public

My commission expires:

[Option Holder Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of ~~Lease~~Easement Purchase Option to be effective as of the date first set forth above.

Option Holder

HART SOLAR PARTNERS, LLC

By: EDF Renewables Distributed Solutions, Inc., Manager

By: _____

Name: _____

Title: _____

Duly Authorized

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201~~8~~9, by _____ acting as _____ of EDF Renewables Distributed Solutions, Inc., a Delaware corporation.

_____

Notary Public

My commission expires:

EXHIBIT A

Real property located at W. Polk Rd., Hart, Oceana County, Michigan, having a tax parcel identification number of 007-022-200-03, and more particularly described as:

The SE ¼ of NE ¼ of Section 22, Township 15 N, Range 17 W.

10.C

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 8/8/19

Re: Resolution 19-48 Authorize renewal of Assessing Agreement with Oceana County

---

In the Fall of 2018, the City began contraction with Oceana County to provide assessing services for the City following the retirement of Jim Pease. This agreement has enabled the City to maintain the required assessing services for the City with a reduction in the short term and long term costs.

The agreement is deemed by the Council to be in the best interest of the City is due to be renewed for the 2019-2020 year. The renewal contract amount is $32,640 annually to be paid in quarterly installments beginning on September 1, 2019.

It is my recommendation that the Council adopts Resolution 19-48 authorizing the renewal of the Assessing Agreement with Oceana County.

Lynne

RESOLUTION 19-48
Hart City Council
City of Hart, Michigan

AUTHORIZING THE RENEWAL AGREEMENT FOR ASSESSING SERVICES WITH OCEANA COUNTY

WHEREAS, the City of Hart is responsible for the evaluation and assessment of property parcels for the valuation and determination of the equalized valuation; and

WHEREAS, the City entered into an agreement with Oceana County to provide Assessing Services for the City of Hart in 2018; and

WHEREAS, both the City and Oceana County are interested in renewing the agreement for 2019-2020; and

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Acknowledges that contracting with Oceana County Equalization been a positive and cost-effective way to provide equalization and assessing services, and

Agrees to the renewal agreement providing services to the City for an annual amount of $32,640 to be paid quarterly beginning September 1, 2019; and

Authorizes and directs the Mayor and City Clerk to sign the agreed-upon contract with Oceana County Equalization.

Moved by _____ supported by _____ and thereafter adopted by the Hart City Council at a regular council meeting held on August 13, 2019.

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

AGREEMENT BETWEEN THE CITY OF HART
AND
OCEANA COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT, entered into as of the **1st** day of **September 2019** between the City of Hart a municipal corporation, by its City Council, hereinafter referred to as "The Municipality", and the County of Oceana, by its Board of Commissioners, hereinafter referred to as the "County", is as follows:

PURPOSE

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, and in-lieu-of tax agreements within the Corporate limits of The Municipality pursuant to Public Act No. 160 of 1972.

TERM AND TERMINATION

The agreement shall commence September 1, 2019, and terminate August 30, 2020, provided that either party may terminate the Agreement on July 1 of each year upon thirty (30) days prior written notice. The notice shall be sent by certified mail to the County Equalization Director if terminated by The Municipality. The notice shall be sent by certified mail to the City Manager if terminated by the County.

I. The County agrees to perform the following services and provide the materials set forth herein:

A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of The Municipality, and to process all assessable personal property that is in such Municipality, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of The Municipality's Board of Review and the process of state equalization as determined by the State Tax Commission.

B. **Qualified Staff** - All County employees and/or subcontractors engaged in the performance of this Agreement shall be professional in manner and appearance and be trained in property appraisal techniques. The assessor

shall be certified by the State Tax Commission, as required for The Municipality's size and State Equalized Value.

C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.

D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer, and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point "M" of this agreement.

E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.

F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of The Municipality when delivered.

G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County Staff will be assigned by the Equalization Director to report at the designated Municipal Building to conduct their duties, interact with Municipal Staff, attend meetings, and promote community relations. The Municipality will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with County information protocols and standards.

When systems or resources are scheduled to be shut down, notice shall be relayed in advance to the County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed on the computer equipment owned by the County by representatives of The Municipality should be coordinated with a representative of the Information Systems Department of the County to avert conflicts in configuration and application issues.

H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, as well as distribute personal property statements and other official forms.

I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for The Municipality in a timely manner.

J. **Board of Review** - County Staff, will advise and assist The Municipality's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.

K. **Appeals** - The County Equalization Director, or designated representative, shall represent the Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by The Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent the Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be $250.00 per hour for preparation, appearance, and travel after the termination of the agreement.

L. **Computerized Appraisals and Information Technology** – The County will provide staff, equipment, and software to maintain electronic property records using a computer-assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County.

All property information shall adhere to the requirements of the County-Wide Area Network and its specifications. The records will be utilized for annual valuation updates. The County may request the assistance of a designated staff of The Municipality to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with applicable General Property Tax Law requirements. The computer-assisted mass appraisal system and its attributes shall become the property of The Municipality upon the termination of this agreement.

Additionally, the County and The Municipality shall participate in an electronic building permit system that will transfer such data to the computer-aided assessment administration system without modification or hesitation. The system and its attributes shall be mutually determined.

M. **Geographical Information Systems** – The County and The Municipality may implement a geographical information system. The County and The Municipality will share whatever information is created, collected, maintained, and utilized.

N. **Special Assessments**- Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by the County when formally requested. The fee shall be $100.00 per hour.

II. The County will perform all the above services, subject to costs and expenses set forth, for The Municipality under the terms and conditions below:

A. **Annual Fees** - For each year of this agreement, the annual fee shall be $32,640. The fee shall increase 2% annually on each anniversary date of the contract.

B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing September 1 of each year of this agreement.

C. **Relationship of the Parties** – The parties acknowledge that the agreement between the County and The Municipality is one of an independent contractor. Neither of the parties should represent that an employment relationship is created or exists regarding the employees of the other. This independent contractor relationship shall be given its full scope and intent, including without limitation as it pertains to liability, wages, benefits, and taxation.

ACKNOWLEDGEMENTS

City of Hart:

By: _____
Ron LaPorte
Its: Mayor

By: _____
Cheryl Rabe
Its: Clerk

Approved as to Form:

_____
_____, City Attorney

County of Oceana:

By: _____
Denny Powers
Its: Chairman Board of Commissioners

By: _____
Amy L. Anderson
Its: Clerk

10d

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 8/8/19

Re: Resolution 19-49 Accepting Bids and Award Contract for the Lincoln St project

---

With the assistance of Prein and Newhoff, the City has successfully bid the construction project for the water, sewer and street improvement project on Lincoln St. The City received and opened four (4) bids from Contractors ranging from $656,116.25 to $1,082,707.30.

The bid tabulations and recommendation letter from the P & N are attached. The lowest qualified bidder for the project is Hallack Contracting at $656,116.25. This is below the estimated cost of the project and is a project that is included in the FY 2020 budget.

It is my recommendation that the Council adopts Resolution 19-49 accepting the bids and awarding the contract for the Lincoln St. project to Hallack Contracting in the amount of $656,116.25

Lynne

RESOLUTION 19-49
City Council
City of Hart, Michigan

LINCOLN STREET CONSTRUCTION PROJECT

WHEREAS, the City of Hart owns, operates and maintains a municipal water supply and distribution system, municipal wastewater collection system and local public street system; and

WHEREAS, the City collects a property tax levy for the improvement of our local street system, and allocates funds from the water and wastewater system revenues for improvement projects; and

WHEREAS City Engineer Prein&Newhof has prepared plans and specifications for construction of new water main, a new wastewater main, improvements to the portion of Lincoln Street from Dryden to Union and the construction of paved street surface from Union to Griswold and the City invited well-qualified construction contractors to submit bids; and

WHEREAS, on August 6, 2019, the City received four (4) bid for the aforementioned project; and City Engineer Prein&Newhof reviewed the bid and recommends project award to; and

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

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Approves and accepts the bid from Hallock Contracting in the amount of $656,116.25.

Authorizes and directs the City Manager to sign all contract documents for the Lincoln Street Construction Project

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, August 13, 2019.

Ayes Nays Absent

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

_____

Cheri Eisenlohr, Deputy City Clerk

Prein&Newhof

Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

August 7, 2019
2180307

Ms. Lynne Ladner, City Manager
City of Hart
407 S. State Street
Hart, MI 49420

RE: Lincoln Street Reconstruction

Dear Ms. Ladner:

On August 6, 2019, four bids, ranging from $656,116.25 to $$1,082,707.30, were received by the City. A tabulation of the bids is enclosed. Hallack Contracting submitted the low bid in the amount of $656,116.25. Hallack Contracting has successfully completed similar projects designed by Prein&Newhof. Several of these have been constructed in the City of Hart. On this basis we recommend awarding the project to them.

Once the award of the project is approved, please sign the enclosed Notice of Award and return it to us. We will then forward it to Hallack Contracting along with the contract documents for signatures.

If you have any questions, please contact our office.

Sincerely,

Prein&Newhof

Barbara E. Marczak, P.E.

BEM/bem

Enclosures: Bid Tabulation
Notice of Award

c: Brad Whitney, City of Hart

NOTICE OF AWARD

Date of Issuance:	August 13, 2019		
Owner:	City of Hart	Owner's Project No.:	
Engineer:	Prein&Newhof	Engineer's Project No.:	2180307
Project:	Lincoln Street Reconstruction		
Contract Name:			
Bidder:	Hallack Contracting Inc		
Bidder's Address:	4223 W. Polk Road, Hart, MI 49420		

You are notified that Owner has accepted your Bid dated August 6, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Lincoln Street Reconstruction

The Contract Price of the awarded Contract is $656,116.25. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **3** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, *Supplementary Conditions,* Article 6, *and Insurance Specifications.*
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Hart**

By *(signature)*: _____

Name *(printed)*: Lynne Ladner

Title: City Manager

Copy: *Prein&Newhof*

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Prein&Newhof
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3355 Evergreen Dr. NE Grand Rapids, MI 49525
t. (616) 364-8491 f. (616) 364-6955

Bid Tabulation

Owner: City of Hart				1st Hallack Contracting 4223 W Polk Road Hart, MI 49420		2nd White Lake Excavating 2571 Holton Whitehall Rd Whitehall, MI 49461		3rd B&L Excavating 3312 - 12th St Wayland, MI 49348		4th West Michigan Dirtworks 4784 Evanston Ave Muskegon, MI 49442	
Project Title: Lincoln Street Reconstruction											
Bid Date & Time: August 6, 2019 at 2:00 PM		Project #: 2180307									
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	I. General										
1	Mobilization, Max, 10%	1.0	Lsum	$57,500.00	$57,500.00	$70,000.00	$70,000.00	$15,000.00	$15,000.00	$88,206.87	$88,206.87
2	Traffic Control	1.0	Lsum	$12,500.00	$12,500.00	$15,000.00	$15,000.00	$12,000.00	$12,000.00	$8,188.12	$8,188.12
3	Minor Traf Devices	1.0	Lsum	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$112,514.75	$112,514.75
4	Tree, Rem, 24 inch and Less	1.0	Ea	$1,025.00	$1,025.00	$1,500.00	$1,500.00	$700.00	$700.00	$1,119.97	$1,119.97
5	Exploratory Digging	1.0	Lsum	$270.00	$270.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$5,770.40	$5,770.40
6	Erosion Control, Inlet Protection, Fabric Drop	10.0	Ea	$85.00	$850.00	$100.00	$1,000.00	$50.00	$500.00	$115.48	$1,154.80
7	Erosion Control, Silt Fence	100.0	Ft	$1.50	$150.00	$2.00	$200.00	$2.50	$250.00	$1.31	$131.00
			Section I Subtotal:		$77,295.00		$103,700.00		$58,450.00		$217,085.91
	II. Road Reconstruction										
8	Structure, Rem	14.0	Ea	$385.00	$5,390.00	$350.00	$4,900.00	$600.00	$8,400.00	$515.45	$7,216.30
9	Guardrail, Rem	28.0	Ft	$10.00	$280.00	$10.00	$280.00	$15.00	$420.00	$17.59	$492.52
10	Curb and Gutter Rem	1,745.0	Ft	$2.50	$4,362.50	$4.00	$6,980.00	$10.00	$17,450.00	$3.80	$6,631.00
11	Pavt, Rem	3,270.0	Syd	$4.00	$13,080.00	$5.00	$16,350.00	$3.50	$11,445.00	$4.68	$15,303.60
12	HMA Surface, Rem	2,990.0	Syd	$2.00	$5,980.00	$3.00	$8,970.00	$3.50	$10,465.00	$5.66	$16,923.40
13	Sidewalk, Rem	565.0	Syd	$4.00	$2,260.00	$6.00	$3,390.00	$3.00	$1,695.00	$4.94	$2,791.10

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Bid Tabulation

Owner: City of Hart				1st Hallack Contracting 4223 W Polk Road Hart, MI 49420		2nd White Lake Excavating 2571 Holton Whitehall Rd Whitehall, MI 49461		3rd B&L Excavating 3312 - 12th St Wayland, MI 49348		4th West Michigan Dirtworks 4784 Evanston Ave Muskegon, MI 49442	
Project Title: Lincoln Street Reconstruction											
Bid Date & Time: August 6, 2019 at 2:00 PM		Project #: 2180307									
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
14	Machine Grading, Modified	13.0	Sta	$1,850.00	$24,050.00	$2,000.00	$26,000.00	$1,500.00	$19,500.00	$2,261.61	$29,400.93
15	Aggregate Base, 8 inch, Modified	4,870.0	Syd	$8.95	$43,586.50	$12.00	$58,440.00	$14.00	$68,180.00	$13.00	$63,310.00
16	HMA, 13A	985.0	Ton	$105.00	$103,425.00	$110.00	$108,350.00	$120.00	$118,200.00	$160.11	$157,708.35
17	Driveway, Aggregate	65.0	Syd	$12.00	$780.00	$20.00	$1,300.00	$12.00	$780.00	$14.72	$956.80
18	Driveway, Nonreinf Conc, 6 inch	320.0	Syd	$41.25	$13,200.00	$45.00	$14,400.00	$48.00	$15,360.00	$46.04	$14,732.80
19	Curb and Gutter, Conc. Det F4	2,640.0	Ft	$15.25	$40,260.00	$18.50	$48,840.00	$25.00	$66,000.00	$19.91	$52,562.40
20	Sidewalk, Conc, 4 inch	4,355.0	Sft	$3.95	$17,202.25	$4.25	$18,508.75	$3.75	$16,331.25	$4.04	$17,594.20
21	Sidewalk, Conc, 6 inch	690.0	Sft	$5.25	$3,622.50	$6.00	$4,140.00	$4.50	$3,105.00	$4.98	$3,436.20
22	Sidewalk Ramp, Conc, 6 inch	830.0	Sft	$5.25	$4,357.50	$6.00	$4,980.00	$9.00	$7,470.00	$6.84	$5,677.20
23	Detectable Warning Surface	105.0	Ft	$40.50	$4,252.50	$50.00	$5,250.00	$70.00	$7,350.00	$37.33	$3,919.65
24	HMA Road Remove and Replace	110.0	Syd	$72.50	$7,975.00	$50.00	$5,500.00	$130.00	$14,300.00	$186.66	$20,532.60
25	Pavt Mrkg, Waterborne, 6 inch, White Crosswalk	700.0	Ft	$1.00	$700.00	$3.00	$2,100.00	$3.00	$2,100.00	$2.49	$1,743.00
26	Sign, Type IIIB	80.0	Sft	$28.50	$2,280.00	$25.00	$2,000.00	$26.00	$2,080.00	$29.87	$2,389.60
27	Post, Steel, 3 LB	255.0	Ft	$5.00	$1,275.00	$10.00	$2,550.00	$8.00	$2,040.00	$16.18	$4,125.90
28	Turf Restoration	13.0	Sta	$1,450.00	$18,850.00	$200.00	$2,600.00	$400.00	$5,200.00	$4,021.42	$52,278.46
			Section II Subtotal:		$317,168.75		$345,828.75		$397,871.25		$479,726.01

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Bid Tabulation

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Project Title: Lincoln Street Reconstruction											
Bid Date & Time: August 6, 2019 at 2:00 PM	Project #: 2180307										
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	III. Storm Sewer										
29	Sewer Rem, 24 inch and Less	300.0	Ft	$5.50	$1,650.00	$10.00	$3,000.00	$18.00	$5,400.00	$9.10	$2,730.00
30	Sewer, Cl E, 6 inch, Tr Det B	10.0	Ft	$45.00	$450.00	$50.00	$500.00	$28.00	$280.00	$49.80	$498.00
31	Sewer, Cl E, 12 inch, Tr Det B	300.0	Ft	$28.50	$8,550.00	$45.00	$13,500.00	$40.00	$12,000.00	$48.97	$14,691.00
32	Sewer, Cl E, 24 inch, Tr Det B	20.0	Ft	$55.00	$1,100.00	$66.00	$1,320.00	$60.00	$1,200.00	$64.23	$1,284.60
33	Sewer, Connect to Ex. 6"	1.0	Ea	$285.00	$285.00	$300.00	$300.00	$1,500.00	$1,500.00	$284.21	$284.21
34	Sewer, Connect to Ex. 12"	1.0	Ea	$325.00	$325.00	$600.00	$600.00	$2,500.00	$2,500.00	$315.87	$315.87
35	Sewer, Connect to Ex. 24"	2.0	Ea	$450.00	$900.00	$800.00	$1,600.00	$3,500.00	$7,000.00	$796.62	$1,593.24
36	Dr Structure, Tap, 12"	2.0	Ea	$285.00	$570.00	$500.00	$1,000.00	$1,500.00	$3,000.00	$511.85	$1,023.70
37	Dr Structure, 48 inch Dia	9.0	Ea	$1,500.00	$13,500.00	$1,600.00	$14,400.00	$1,800.00	$16,200.00	$2,120.87	$19,087.83
38	Dr Structure, 60 inch Dia	1.0	Ea	$2,425.00	$2,425.00	$3,500.00	$3,500.00	$4,500.00	$4,500.00	$2,925.50	$2,925.50
39	Dr Structure Cover, Type B	2.0	Ea	$785.00	$1,570.00	$750.00	$1,500.00	$750.00	$1,500.00	$777.05	$1,554.10
40	Dr Structure Cover, Type K	9.0	Ea	$950.00	$8,550.00	$1,000.00	$9,000.00	$700.00	$6,300.00	$968.31	$8,714.79
41	Dr Structure Cover Adj, Case 2	1.0	Ea	$400.00	$400.00	$600.00	$600.00	$200.00	$200.00	$475.28	$475.28
			Section III Subtotal:		$40,275.00		$50,820.00		$61,580.00		$55,178.12

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Bid Tabulation

Owner: City of Hart				1st Hallack Contracting 4223 W Polk Road Hart, MI 49420		2nd White Lake Excavating 2571 Holton Whitehall Rd Whitehall, MI 49461		3rd B&L Excavating 3312 - 12th St Wayland, MI 49348		4th West Michigan Dirtworks 4784 Evanston Ave Muskegon, MI 49442	
Project Title: Lincoln Street Reconstruction											
Bid Date & Time: August 6, 2019 at 2:00 PM		Project #: 2180307									
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	IV. Sanitary Sewer										
42	Sanitary Sewer, 8", Tr Det B	365.0	Ft	$30.00	$10,950.00	$50.00	$18,250.00	$60.00	$21,900.00	$107.68	$39,303.20
43	Sanitary Sewer, 12", Tr Det B	390.0	Ft	$35.00	$13,650.00	$55.00	$21,450.00	$70.00	$27,300.00	$118.08	$46,051.20
44	Sanitary Sewer, 18", Tr Det B	130.0	Ft	$52.50	$6,825.00	$80.00	$10,400.00	$82.00	$10,660.00	$132.58	$17,235.40
45	Sanitary Manhole, 48 inch Dia	4.0	Ea	$2,850.00	$11,400.00	$2,500.00	$10,000.00	$3,300.00	$13,200.00	$3,216.97	$12,867.88
46	Sanitary Drop Manhole, 48 inch Dia	2.0	Ea	$4,250.00	$8,500.00	$3,500.00	$7,000.00	$4,500.00	$9,000.00	$5,529.54	$11,059.08
47	Sanitary Sewer, Wye, 8 inch x 6 inch	8.0	Ea	$150.00	$1,200.00	$150.00	$1,200.00	$175.00	$1,400.00	$220.59	$1,764.72
48	Sanitary Sewer, Wye, 12 inch x 6 inch	6.0	Ea	$285.00	$1,710.00	$250.00	$1,500.00	$300.00	$1,800.00	$398.66	$2,391.96
49	Sanitary Lateral, 6 inch	480.0	Ft	$20.00	$9,600.00	$30.00	$14,400.00	$30.00	$14,400.00	$53.78	$25,814.40
50	Sanitary Lateral, Connect to Ex.	14.0	Ea	$150.00	$2,100.00	$200.00	$2,800.00	$800.00	$11,200.00	$553.91	$7,754.74
51	Sanitary Sewer, Connect to Ex. 8"	3.0	Ea	$500.00	$1,500.00	$500.00	$1,500.00	$2,500.00	$7,500.00	$565.78	$1,697.34
52	Sanitary Sewer, Connect to Ex. 12"	2.0	Ea	$525.00	$1,050.00	$1,000.00	$2,000.00	$3,500.00	$7,000.00	$577.65	$1,155.30
53	Sanitary Sewer, Connect to Ex. 18"	2.0	Ea	$550.00	$1,100.00	$1,500.00	$3,000.00	$4,300.00	$8,600.00	$1,210.71	$2,421.42
54	Sanitary Sewer, CCTV	885.0	Ft	$1.50	$1,327.50	$3.00	$2,655.00	$5.00	$4,425.00	$3.15	$2,787.75
			Section IV Subtotal:		$70,912.50		$96,155.00		$138,385.00		$172,304.39

Prein&Newhof
Engineers•Surveyors•Environmental•Laboratory
3355 Evergreen Dr. NE Grand Rapids, MI 49525
t. (616) 364-8491 f. (616) 364-6955

Bid Tabulation

Owner: City of Hart				1st Hallack Contracting 4223 W Polk Road Hart, MI 49420		2nd White Lake Excavating 2571 Holton Whitehall Rd Whitehall, MI 49461		3rd B&L Excavating 3312 - 12th St Wayland, MI 49348		4th West Michigan Dirtworks 4784 Evanston Ave Muskegon, MI 49442	
Project Title: Lincoln Street Reconstruction											
Bid Date & Time: August 6, 2019 at 2:00 PM	Project #: 2180307										
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	V. Water Main										
55	Water Main, DI, 6 inch, Tr Det G	680.0	Ft	$35.00	$23,800.00	$46.00	$31,280.00	$45.00	$30,600.00	$34.23	$23,276.40
56	Water Main, DI, 8 inch, Tr Det G	780.0	Ft	$42.50	$33,150.00	$52.00	$40,560.00	$52.00	$40,560.00	$40.73	$31,769.40
57	Water Main, DI, 10 inch, Tr Det G	100.0	Ft	$55.00	$5,500.00	$65.00	$6,500.00	$60.00	$6,000.00	$76.44	$7,644.00
58	Water Main, Bend, 45 Degree, 6 inch	6.0	Ft	$250.00	$1,500.00	$350.00	$2,100.00	$750.00	$4,500.00	$243.16	$1,458.96
59	Water Main, Bend, 45 Degree, 8 inch	4.0	Ea	$285.00	$1,140.00	$400.00	$1,600.00	$750.00	$3,000.00	$301.05	$1,204.20
60	Water Main, Bend, 45 Degree, 10 inch	8.0	Ea	$315.00	$2,520.00	$500.00	$4,000.00	$850.00	$6,800.00	$465.94	$3,727.52
61	Water Main, Reducer, 8 inch x 6 inch	2.0	Ea	$250.00	$500.00	$350.00	$700.00	$300.00	$600.00	$311.61	$623.22
62	Water Main, Sleeve, 6 inch	3.0	Ea	$500.00	$1,500.00	$600.00	$1,800.00	$250.00	$750.00	$705.60	$2,116.80
63	Water Main, Sleeve, 10 inch	2.0	Ea	$650.00	$1,300.00	$800.00	$1,600.00	$720.00	$1,440.00	$870.49	$1,740.98
64	Water Main, Tee, 6 inch x 6 inch x 6 inch	1.0	Ea	$385.00	$385.00	$600.00	$600.00	$550.00	$550.00	$390.75	$390.75
65	Water Main, Tee, 8 inch x 8 inch x 6 inch	2.0	Ea	$425.00	$850.00	$600.00	$1,200.00	$650.00	$1,300.00	$458.02	$916.04
66	Water Main, Tee, 8 inch x 8 inch x 8 inch	1.0	Ea	$455.00	$455.00	$600.00	$600.00	$750.00	$750.00	$508.15	$508.15
67	Water Main, Tee, 10 inch x 10 inch x 6 inch	2.0	Ea	$515.00	$1,030.00	$750.00	$1,500.00	$800.00	$1,600.00	$555.63	$1,111.26
68	Water Main, Tee, 10 inch x 10 inch x 8 inch	1.0	Ea	$555.00	$555.00	$750.00	$750.00	$800.00	$800.00	$657.31	$657.31
69	Water Main, Cross, 8-inch x 8-inch x 8-inch x 8-inch	1.0	Ea	$650.00	$650.00	$1,000.00	$1,000.00	$1,100.00	$1,100.00	$710.27	$710.27

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Bid Tabulation

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Project Title: Lincoln Street Reconstruction											
Bid Date & Time: August 6, 2019 at 2:00 PM		Project #: 2180307									
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
70	Water Main, Cap, 6 inch	2.0	Ea	$200.00	$400.00	$200.00	$400.00	$125.00	$250.00	$237.74	$475.48
71	Water Main, Cap, 8 inch	2.0	Ea	$225.00	$450.00	$200.00	$400.00	$175.00	$350.00	$294.46	$588.92
72	Water Service, Abandon	10.0	Ea	$150.00	$1,500.00	$2,500.00	$25,000.00	$500.00	$5,000.00	$970.92	$9,709.20
73	Water Service, Corporation Stop, 1 inch	10.0	Ea	$500.00	$5,000.00	$300.00	$3,000.00	$250.00	$2,500.00	$289.64	$2,896.40
74	Water Service, Curb Stop and Box, 1 inch	10.0	Ea	$625.00	$6,250.00	$300.00	$3,000.00	$400.00	$4,000.00	$606.07	$6,060.70
75	Water Service, 1 inch	850.0	Ft	$28.00	$23,800.00	$30.00	$25,500.00	$24.00	$20,400.00	$23.58	$20,043.00
76	Water Main, Rem	155.0	Ft	$10.00	$1,550.00	$5.00	$775.00	$18.00	$2,790.00	$25.35	$3,929.25
77	Hydrant, Rem	2.0	Ea	$500.00	$1,000.00	$500.00	$1,000.00	$400.00	$800.00	$436.66	$873.32
78	Hydrant	4.0	Ea	$2,995.00	$11,980.00	$3,000.00	$12,000.00	$3,200.00	$12,800.00	$3,490.61	$13,962.44
79	Water Main, Valve and Box, 6 inch	5.0	Ea	$1,250.00	$6,250.00	$1,200.00	$6,000.00	$1,300.00	$6,500.00	$1,217.81	$6,089.05
80	Water Main, Valve and Box, 8 inch	7.0	Ea	$1,850.00	$12,950.00	$1,600.00	$11,200.00	$1,800.00	$12,600.00	$1,559.45	$10,916.15
81	Water Main, Valve and Box, 10 inch	2.0	Ea	$2,250.00	$4,500.00	$2,200.00	$4,400.00	$2,900.00	$5,800.00	$2,506.85	$5,013.70
			Section V Subtotal:		$150,465.00		$188,465.00		$174,140.00		$158,412.87
			Total Bid		$656,116.25		$784,968.75		$830,426.25		$1,082,707.30

10,e

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 8/8/19

Re: Resolution 19-50 Award contract for the purchase of fleet vehicles for DPW and BioPure

---

As budgeted for in the FY 20 budget the DPW and BioPure have solicited bids for the purchase of replacement fleet vehicles. Three bids were received from Betton Baker Ford (Ludington) in the amount of $29,710.00 each, Meyers Chevrolet (New Era) in the amount of $30,680.00 each, and Lakeside Chrysler (Montague) in the amount of $37,241.00 each

The low bidder for the two vehicles is Betton Baker Ford in the amount of $29,710.00 each.

It is my recommendation that the Council adopts Resolution 19-50 Awarding the contract for the purchase of one (1) new fleet vehicle each for the Public Works Department and the BioPure Department.

Lynne

RESOLUTION 19-50
City Council
City of Hart, Michigan
County of Oceana

AWARD CONTRACT FOR PURCHASE OF FLEET VEHICLES FOR DPW AND BIOPURE DEPARTMENTS

WHEREAS, the City of Hart has determined a need to purchase new fleet vehicles for the Public Works and BioPure departments; and

WHEREAS, they solicited bids from manufacturers and received bids from three companies; and

WHEREAS, the City received bids for these vehicles from Betton Baker Ford (Ludington) in the amount of $29,710.00 each, Meyers Chevrolet (New Era) in the amount of $30,680.00 each, and Lakeside Chrysler (Montague) in the amount of $37,241.00 each;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL:

Approves and accepts the bid from Betten Baker Ford (Ludington) for the purchase of two new fleet vehicles for DPW and BioPure at the cost of $29,710.00 each, and

Authorizes and directs the City Manager to sign all contract documents on behalf of the City of Hart.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular council meeting held on August 34, 2019.

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, Deputy City Clerk

Betten Baker Ford
Ludington

BUYER	CO-BUYER	Deal #:
CITY OF HART 407 STATE ST HART, MI 49420 **Work #:** (231) 873-2488 **Email:** cabson@ci.hart.mi.us	**Salesperson:**	**Deal Type:** Retail **Deal Date:** 07/26/2019 **Print Time:** 01:51pm

VEHICLE

New ☐ Used ☐ Demo ☐	Stock #:	Description:	VIN:	Mileage:
		2019 FORD F250		

TRADE

AFTERMARKETS			
Total Aftermarkets:	$	**0.00**	
Rate:			
Amount Financed:	$	29,710.00	

MSRP:	$	0.00
Sale Price:	$	**29,475.00**
Total Financed Aftermarkets:	$	0.00
Total Trade Allowance:	$	0.00
Trade Difference:	$	**29,475.00**
Doc Fee:	$	220.00
State & Local Taxes:	$	0.00
Total License and Fees:	$	15.00
Total Cash Price:	$	**29,710.00**
Total Trade Payoff:	$	0.00
Delivered Price:	$	**29,710.00**
Cash Down Payment + Deposit:	$	0.00
Sub Total:	$	**29,710.00**
Service Agreement:	$	0.00
Maintenance Agreement:	$	0.00
GAP Insurance:	$	0.00
Credit Life, Accident & Health:	$	0.00
Other:	$	0.00
Amount Financed:	$	**29,710.00**

WITH APPROVED CREDIT

X _____
Buyer

X _____
Dealer

KTP-001428 MI 9-NORMAL,NB,101428,JK121 2486

ULC			U	R		C		
CERT	CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK	EXFL

1FTBF2B61 KEC96513 NB BU09

Ford
Go Further
ford.com

VEHICLE DESCRIPTION

SUPER DUTY

KE C96513

2019 F250 SRW 4X4 REG CAB
XL 142" WB STYLESIDE
6.2L EFI V-8 ENGINE
6-SPEED AUTOMATIC TRANS G

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- BOX RAIL/TAILGATE MOLDINGS
- DOOR HANDLES - BLACK
- HEADLAMPS -WIPER ACTIVATED
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT
- SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT
- TOW HOOKS
- TRAILER SWAY CONTROL

INTERIOR
- AIR COND, MANUAL FRONT
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- TILT/TELESCOPE STR COLUMN
- VINYL SUN VISORS

FUNCTIONAL
- 4-WHEEL ANTI-LOCK DISC BRAKING SYSTEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- MYKEY®
- REAR VIEW CAMERA NA W/BOX DLT

SAFETY/SECURITY
- ADVANCETRAC WITH RSC
- AIRBAGS - SAFETY CANOPY
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST CRASH ALERT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
PREFERRED EQUIPMENT PKG.600A	
6-SPEED AUTOMATIC TRANS G	NO CHARGE
LT245/75R17E BSW ALL-TERRAIN	165.00
3.73 ELECTRONIC-LOCKING AXLE	390.00
POWER EQUIPMENT GROUP	915.00
XL DECOR PACKAGE	NO CHARGE
10000# GVWR PACKAGE	
MANUAL LOCKING HUBS	NO CHARGE
SKID PLATES	100.00
50 STATE EMISSIONS	NO CHARGE
SNOW PLOW PACKAGE	185.00
SPARE TIRE AND WHEEL	NO CHARGE
TRAILER BRAKE CONTROLLER	270.00
TELESCPNG TT MIRR-POWR/HTD	
ROOF CLEARANCE LIGHTS	95.00
JACK	
UPFITTER SWITCHES	165.00
EXTRA HEAVY DUTY ALTERNATOR	NO CHARGE
XL VALUE PACKAGE	1,000.00
.CRUISE CONTROL	
.AM/FM STEREO MP3/CLK	
.SYNC VOICE ACTIVATED SYSTEMS	

PRICE INFORMATION	(MSRP)
BASE PRICE	$35,945.00
TOTAL OPTIONS/OTHER	3,285.00
TOTAL VEHICLE & OPTIONS/OTHER	39,230.00
DESTINATION & DELIVERY	1,495.00

RAMP ONE: CM1K
RAMP TWO:
CONVOY
ITEM #: 48-3402 O/T 2

TOTAL MSRP $40,725.00

FORD CREDIT Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

JK121 N RB 2X 930 001428 10 12 18

EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	Not Rated
	Passenger	Not Rated

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	Not Rated
	Rear seat	Not Rated

Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

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1FTBF2B61KEC96513

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FKEC96513 TO 48026
Msg & Data rates may apply. Text HELP for help
www.ford.com/help/privacy-terms/

07/26/2019

Fwd: new trucks

Paul Cutter

Thu 8/1/2019 8:25 AM

To:DPW CityofHart <dpw@cityofhart.org>;

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Scott Meyers <scott@meyerschevrolet.com>
Date: 7/29/19 5:48 PM (GMT-05:00)
To: Paul Cutter <pcutter@cityofhart.org>
Subject: new trucks

Paul here is a quote on 2 new Silverado 2500 pickups with regular cabs and 8 foot box.
Trucks would have:
keyless entry w/ power locks
trailer mirrors
6.6 V8 gas engine
cruise
220 amp alternator
snow plow pkg
skid plates
all terrain tires

$30680 per truck

Lakeshore Chrysler

Montague

Vehicle Pricing	
Sale Price	$37,026.00
Doc Fee	$200.00
Sales Tax	$0.00
Title Fee	$15.00
Plate Transfer	$0.00
Non Tax Adds	$0.00
TOTAL	$37,241.00
Trade In	$0.00
Lien on Trade	$0.00
Down Payment	$0.00
Rebate	$0.00
Total Financed	$37,241.00

+ License plate

Paul,

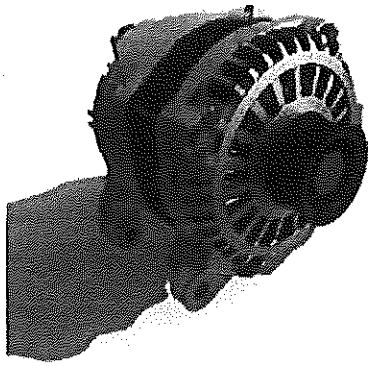
Any questions please call me

@ 231-220-2423

Darby Hanchera

dhanchera@hotmail.com

Heavy Duty Snow Plow Prep Group (AHD)



Details:

- Transfer Case Skid Plate Shield (XEF)
- 220 Amp Alternator (BAJ)

LAKESHORE CHRYSLER JEEP DODGE INC
4235 W FRUITVALE RD
MONTAGUE, MI 494379571

Configuration Preview

Date Printed:	2019-07-26 11:38 AM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VQN:**		**Status:**	BA - Pending order

Sold to:	**Ship to:**
LAKESHORE CHRYSLER JEEP DODGE INC (68344)	LAKESHORE CHRYSLER JEEP DODGE INC (68344)
4235 W FRUITVALE RD	4235 W FRUITVALE RD
MONTAGUE, MI 494379571	MONTAGUE, MI 494379571

Vehicle: **2019 2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box) (DJ7L62)**

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	36,545	34,417
Package:	2ZA	Customer Preferred Package 2ZA	0	0
	ESA	6.4L Heavy Duty V8 HEMI with MDS	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
Paint/Seat/Trim:	P61	Case IH Red	450	410
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	A61	Tradesman Level 1 Equipment Group	895	614
	AHD	Heavy Duty Snow Plow Prep Group	195	177
	LAW	Tire Fill Alert	0	0
	5N6	Easy Order	0	0
	142	Zone 42-Detroit	0	0
	4EA	Sold Vehicle	0	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0	13
Destination Fees:			1,695	1,695

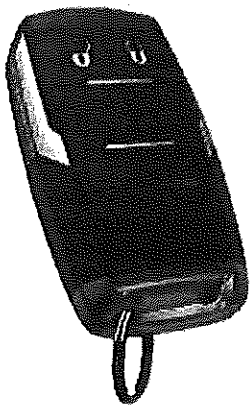
HB:	1,143	**Total Price:**	39,780	37,526
FFP:	37,226		
EP:	35,850		

Order Type:	Retail	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Salesperson:			
Customer Name:			
Customer Address:			

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Tradesman Level 1 Equipment Group (A61)



Details:

- Exterior Mirrors w/Heating Element (NHJ)
- Pwr Windows, Front 1-Touch Down (JPY)
- Speed Sensitive Power Locks (JPH)
- Satin Chrome Interior Door Handles (MTN)
- Power Heated Mirrors, Fold-Away (GT6)
- Upgraded Door Trim Panel (CTY)
- Black Exterior Mirrors (LE4)
- Overhead Console (CUN)
- Remote Keyless Entry (GXM)
- Overhead Cupholder Lamp (LBT)

Standard Features - DJ7L62-2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	
Code	Description
ME4	"RAM" Door Badges
ME6	"RAM" Grille Badge
DRQ	11.50" Single Wheel Rear Axle
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
WF1	17" Steel Spare Wheel
WDA	17X7.5 Steel Styled Wheels
BAD	180 Amp Alternator
CSJ	2 Way Rear Headrest Seat
CDX	2-Way Front Head Restraints
DME	3.73 Axle Ratio
NFX	32 Gallon Fuel Tank
RCD	4 Speakers
SCF	4-Spoke Steering Wheel
CBE	40/20/40 Split Bench Seat
MUS	4X4 Badge
RFU	5.0" Touchscreen Display
NAS	50 State Emissions
DJN	6,000# Front Axle
ESA	6.4L Heavy Duty V8 HEMI with MDS
XFK	7 Pin Wiring Harness
BCN	730 Amp Maintenance Free Battery
DFX	8-Spd Auto 8HP75-LCV Transmission
RD3	Accent Color Shark Fin Antenna
MDX	Active Grille Shutters
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
BRT	Anti-Lock 4-Wheel Disc Brakes
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
CTL	Base Door Trim Panel
A6A	Base Equipment Group
CU3	Behind the Seat Storage / Bin
MNA	Black Door Handles
MB1	Black Front Bumper
MBN	Black Rear Bumper
CKJ	Black Vinyl Floor Covering
XJ8	Body Color Fuel Filler Door
BGE	Brake Assist
X71	Bumper Module I
X75	Bumper Module II
LPE	Cargo and CHMSL Lamp
X8S	Center Console Parts Module

Standard Features - DJ7L62 2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	
Code	**Description**
WMJ	Center Hub
CGU	Child Seat Anchor System-LATCH Ready
MFP	Chrome Headlamp Bezels
XFR	Class V Receiver Hitch
JAE	Cluster 3.5" TFT B&W Display
XCT	Coat Hooks
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
HGB	Dash Liner Insulation
LM1	Daytime Running Headlamps, Low Beam
X82	Door Parts Module
CLP	Door Sill Scuff Pads
JVA	Driver Seat - Manual Adjust 4-Way
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Horns
DH4	Electronic Range Select
BNS	Electronic Roll Mitigation
BNB	Electronic Stability Control
NHN	Electronically Controlled Throttle
HGF	Floor Tunnel Insulation
MXB	Front Air Dam
CDR	Front Armrest w/Cupholders
X83	Front End Parts Module
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
SHA	Front Stabilizer Bar
MHR	Front Wheel Well Liners
XGA	Front/Rear Climate Control Outlets
JWA	Frt Pass Seat - Manual Adjust 4-Way
TBB	Full Size Spare Tire
JKH	Glove Box
JLP	GPS Antenna Input
X79	Grille Module
MFF	Grille-Matte Black Mesh
MM5	Grille-Surround Matte Black
Z7F	GVW Rating - 10000#
LME	Halogen Quad Headlamps
*TX	HD Vinyl 40/20/40 Split Bench Seat
LHD	Headlamp Off Time Delay
X8Y	Headliner Parts Module
SDB	Heavy Duty Suspension

Standard Features - DJ7L62-2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	
Code	**Description**
MW5	Hemi Badge
BNG	Hill Start Assist
JE1	I/P Bezels-Painted
LAC	Illuminated Entry
LA6	Incandescent Tail Lamps
JY1	Instrument Cluster Theme 1 (Base)
JBF	Instrument Panel Black Bezel
XB1	Instrument Panel Parts Module
XRB	Integrated Voice Command w/Bluetooth
CEU	Key Fob - Black
XJJ	Locking Tailgate
TWD	LT245/70R17E BSW All Season Tires
DK1	Man Shift-On-The-Fly Transfer Case
GPU	Manual 6 x 9 Black Mirrors
JE8	Manual Door Locks
JF8	Manual Windows
LBA	Map/Courtesy Lamp
RSF	Media Hub-2 USB, Full Funct, Aux
APA	Monotone Paint
NZD	Next Generation Engine Controller
XA8	Non Adjustable Pedals
XAC	ParkView Rear Back-up Camera
GNM	Passenger Side Sun Visor w/Mirror
XBS	Pickup Box
JKY	Power Accessory Delay
SBE	Power Steering
GX4	Pushbutton Start
MS4	Ram 2500 Badge
MGA	Ram's Head Badge
BHD	Ready Alert Braking
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
SGB	Rear Heavy Duty Shock Absorbers
GNA	Rear View Day/Night Mirror
LTF	Red Tail Lamp Bezels
RSX	Remote USB Port
RS3	Remote USB Port - Charge Only
C1G	Rotary Shifter-Black
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
NHM	Speed Control
CJ4	Supp Side Curtain Front Air Bags
CJ1	Supplemental Frt Seat Side Air Bags

Standard Features - DJ7L62-2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	
Code	**Description**
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
TBM	Tire Carrier Winch
XGM	Tire Pressure Monitoring Display
BNM	Traction Control
BNT	Trailer Sway Damping
XFU	Trailer Tow w/4-Pin Connector Wiring
UAA	Uconnect 3 with 5" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center
4ZB	Vendor Painted Cargo Box Tracking

Paul Cutler pcutler@cityofhart.org

City of Hart WWT

231. 638. 1963

City of Hart

2 @ 2500

3500 work truck w/plow package
vinyl seat

8' box Reg Cab 4X4

Power Windows

Radio

10.f.

City of Hart

Memo

To: Mayor and City Council

From: Lynne Ladner

cc:

Date: 8/8/19

Re: Ord. 19-02 Fair Housing

The City has been awarded a CDBG grant from the MEDC for the construction of the Downtown Pocket Park. One of the requirements for the City in order to receive the funds is the City must have adopted a Fair Housing Ordinance. The boilerplate language from the City was presented at the last meeting for discussion and based upon the feedback of the Council; it has been used to develop Ordinance 19-02 Fair Housing.

This is a first reading of the ordinance which allows the Council and public an opportunity to provide feedback or make changes prior to adoption. If there are no changes to the ordinance as written, it will be brought back to the Council for the second and final reading at the August 27th meeting.

Lynne

ORDINANCE
NO. 19-02

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HART PART FOURTEEN BY ADDING A NEW TITLE SECTION AND NEW CHAPTER WHICH NEW CHAPTER SHALL BE DESIGNATED AS TITLE 6 CHAPTER 1460 FAIR HOUSING OF SAID CODE

FAIR HOUSING ORDINANCE

AN ORDINANCE PROHIBITING AND MAKING UNLAWFUL DISCRIMINATION IN HOUSING AND/OR REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, CREED, NATIONAL ORIGIN, ANCESTRY, SEX, OR DISABILITY IN THE VILLAGE/CITY OF _____

WHEREAS, the City of Hart, Michigan desires to endorse and encourage the equal opportunity to all residents regardless of race, color, religion, creed, national origin or ancestry, sex, or disability, to live in decent, sanitary, and healthful living quarters; and,

WHEREAS, the 1963 Constitution of the State of Michigan provides as follows in Article I (Section 2) "...no person shall be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his civil or political rights or be discriminated against in the exercise thereof because of religion, race, color or national origin..." (Section 4) "...The civil and political rights, privileges and capacities of no person shall be diminished or enlarged on account of his religious belief..." (Section 9) "...Neither slavery, nor involuntary servitude unless for the punishment of crime, shall ever be tolerated in this state..." and,

WHEREAS, the Congress of the United States has provided that "it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States" and has established by law the following provisions:

"... it shall be unlawful:

a. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make available or deny, a dwelling to any person because of race, color, religion, sex, or national origin.

b. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of race, color, religion, sex, or national origin ..."

NOW, THEREFORE, BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY OF HART, MICHIGAN, AS FOLLOWS:

CHAPTER 1460

SECTION 1460.01. DECLARATION OF POLICY:

a. In furthering the policy of the State of Michigan as expressed in its Constitution and other Laws; in order that the safety and general welfare, peace and health of all the inhabitants of the Village/City may be ensured, it is hereby declared the policy of the Village/City of _____, Michigan, to endorse and encourage equal opportunity to all residents, regardless of race, color, religion, national origin or ancestry, sex, creed, or physical disability to live in decent, sanitary, healthful, standard living quarters.

b. It is the policy of the Village/City of _____ that no owner, lessee, sub-lessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent, lease (or otherwise control) any housing accommodation and/or real property within the Village/City, or any agent of these shall refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person or persons or discriminate against any person or persons because of race, color, religion, national origin or ancestry, sex, creed or disability in the conditions, terms, privileges of the sale, rental or lease of any housing accommodation and/or real property or in the furnishing of facilities and/or services in connection therewith.

c. Relocation shall be carried out in a manner that will promote maximum choice within the community's total housing supply; lessen racial, ethnic, and economic concentrations; and facilitate desegregation and racially inclusive patterns of occupancy and use of public and private facilities.

SECTION 1460.02. DEFINITIONS:

Unless a different meaning clearly appears from the context, the following terms shall have the meaning as described in this SECTION and as used in this Ordinance.

a. DISCRIMINATE - The terms "discriminate" or "discrimination" mean any difference expressed in any way toward a person or persons in the terms of the sale, exchange, lease, rental or financing for housing accommodation and/or real property in regard to such sale, exchange, rental, lease or finance because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person.

b. HOUSING ACCOMMODATION - The term "housing accommodation" includes any building, structure, or portion thereof which is used or occupied, maintained, arranged or designed to be used or occupied as a home, residence

or sleeping place of one or more human beings, or any real estate so used, designed or intended for such use.

c. REAL PROPERTY - The term "real property" means any real estate, vacant land, building, structure, or housing accommodations within the corporate limits of the City of Hart, Michigan.

d. REAL ESTATE BROKER - The term "real estate broker" means any person, partnership, association, corporation and/or agent thereof, who for a fee or other valuable consideration offers, sells, purchases, exchanges or rents, or negotiates for the sale, purchase, exchange or rental of a housing accommodation and/or real property of another, or collects rental for the use of housing accommodation and/or real property of another.

e. FINANCIAL INSTITUTION - The term "financial institution" means any person, institution or business entity of any kind which loans money to persons and receives as security for said loans a secured interest of any kind in the real property of the borrower.

f. OWNER - An "owner" means any person/persons who hold legal or equitable title to, or own any beneficial interest in any real property or who hold legal or equitable title to shares of, or hold any beneficial interest in any real estate cooperative which owns any real property and/or housing accommodations.

g. DECENT, SANITARY, HEALTHFUL STANDARD LIVING QUARTERS - "Decent, sanitary, healthful standard living quarters" is housing which is in sound, clean, and weather tight condition in conformance with applicable local, state, and national codes.

SECTION 1460.03. PROHIBITED ACTS:

It shall be unlawful for any owner of real estate, lessee, sub-lessee, real estate broker or salesman, financial institution or employee of the financial institution, advertiser, or agent of any or all of the foregoing, to discriminate against any person or persons because of their race, color, religion, national origin or ancestry, sex, creed, or disability with regard to the sale, exchange or rental, or any dealing concerning any housing accommodation and/or real property.

In addition to the foregoing, it shall also be unlawful for any real estate broker or employee thereof, owner or other person, or financial institution dealing with housing or real property in the City of Hart, Michigan:

a. To discriminate against any person in the availability of or the price, terms, conditions, or privileges of any kind relating to the sale, rental, lease, or occupancy of any housing accommodation or real property in the Village/City or in the furnishing of any facilities or services in connection therewith.

b. To publish or circulate, or cause to be published or circulated, any notice, statement or advertisement, or to announce a policy, or to use any form of application, for the purchase, lease, rental or financing of real property, or to make any record of inquiry in connection with the prospective purchase, rental or lease of such real estate, which expresses directly or indirectly any discrimination as to race, color, religion, national origin or ancestry, sex, creed or disability of any person.

c To discriminate in connection with lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation and/or real property.

d. To solicit for sale, lease, or listing for the sale or lease, of any housing accommodation and/or real property on the grounds of loss of value because of the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability.

e. To distribute or cause to be distributed, written material or statements designed to induce any owner or any housing accommodation and/or real property to sell or lease his or her property because of any present or prospective change in the race, color, religion, national origin or ancestry, sex, creed, or disability of persons in the neighborhood.

f. To make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any housing accommodation and/or real property for the purpose of inducing or attempting to induce the sale or listing for sale of any housing accommodation and/or real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability in the area will or may result in the lowering of property values in the block, neighborhood or area in which the property is located.

g. For an owner to solicit any real estate broker to sell, rent or otherwise deal with such owner's housing accommodations and/or real property with any limitation on its sale based on race, color, religion, national origin or ancestry, sex, creed, or disability.

h. For an owner to refuse to sell, rent, or otherwise deal with any housing accommodation and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of the proposed buyer or tenant.

SECTION 1460.04. PENALTY:

Any person convicted of violating any of the provisions of this Ordinance shall be punished by a fine of not less than one hundred dollars ($100.00) nor more than fifteen hundred dollars ($1,500.00). Each day a violation continues shall constitute a separate violation. This Section shall in no way abrogate or impair the right of the City of Hart, Michigan, to specifically enforce, by any legal means, any of the provisions of this Ordinance.

SECTION 1460.05:

That all Ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

SECTION 1460.06:

That it is the intention of the City Council of the City of Hart, Michigan that this Ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 1460.07:

That this Ordinance shall be known as Ordinance No. 19-02_ of the City of Hart, Michigan, and shall be in full force and effect from and after its passage, approval, recording, and publication in pamphlet form in accordance with the law.

PASSED AND ADOPTED this _____ day of _____, _____ (year).

APPROVED BY ME this _____ day of _____, _____ (year).

_____

Ron LaPorte, Mayor

ATTEST:

_____

Cheri Eisenlohr, Deputy City Clerk

10.g

CITY OF HART

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

SPECIAL EVENTS PERMIT

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

DATE OF APPLICATION: 7-24-2019

NAME OF EVENT: HART REC INTERSECTION DONATION DRIVE

DATE OF EVENT: 8-17-2019 TIME: 9 AM TO 12 PM

RAIN DATE OF EVENT: MUST PROVIDE

LOCATION AND/OR ROUTE OF EVENT: WASHINGTON AND STATE STREET INTERSECTION

DESCRIPTION OF EVENT: VOLUNTEER ADULTS WILL BE WEARING FLUORESCENT VEST HANDING OUT BUCCANEER STICKER FOR DONATION & CHRIS CHRISTMANN WILL BE DONATING

SPECIAL NEEDS: NONE INSURANCE COVERAGE FOR THIS EVENT

NAME OF ORGANIZATION OR SPONSOR: HART AREA RECREATION CLUB

ADDRESS: PO BOX 131, HART, MI 49420

CONTACT PERSON: GARY JORISSEN

PHONE: 231-425-0588 FAX:

EMAIL: UPSJORISSEN@YAHOO.COM

X _____ 7-24-19

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

IT IS YOUR RESPONSIBLITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED IF YOUR APPROVED PERMIT INDICATES THAT A MEETING IS NEEDED. PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

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

I will provide

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: (YES) OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

City	Appointed or Elected	Number of Members	Paid?	Pay rate
Marshal	Appoint	3	yes	$100/year
Charlevoix	Appoint	3 public 2 council	yes	$50/day
Grosse Point City	Appoint	3	yes	$300/year
Richland Twp	Appoint	5	yes	$35/meeting
Owosso	Appoint	5	yes	$50/meeting
Grand Haven Twp	Appoint	3	yes	$30/hour 2hour min
Rockford	Appoint	5	NO	
Kalamzoo Twp	Appoint	3	yes	$45/day
Zilwaukee	Appoint	3	yes	$9.45/hour 1 hour min
Fremont	Appoint	3	yes	$90/day
Grandville	Appoint	3	yes	$300/year
DeWitt	Appoint	3	yes	$300/year
Traverse City	Appoint	7	NO	
Port Huron	Appoint	3	yes	$599/year
Jonesvile	Appoint	3	yes	$175/ year - $100 March BOR, $37.50 each July and Dec
Evart	Appoint	3	yes	$75/day
Leslie	Appoint	3	yes	$10/hour minimum 1 hour
Trenton	Appoint	3	yes	$55/ meeting
Stanton	Appoint	3	yes	$35/day
Fraser	Appoint	3	yes	$15/hour