City of Hart, Michigan
TIFA Board
March 21, 2023, 12:30 PM
Hart City Hall Community Center, 407 State Street, Hart, Michigan

NOTICE OF PUBLIC MEETING

TIFA Agenda

1. Call to order
2. Roll Call; B. Hegg, G. Goldberg, Tracey Lipps, Nichole Kleiner, Deborah Windell, S Hegg, Amy Trudell
3. Approval of Agenda
4. Public Comment
5. Approval of January 2023 Minutes
6. Approval of January & February 2023 Financials
7. Action Items
    a. Property Improvement Grant Expiring Projects
        i. Kristi's Pour House – March 2023, $16,500
        ii. Dold – March 2023, $5,000
    b. Property Improvement Grant Timeline Extension Request
        i. Travis Larson – Applied August 2022, 308 E Main $5,000
        ii. Lakeside Fitness – Applied March 2022, $20,605
    c. 2023-2024 Property Improvement Grant Application – Rebecca $1,900
    d. 2023 -2024 Property Improvement Grant Application – Pink Elephant $10,500
8. Discussion Items
    a. Consider reducing Property Improvement Grant Budget to $20,000 and create new incentive to encourage art in Hart (50% reimbursement for wall mural or installation on private property within TIFA district
    b. Hart Commons Bathroom Drinking Fountain
    c. Ceres Property
9. 1:00 PM - Prein & Newhoff Streetscape Stakeholder Meeting
10. Member Comment
11. Adjournment - *next regular meeting April 18, 2023*

CITY OF HART
407 S. STATE ST.
HART, MI 49420

Hart Economic and Redevelopment Team (H.E.A.R.T.)
January 4, 2023

MINUTES DRAFT

1) **Call to Order**
   Rybarz called the meeting to order at 2:04 pm.
   a) **Roll Call**
      - **Members present**: Scott Beal, Sue Payne, Maria Rosas, Catalina Burillo, Fred Rybarz, Hannah Juhl
      - **Members absent:**

   Others present: Nichole Kleiner
2) **Public Comments** – None
3) **Approval of the Consent Agenda -** Motion by Juhl, supported by Rosas to approve the consent agenda. Motion carried.
4) **Action Items**
   a) **Sponsor Review Package** – motion by Juhl, supported by Burillo to start distributing Sponsorship Package as presented.
   b) Winterfest – motion by Juhl, supported by Burillo to proceed with winterfest promotions as presented.
   c) HEART Financial Summary & Projections – after review of hart financials, motion by Beal, supported by Juhl to allocate up to $25,000 in additional funding to support the wayfinding project, if needed. Roll call, ayes (5) nays (0).
5) **Updates/Discussion Items**
   a) **Music on the Commons** – Kleiner reported that over 40 performers applied to perform at the 2023 series and the events coordinator is working with musicians to secure contracts.
   b) **Project Updates**
      - **The Creeks** – first duplex is completed and on the market, HEART board was able to tour the duplex prior to this meeting
      - **Ceres Co-op** – waiting to resolve two gap parcels not found in title search
      - **Walkers Demo** – building demolished, lot leveled, working on next step**.** Voted on position and placement of tin man – first choice of location being hart commons parking lot #1, second choice, lot 2 – position, first choice sitting on both knees. Vote for pop up shop location was unanimously the west side of lot #1 hart commons parking lot.
      - **Wayfinding** – on pace for spring installation, finalizing details
      - **Streetscape Design** – working with Prien & Newhoff and TIFA board, preparing for a spring public input meeting.
6) **Board Member Comments –** None
7) **Adjournment** – Motion to adjourn made by Catalina, supported by Juhl. Meeting adjourned at 3:00 pm.

Respectfully Submitted,

Nichole Kleiner

Economic & Community Development Director

THE HUNTINGTON NATIONAL BANK
PO BOX 1558 EA1W37
COLUMBUS OH 43216-1558

Huntington

CITY OF HART
TIFA ACCOUNT
407 S STATE ST
HART MI 49420-1259

Have a Question or Concern?

Stop by your nearest Huntington office or contact us at:

1-800-480-2001

www.huntington.com/businessresources

Huntington Public Funds Hybrid Checking — *Account: -------9172*

Statement Activity From: 01/01/23 to 01/31/23

Days in Statement Period	31
Average Ledger Balance*	306,169.78
Average Collected Balance*	306,169.78

* The above balances correspond to the service charge cycle for this account.

Beginning Balance	**$381,809.08**
Credits (+)	**4,899.78**
Regular Deposits	4,899.78
Debits (-)	**120,964.60**
Regular Checks Paid	104,964.60
Electronic Withdrawals	16,000.00
Ending Balance	**$265,744.26**

Interest paid last year $99.84

Deposits (+) — *Account:-------9172*

Date	Amount	Serial #	Type
01/05	2,200.28 tax disbursement		Remote
01/20	2,699.50 tax disbursement		Remote

Checks (-) — *Account:-------9172*

Date	Amount	Check #	Date	Amount	Check #
01/11	71,533.00	1087 Signage	01/09	12,431.60	1089 BEA + Fishbeck phase II
01/09	7,500.00	1088 speakers downtown	01/24	13,500.00	1090 Oak + Gale BIG

(*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Other Debits (-) — *Account:-------9172*

Date	Amount	Description
01/09	7,000.00	BUS ONL TFR TO CHECKING 010923 XXXXXXX0405 general fund contribution Event planner
01/09	9,000.00	BUS ONL TFR TO CHECKING 010923 XXXXXXX1437 Contribution to HEART "Administration"

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

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Huntington

Balance Activity *Account:-------9172*

Date	Balance	Date	Balance	Date	Balance
12/31	381,809.08	01/09	348,077.76	01/20	279,244.26
01/05	384,009.36	01/11	276,544.76	01/24	265,744.26

In the Event of Errors or Questions Concerning Electronic Fund Transfers (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

Verification of Electronic Deposits If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

Balancing Your Statement - For your convenience, a balancing page is available on our web site https://www.huntington.com/pdf/balancing.pdf and also available on Huntington Business Online.

THE HUNTINGTON NATIONAL BANK
PO BOX 1558 EA1W37
COLUMBUS OH 43216-1558

Huntington

CITY OF HART
TIFA ACCOUNT
407 S STATE ST
HART MI 49420-1259

Have a Question or Concern?

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1-800-480-2001

www.huntington.com/businessresources

Huntington Public Funds Hybrid Checking — *Account: -------9172*

Statement Activity From: 02/01/23 to 02/28/23	
Days in Statement Period	28
Average Ledger Balance*	268,699.65
Average Collected Balance*	268,699.65

* The above balances correspond to the service charge cycle for this account.

Beginning Balance	**$265,744.26**
Credits (+)	**7,147.81**
Regular Deposits	7,147.81
Ending Balance	**$272,892.07**

Interest paid last year $99.84

Deposits (+) — *Account:-------9172*

Date	Amount	Serial #	Type
02/09	3,134.13 tax disbursement		Remote
02/24	4,013.68 tax disbursement		Remote

Balance Activity — *Account:-------9172*

Date	Balance	Date	Balance	Date	Balance
01/31	265,744.26	02/09	268,878.39	02/24	272,892.07

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CITY OF HART TAX INCREMENT FINANCE AUTHORITY
Property Improvement Grant Program Application

Applicant's Name **Rebecca Tinajero-Boardman, Luis Tinajero**

Property Address **218 E Main st Hart Mi 49420**

Is the applicant the property owner? ☐ ☐ we ha e a notari ed land contract

Has applicant received prior grant funding from the City of Hart? ☐ ☐ No

Business Name **AA Fully Furnished LLC**

Business Mailing Address **17901 Branding Iron Rd Apple Valley Ca 92307**

Business owner **Luis Tinajero**

Phone# **760-628-9603** Email: **AAFullyFurnished@gmail.com**

Property Owner Name **Title- James Henley Land Contract owners- Rebecca and Luis Tinajero**

Address **James Henley- 925 2nd st Pentwater, MI 49420, Luis and Rebecca Tinajero 17901 Branding Iron Rd. Apple Valley CA 92307**

Parcel # **02025100100**

Present Use of Building **3 units short term rentals and commercial portion is a community center for our guests and in 2024 a rental hall for private events.**

Have you secured financial resources for this project? (Please be specific) Improvement(s) Planned (check whichever applies)

- ☐ Removal of siding that was used to cover original building materials
- ☐ Exterior brick or wall surface repair
- ☐ Pointing of brick/mortar joint repair
- ☐ Window and/or door replacement/repair
- ☐ Any architectural details in need of repair and/or replacement
- ☐ **x Painting the building**
- ☐ Landscaping
- ☐ Construction, installation and/or renovation of awnings, marquees, doors, windows, or pavement between the business door and the sidewalk
- ☐ Other city-approved façade improvements
- ☐ Other; please specify:

Part of Property Impacted ☐ ront ☐ ☐ **x Side** ☐ Corner lot

Total Cost of Improvement **$3,800**

Incentive Amount Requested **$ 1,900 (owner will pay other half total of $1,900)**

Please identify to which goals, if any, of the most recent City of Hart Master Plan and/or the City of Hart Parks & Recreation Master Plan your proposed improvements will contribute. Applications that identify contribution to either plan will receive priority for funding.

City of Hart Master Plan

Goal#1: **To make the downtown public parking area revived, yet still maintaining its small town appeal**

oal 2 **To preserve the past brick work by lime washing which revives the old brick**

_____

The following information must be submitted with your application:

1. Project Improvement Plans drawn to scale, if applicable
2. Samples of paint colors to be used on facade improvements
3. Photograph(s) of existing condition of property
4. Proposed budget and detailed cost estimates for work
5. Written permission by property owner, if tenant
6. Proof of payment of taxes

The Applicant certifies and agrees to the terms and conditions set forth below:

1. The Applicant is the owner or tenant of a property in the City of Hart TIFA District as outlined in the City of Hart TIFA Property Improvement Grant Program Guidelines Exhibit "A", hereinafter referred to as "Program Guidelines."

2. The Applicant is in good standing with the City of Hart in terms of payment of taxes and utilities.

3. The Applicant agrees to be bound by the rules as outlined in the Program Guidelines and has reviewed the Design Guidelines when making decisions regarding the aesthetic quality of the property improvement(s).

4. All improvements to be undertaken will be consistent with all applicable zoning and building codes. Further, if review is necessary by the City of Hart Planning Commission in accordance with the City of Hart Zoning Ordinance, the review will be conducted before the work on the property begins.

5. Only the work that is outlined on the application will be eligible for reimbursement.

6. The project must be completed within one year of approval of the application. Extensions may be considered for unforeseen circumstances. The project is not eligible for reimbursement if the work is not completed during the approved time period.

7. Funds are awarded on a reimbursement basis. Disbursement of funds shall be made only after the entire project is complete and certified by the City of Hart to be in compliance with the approved design. The Applicant must submit copies of invoices, receipts and an itemized statement of the total cost of the project, signed by the applicant. All documentation for payment must be provided at one time to City of Hart TIFA for one payout.

8. The Applicant understands that he/she is responsible for the construction management for the entire project.

9. It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and incompliance with all federal, state, and local safety conditions, safety regulations, building codes, ordinances and other applicable regulations.

10. The applicant shall, at his/her own expense, indemnify, protect, defend and hold harmless the City and/or its agents and employees, from all claims, damages, lawsuits, costs, and expenses, for any property damage, personal injury or other loss relating in any way to the City of Hart TIFA Property Improvement Grant Program.

11. The Applicant understands that he/she is responsible for the maintenance of the facade improvements described here for a period of five years from the project completion in accordance with the agreements that will be executed in the event this application is approved.

Applicant's Signature Rebecca Tinajero Boardman Date 02/08/2023

Property Owner's Signature Rebecca Tinajero Boardman Date 02/08/2023

Complete and return to Hart Economic Development, 49 S. State St, Hart, MI

49420

Fresh Coat of Muskegon
onseca nterprises LLC
3079 oose elt d uskegon 49441
Office (616)414-1777
afonseca freshcoatpainters.com

Date: January 10, 2023

Client / GC:
ebecca ina ero
760 628 9603
reb.boardman gmail.com

Project 218 ain t lock all
Location 218 ain t. Hart 49420

Scope of Work:

- Treat the masonry blocks with an acid solution to prepare the substrate to receive coating, following by pressure washing in order to remove any surface residues
- Application of Romabio Lime-wash tinted to customer's desired color, following standard product application.
- Metal pipes and corners of the walls to be painted solid color to match as close as possible to the lime-wash.
- Labor and Materials includes. Left over tinted coatings will be left for customer.



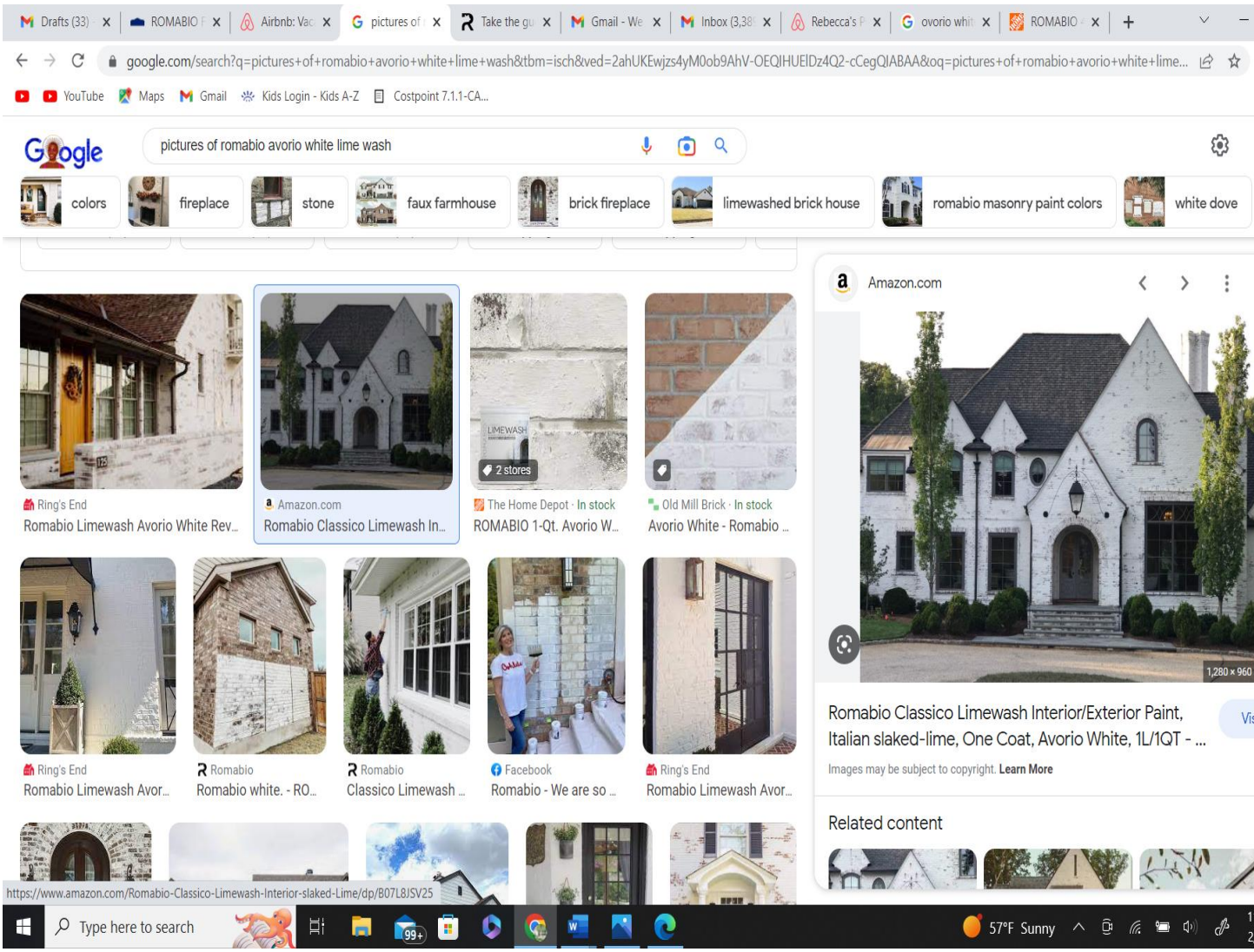
*This base proposal reflects furnishing labor and material to complete the painting work following the professional standards set forth by the PCA (Painting Contractors of America) for this project.

Total Project Bid **$3,800**

Provided by Fresh Coat Painters: Labor and coating materials.

Please note:
1. r wall taping contractors will be responsible for ensuring walls are clear of dust prior to painting. f not mopping walls ma be necessar to ensure all surfaces are free of dr wall taping dust and or debris and ma result in a change order.
2. Caulking and filling nail holes in point 2 could be time consuming depending on the skill le el or tool ualit of contractors correction will re uire in a change order.
3. ouching up pre manufactured items resulting from another contractor will re uire a change order.
4. his uote includes the main floor of the house and the addition being constructed.

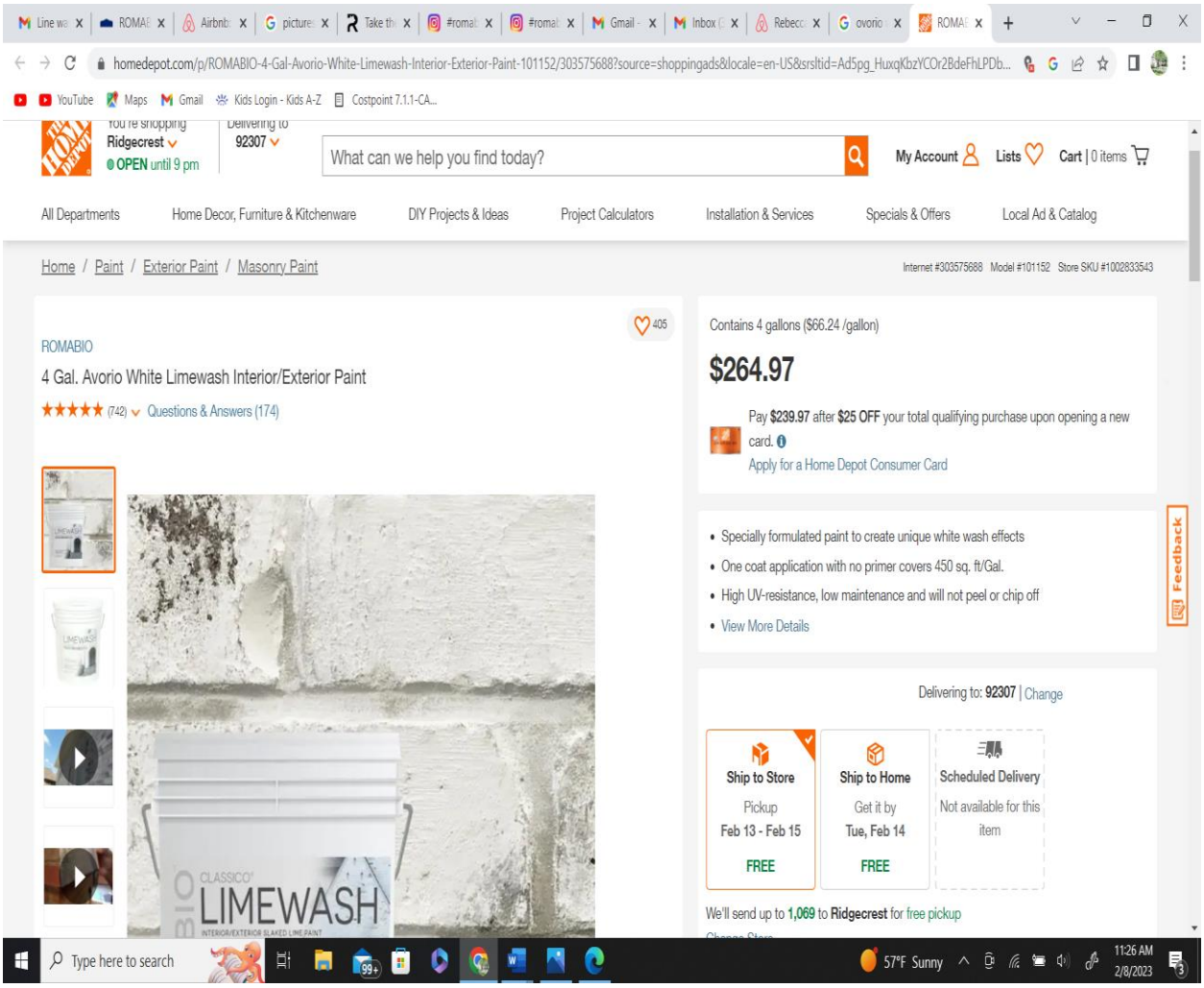
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afonseca freshcoatpainters.com


pictures of romabio avorio white lime wash
colors
fireplace
stone
faux farmhouse
brick fireplace
limewashed brick house
romabio masonry paint colors
white dove
Ring's End
Romabio Limewash Avorio White Rev...
Amazon.com
Romabio Classico Limewash In...
2 stores
The Home Depot · In stock
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Type here to search
57°F Sunny

Website link-

https://www.homedepot.com/p/ROMABIO-4-Gal-Avorio-White-Limewash-Interior-Exterior-Paint-101152/303575688?source=shoppingads&locale=en-

US&srsltid=Ad5pg_HuxqKbzYCOr2BdeFhLPDb8Go8kIgiBEIgAprEjD_-CVKV5XkjK9HA





CITY OF HART TAX INCREMENT FINANCE AUTHORITY
Property Improvement Grant Program Application

Applicant's Name Mark and Liz Forner

Property Address 207 S. state st Hart MI 49420

Is the applicant the property owner? ☒ Yes ☐ No

Has applicant received prior grant funding from the City of Hart? ☐ Yes ☒ No

Business Name Pink Elephant Diner Inc.

Business Mailing Address 207 S. State Street Hart MI 49420

Business owner Mark and Liz Forner

Phone# 231/730-7945 Email: markforner@gmail.com

Property Owner Name Pink Elephant Properties LLC mark & Liz Forner

Property Owner Address 207 S state Street Hart MI 49420

Parcel # 64-020-716-004-31 64-020-716-004-00

Present Use of Building Restaurant/Diner

Have you secured financial resources for this project? (Please be specific)

Yes - home equity loan

Improvement(s) Planned (check whichever applies)

- ☒ Removal of siding that was used to cover original building materials
- ☐ Exterior brick or wall surface repair
- ☐ Pointing of brick/mortar joint repair
- ☒ Window and/or door replacement/repair
- ☐ Any architectural details in need of repair and/or replacement
- ☐ Painting the building
- ☐ Landscaping
- ☒ Construction, installation and/or renovation of awnings, marquees, doors, windows, or pavement between the business door and the sidewalk
- ☐ Other city-approved façade improvements
- ☐ Other; please specify: _____

Part of Property Impacted ☒ Front ☐ Rear ☒ Side ☐ Corner lot

Total Cost of Improvement $ 21,000

Incentive Amount Requested $ 10,500

Please identify to which goals, if any, of the most recent City of Hart Master Plan and/or the City of Hart Parks & Recreation Master Plan your proposed improvements will contribute. Applications that identify contribution to either plan will receive priority for funding.

City of Hart Master Plan
Goal #: 1 Continue to build a strong downtown.
Principle #: 2 Continue to facilitate the rehabilitation of existing downtown structures.
Goal #: 1 Continue to build a strong downtown.
Principle #: 7 Preserve the historic nature of the downtown business district.
Goal #: 4 Attract tourists to the city.
Principle #: 3 Support and work with local businesses to ensure unique fixtures in the community.

City of Hart Parks & Recreation Master Plan
Goal: _____
Objective: _____
Goal: _____
Objective: _____
Goal: _____
Objective: _____

The following information must be submitted with your application:

1. Project Improvement Plans drawn to scale, if applicable
2. Samples of paint colors to be used on facade improvements
3. Photograph(s) of existing condition of property
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9. It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and incompliance with all federal, state, and local safety conditions, safety regulations, building codes, ordinances and other applicable regulations.

10. The applicant shall, at his/her own expense, indemnify, protect, defend and hold harmless the City and/or its agents and employees, from all claims, damages, lawsuits, costs, and expenses, for any property damage, personal injury or other loss relating in any way to the City of Hart TIFA Property Improvement Grant Program.

11. The Applicant understands that he/she is responsible for the maintenance of the facade improvements described here for a period of five years from the project completion in accordance with the agreements that will be executed in the event this application is approved.

Applicant's Signature _____ Date 2/28/23

Property Owner's Signature _____ Date 2/28/23

Complete and return to Hart Economic Development, 49 S. State St, Hart, MI 49420

Contractor:	Doug Stafford 207 S State Street Hart, MI 49420	License#:	47-0892237
Client:	Pink Elephant Diner Inc. - Mark and Liz Forner		207 S State Street Hart, MI 49420
Building Location:	201 S State Street Hart, MI 49420		
Renovation Description:	The following provides a cost estimate related to the interior and exterior renovation of a 130-year old building located at 201 S. State Street in Hart, MI. The scope of the project includes extensive exterior and interior renovation in order to integrate the building into an existing business - the Pink Elephant Diner Inc. located at 207 S State Street Hart MI.		

Task #1

Tear off existing overhangs and siding on both buildings

Labor cost: **$5,000.00**

Material cost:

Task #2

Move East door at 201 State to north side for new entrance related to support outdoor service

Labor cost: **$3,000.00**

Material cost: **$3,000.00**

Task #3 *Renovate, expand and make restroom at 201 State handicap accessible*

Labor cost: $10,000.00

Material cost: $10,000.00

Task #4 *Hang new white vertical siding on both buildings*

Labor cost: $12,000.00

Material cost: $12,000.00

Task #5

Construct and hang black metal awning on the east/north sides of buildings to activate outdoor service

Labor cost: **$5,000.00**

Material cost: **$5,000.00**

Task #6 *Lay new flooring and new drop ceiling at 201 State street*

Labor cost: $7,000.00

Material cost: $7,000.00

Task #7 *Cut holes, frame and hang doors for interior access between the two buildings*

Labor cost: $5,000.00

Material cost: $5,000.00

Task #8 *Hang tongue & groove on interior walls and build wooden benches for seating at 201 State*

Labor cost: $6,000.00

Material cost: $6,000.00

Task #9 *Build and finish interior walls for kitchen expansion at 201 State*

Labor cost: $5,000.00

Material cost: $5,000.00

Task #10 *Build and install beverage service counter inside 201 State street*

Labor cost: $15,000.00

Material cost: $15,000.00

Task #11 *Install backcounter and beverage service equipment inside 201 State street*

Labor cost: $10,000.00

Material cost: $10,000.00

Task #12 *Purchase seating and tables for activation of outdoor service*

Labor cost: $1,000.00

Material cost: $9,000.00

Task #13 *Upgrade electic, plumbing and heating inside 201 State street*

Labor cost: $10,000.00

Material cost: $10,000.00

Task #14 *Purchase and hang new signage on north end of 201 State Street to support outdoor service*

Labor cost: $5,000.00

Material cost: $5,000.00

Project Total Cost **$201,000**

Print Date: 02/14/2023
Recpt Date: 02/14/2023

2022
Official Winter Tax Receipt
HART CITY
64-020-716-004-00

Recpt No: 00000831

CITY OF HART
KARLA SWIHART, TREASURER
407 STATE ST, STE 1
HART, MI 49420-1259
231-873-2488

Received of:
PINK ELEPHANT PROPERTIES LLC
207 S STATE ST
HART MI 49420

TAXABLE: 28,822 SEV: 33,600 SCHL: 64040
PRE/MBT: 0.0000 CLASS: 201

PREVIOUS PAYMENTS			PREVIOUS PAYMENTS		
Date	Chk #	Amount	Date	Chk #	Amount

**** CURRENT PAYMENT ****

Date	Chk #	Amount
02/14/2023	2223	927.75
	Total Recvd:	**927.75**

DETAILED BREAKDOWN OF BILLING/PAYMENTS FOR 64-020-716-004-00

DESCRIPTION	MILLAGE	Tax Billed	Total Paid	BALANCE
COUNTY AMBULANCE	0.9000	25.93	25.93	0.00
COUNTY 9-1-1	0.1374	3.96	3.96	0.00
COUNTY COA	0.9838	28.35	28.35	0.00
COUNTY VETERANS	0.0986	2.84	2.84	0.00
COUNTY MCF BLDG	0.0379	1.09	1.09	0.00
COUNTY MCF OPER	1.9730	56.86	56.86	0.00
HART SCH OPER	17.7291	510.98	510.98	0.00
HART SCH DEBT	2.8100	80.98	80.98	0.00
HART SCH SINK FD	1.6800	48.42	48.42	0.00
WS ESD OPER	0.2750	7.92	7.92	0.00
WS ESD SPEC ED	2.3726	68.38	68.38	0.00
WS ESD VOC ED	0.9175	26.44	26.44	0.00
HART LIBRARY	1.9578	56.42	56.42	0.00
Admin Fee		9.18	9.18	0.00
Interest/Pen		0.00	0.00	0.00
Over Payments		0.00	0.00	0.00
TOTALS -------->	31.87270	927.75	927.75	0.00

CNTY: 01/01/2022 - 12/31/2022 Cty: 07/01/22 - 06/30/23
SCHL: 07/01/22 - 06/30/23 ST : 10/01/22 - 09/30/23

Property Description
. LC-80 PC825697 QC847008 WD847009 QC847007 QC8810016 QC924191 QC-L2002 P17541 QC-L2015P14931 CITY OF HART CORBIN-WIGTON ADDITION 21 FT N & S BY 50 FT E & W IN NE COR OF LOT 4 BLK 16

Addr: 201 S STATE ST

I HEREBY CERTIFY THAT APPLICATION WAS MADE TO PAY ALL TAXES, SPECIAL ASSESSMENTS AND SURCHARGES, DUE AND PAYABLE AT THIS OFFICE ON THE DESCRIPTION SHOWN IN THIS RECEIPT EXCEPT THOSE AMOUNTS SHOWN IN THE'BALANCE' COLUMN ABOVE.

To: PINK ELEPHANT PROPERTIES LLC
207 S STATE ST
HART MI 49420

Karla Swihart

TREASURER

CITY OF HART

Property Improvement Grant Agreement

THIS AGREEMENT, entered into this 28th day of February 2023, between the City of Hart, Michigan (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to witness:

Owner Name: Mark and Liz Forver

Lessee's Name: Pink Elephant Diner Inc.

Name of Business: Pink Elephant Diner Inc.

Tax ID#/Social Security#: 47-0892237 Address of Property to be improved: 207 S State St Hart MI 49420

WITNESSETH:

WHEREAS, the City of Hart has established a Property Improvement Program for application within the Hart TIFA District ("District"); and

WHEREAS, said Property Improvement Program is administered by the CITY with the advice of the TIFA Board and is funded by the TIFA District for the purposes of controlling and preventing blight and deterioration with the District; and

WHEREAS, pursuant to the Property Improvement Program, the City has agreed to participate, subject to its sole discretion, 1) in reimbursing owners/lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved contract cost of such improvements, as set forth herein; and

WHEREAS, the OWNER/LESSEE'S property is located within the Hart Tax Increment Financing District, and the OWNER/LESSEE desires to participate in the Property Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1

With respect to the property improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such of the

funds reimbursed by the CITY for the Property improvements.

The actual total reimbursement amounts per this Agreement shall not exceed $ _____ for Property improvements. The improvement costs, which are eligible for CITY reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the CITY. Such plans, design drawings, specifications, and estimates are attached hereto as EXHIBIT A.

SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the CITY. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

The City Zoning Administrator shall periodically review the progress of the contractor's work on the property improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the improvements and upon their final inspection and approval by the City Zoning Administrator, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the property improvement related work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. OWNER/LESSEE shall also submit to the CITY an executed and notarized Façade Easement Agreement, as provided in Section 6 below. The CITY shall, within forty-five (45) days of receipt of the Façade Easement Agreement, the contractor's statement, proof of payment, and lien waivers, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost

estimate or one-half of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof.

SECTION 5

If the OWNER/LESSEE or the OWNER/LESSEE'S contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings, and specifications and the terms of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6

Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the CITY, and any additional review body designated by the City Manager, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a Façade Easement Agreement in the form attached to this Agreement as Exhibit A and shall provide the CITY with a copy of the recorded Easement Agreement promptly after it is recorded.

SECTION 7

This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the Property improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8

The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the property improvement(s). Including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said Property improvement(s).

SECTION 9

Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the Property improvement provided for in this Agreement, provided such other work is consistent with and does not contravene the Façade Easement Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF HART

_____

City Manager

ATTEST

_____

City Clerk

Hart City Master Plan Goals 2017

OVERVIEW

Through public input and deliberation by the Planning Commission and City Council, goals and planning principles were developed to guide decisions concerning growth, preservation, and investment within the City of Hart. Goals and planning principles, along with the conceptual land use vision provided by the Future Land Use Map, will allow Hart to achieve its future vision of the City.

- Goals. The ends toward which the planning effort is directed; the vision of the desired future of the City.
- Principles. Protocol to guide decisions and achieve desired outcomes. Description of the City's intent regarding land use related issues.

GOALS AND PRINCIPLES

Goal 1: Continue to build a strong downtown that serves as a hub of community activity that provides a unique and beautiful backdrop for area events, social interaction, and commerce, while maintaining its historic nature.

Principles:

1. Continue to support the Main Street Program and implement the Michigan Main Street Four-Point Approach and focus on design, economic restructuring, promotion, and organization.
2. Continue to facilitate the rehabilitation of existing downtown structures and protect historic buildings with incentives, and as necessary, enforcement actions.
3. Promote infill development that matches and complements the existing classic main street design.
4. Work with anchor downtown businesses to strengthen their position in the community and cross promote with other businesses.
5. Continue to monitor marketing opportunities as outlined in the 2012 Downtown Marketing study. Recruit uses that complement the rural and recreational nature of the area, such as restaurants and retail.
6. Support the volunteer-based Main Street program efforts (Main Street Four-Point Approach #4).
7. Preserve the historic nature of the downtown business district.
8. Expand on-street parking opportunities and street-scaping.

Goal 2: Attract new permanent residents to the City that are seeking a vibrant small-town atmosphere.

Principles:

1. Identify target demographics for recruitment as permanent residents of the City. Establish an advertisement campaign to reach out to those demographics.
2. Promote the development of a progressive retirement community; including, independent care, partial care and full care.
3. Provide for a variety of housing types for people wishing to be future permanent residents of the City, including dependent care, senior housing, attached single-family housing, and multi-family.

4. Identify several areas in the City that can be beautified and engage in a simple public "spruce-up campaign." Work with civic, business, neighborhood, church and school groups to sponsor activities to upgrade these areas. Efforts may include painting street lights and fire hydrants, street cleaning and planting low maintenance landscaping.
5. Work with local economic development authorities to pursue care facilities and ensure facilities are allowed in target areas.

Goal 3: Maintain, expand, and improve a collection of indoor and outdoor recreational facilities throughout the community for residents and visitors.

Principles:

1. Actively plan for park maintenance and improvements, using the Parks & Recreation Plan as a platform for activity.
2. Work with Main Street to develop more facilities in existing parks to increase activity within them and to the extent possible, tie activities to downtown businesses.
3. Promote bicycle and pedestrian facilities and accommodations to ensure safe non-motorized transportation options and opportunities for physical activity and recreation.
4. Capitalize on the Hart-Montague Trail as a recreational resource and economic driver.

Goal 4: Attract tourists to the City and utilize the synergy of Lake Michigan, Silver Lake, Pentwater and Ludington.

Principles:

1. Advertise the City in state and region-wide publications as a place to visit; emphasize events and recreational facilities.
2. Cross promote activities and events in the City with tourist attractions like the state park, Hart historic district, Hart Lake, John Gurney Park, the Hart-Montague Trail, and others.
3. Support and work with local and ethnic businesses to ensure they are unique and attractive fixtures in the community.

Goal 5: Develop a cost effective, consolidated infrastructure system.

Principles:

1. Expand public water and sewer to un-served City locations.
2. Engage in dialog with surrounding communities regarding shared services to stretch limited community resources.
3. Continue to prepare short and long-term capital improvement programs covering major infrastructure and facility needs. Consider the Master Plan during the annual CIP planning process and capital project development and prioritization.
4. Consider traffic calming measures as opportunities arise, particularly in neighborhoods and downtown.
5. Continue support of the Michigan Energy Optimization Program.
6. Encourage neighborhood and development connectivity for streets and non-motorized transportation to ensure a more efficient and convenient transportation network.

Goal 6: Polk Road shall serve as an inviting and attractive gateway to the City of Hart that accommodates economic development and provides a safe travel way for a variety of users.

Principles:

1. Capitalize on the Polk Road and US-31 interchange and the potential to attract visitors into City limits.
2. Ensure a proper mix of commercial and residential designated areas to provide an adequate amount of commercial opportunities for residents and visitors.
3. Work with MDOT to consolidate driveways and plan for safer and efficient access along Polk Road.
4. Ensure safe travel for pedestrians, cyclists, and drivers.

Goal 7: Receive and maintain status as a Redevelopment Ready Community®.

Principles:

1. Follow best practices for the RRC program.
2. Maintain a list of prioritized redevelopment sites.

Goal 8: Protect wetlands, streams, and Hart Lake from environmental degradation.

Principles:

1. Consider water quality during development review and infrastructure projects.
2. Preserve mature vegetated riparian buffer areas.

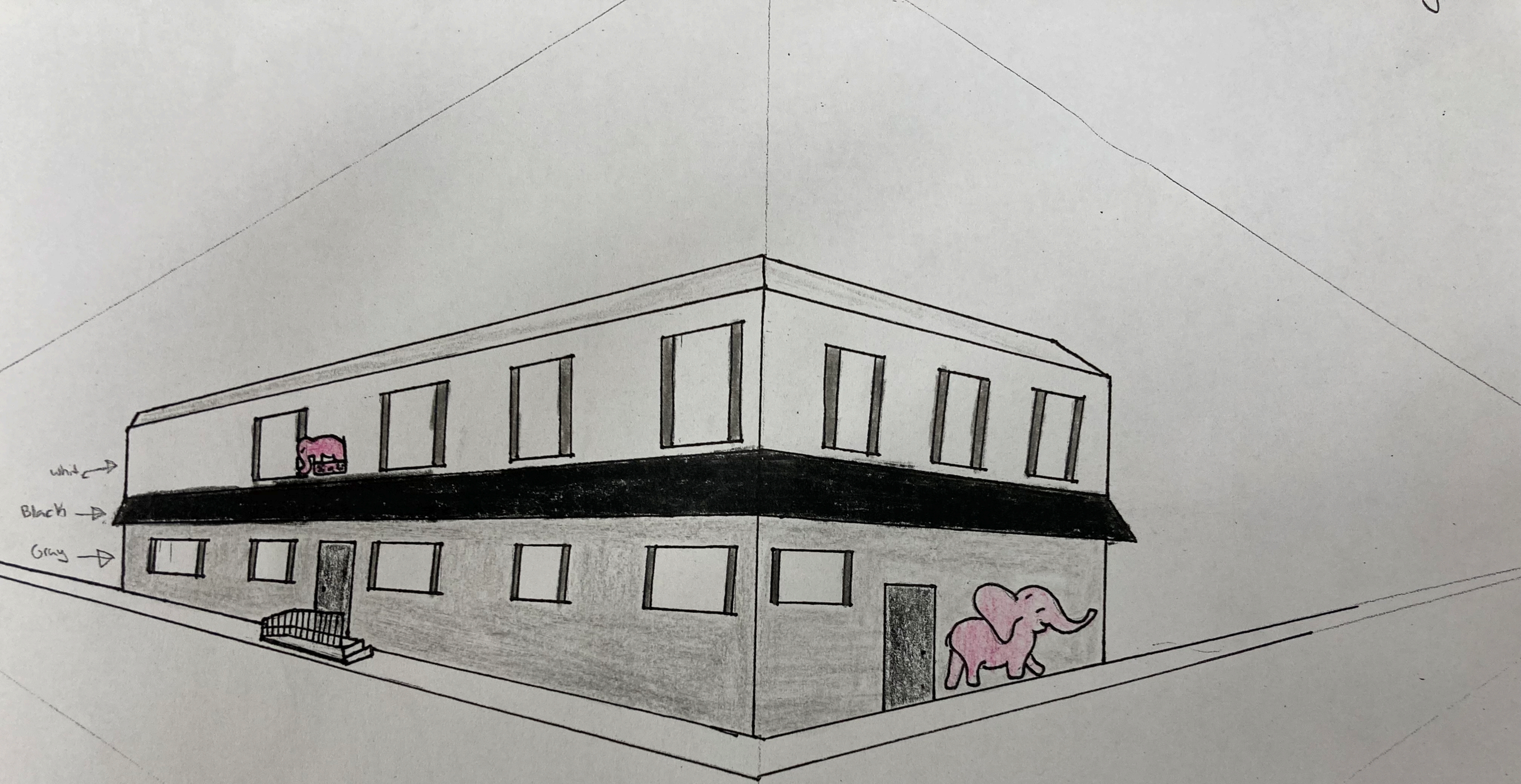
Pink Elephant Diner



201 S. STATE ST.


DINER
OPEN
201 S. STATE ST


Pink Elephant
DINER


white
Black
Gray