



City of Hart, Michigan

TIFA Board

May 16, 2023, 1:00 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 April 2023 Minutes
6. Approval of May 2023 Financials
7. Action Items
 - a. Lease Agreement with Morningside Pallet Co @ Ceres Property & Sale of Freestanding Sign
 - b. Pink Elephant Sidewalk Update
 - c. Authorize Transfer of \$5000 to HEART for Tin Man Sculpture
 - d. TIFA Administrator
 - e. Property Improvement Grant – Will TIFA Consider Residential Requests
8. Discussion Items
9. Member Comment
10. Adjournment - *next regular meeting June 20, 2023 at 1pm*



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

TAX INCREMENT FINANCE AUTHORITY (TIFA)

April 18, 2023, at 1:00 pm

MINUTES

Call to Order: Windell called the meeting to order at 12:59 pm. Voice rollcall was then taken.

Members Present: Tracey Lipps, Scott Hegg, Gale Goldberg, Deborah Windell, Bill Hegg

Members absent: Amy Trudell

Others present: Nichole Kleiner

Approval of Agenda: Motion by S Hegg, supported by B Hegg to approve the agenda. Motion carried.

Public Comments: none

March Minutes: Motion by Motion by Goldberg, supported by S Hegg, to approve the March minutes with the correction of the parking lot listed at Walkers being changed to Commons Parking Lot. Motion carried.

Financials: Motion by Lipps, supported by S Hegg, to approve the March financials. Motion carried.

Action Items:

1. **Sidewalk requests for proposals** – Nichole reported that after speaking with the city manager he indicated that it was his intention to bid out sidewalk repairs this summer but did not have an anticipated date. Nichole asked if TIFA would like to wait and work in conjunction with the city on TIFA sidewalk repairs or to bid them separately. TIFA expressed concerns for Pink Elephants project as the Forners stated at the March meeting that they were assured by the city manager last fall that their double curb sidewalk would get corrected this summer. Nichole questioned how to coordinate Pink Elephants renovations, which include a new concrete approach, with the city's. S Hegg suggested we tell Pink Elephant that we need their plans/drawings before we can post an RFP for our portion of the sidewalk. Nichole agreed to reach out. Lipps suggested a special meeting if we need to make a decision before the next meeting.
2. **Request for 60-day extension, Kristi's Pour House Property Improvement Grant** – motion by Goldberg, supported by B Hegg to authorize 60-day extension. Motion carried.
3. **Request for additional \$1000 for annual flowers downtown** – Paul Cutter has agreed to expand the annual flower plantings behind NAPA in the parking lot to beautify that area along with 6 hanging baskets on downtown light poles and two large planters at Pocket Park. He is requesting an additional \$1000 to cover the cost, along with the \$2000 authorized prior to, for a total of \$3000 for annuals and planters downtown. Motion by Goldberg, supported by S Hegg to increase annual flower allocation to \$3,000.

Discussion Items

1. **Consider reducing Property Improvement Grant budget to \$30,000 and create a new incentive for art in Hart.** S Hegg suggested adding "art installments" to the existing grant and keep the budget as-is. Motion by Lipps, supported by S Hegg to add "outdoor public art installments" to the existing Property Improvement Grant's list of eligible expenses. Motion carried.
2. **Ceres Property Utilities** – Nichole advised board that utilities for Ceres are averaging about \$100/mo. She also asked if Ceres would be willing to sell their freestanding sign. There is also an interest in renting one of the buildings. Board asked if renter would have use for the sign. It was suggested that a realtor help us with setting the cost of the rent.
3. **Streetscape** – Nichole asked the board what their goals are with the streetscape project stating that the presentation from Prein & Newhoff was met with a great deal of resistance to the proposed changes. During discussion, Nichole created a list of items the board had been discussing and had each individual member vote on its priority. The results, in order of priority, were (tied for first) pedestrians & parking (tied for second) dining & store front delivery, 3. Wider sidewalks 4. Bicycles 5. Green space

Communications From Members: Lipps made a suggestion that we consider a shuttle service to help with the lack of parking, possibly a trolley. Lipps also asked what was happening with the Hart Commons arch sign and Nichole advised that it was getting restored. Lipps asked what was happening with the request to have animals on the property south of

John Gurney Park and Nichole advised that the topic would be presented to the planning commission for discussion. Goldberg reported that Hart Heritage Days will hold its last annual event this year, due to lack of volunteers and interest.

Adjournment: Meeting adjourned at 2:34 pm.

The next regularly scheduled meeting is May 16, 2023 at 1:00 pm.

Respectfully submitted Nichole Kleiner, Community & Economic Development Director



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: 04/01/23 to 04/30/23	Beginning Balance	\$250,326.07
Days in Statement Period 30	Credits (+)	3,639.07
Average Ledger Balance* 225,806.84	Regular Deposits	3,639.07
Average Collected Balance* 225,806.84	Debits (-)	50,108.01
* The above balances correspond to the service charge cycle for this account.	Regular Checks Paid	50,108.01
	Ending Balance	\$203,857.13

Interest paid last year \$99.84

Deposits (+)

Account:-----9172

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
04/13	3,639.07	tax disbursement	Remote				

Checks (-)

Account:-----9172

Date	Amount	Check #	Date	Amount	Check #
04/05	25,000.00	1091 walker demo	04/21	108.01	1096 utilities ceres
04/25	25,000.00	1095* pop up sheds			

(*) 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.

Balance Activity

Account:-----9172

Date	Balance	Date	Balance	Date	Balance
03/31	250,326.07	04/13	228,965.14	04/25	203,857.13
04/05	225,326.07	04/21	228,857.13		

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COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of June 01, 2023, by and between Hart Tax Increment Finance Authority ("Landlord"), and Morningside Pallet Merchandise ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the south 4,200 square foot of the building at 3 E Main Street (the "Premises") located at 3 E Main St, Hart, MI 49420.

TERM. The lease term will begin on June 01, 2023 and will terminate on December 31, 2023.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$_____, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 407 S State St, Hart, Michigan 49420. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for storage of pallets only. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

STORAGE. Tenant shall be entitled to store items of personal property in the south 4,200 square foot of 3 E Main Street during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30-days days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Hart Tax Increment Finance Authority
407 S State Street
Hart, Michigan 49420

TENANT:

Morningside Pallet Merchandise
49 S State St
Hart, Michigan 49420

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Michigan.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Hart Tax Increment Finance Authority

By: _____
Nichole Kleiner, Director

Date: _____

TENANT:

Morningside Pallet Merchandise

By: _____
Chad Gale, Owner

Date: _____