

City of Hart, Michigan
CITY COUNCIL AGENDA
June 23, 2026, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Cunningham, Hodges, Mullen, Root, Thomson, Klotz
3. Pledge of Allegiance
4. Approval of Agenda
5. Public Comments – **Public comment on any matter other than a scheduled public hearing. We ask that you please limit your comments to 3 minutes.**
6. Consent Agenda:
 - a. Approval of Minutes from June 9, 2026
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports – Police/BioPure/Public Works/Energy/♥C&E Dvlp./Parks & Rec
7. Action Items
 - a. Resolution 2026-33 Great Lakes Franchise Agreement
 - b. Resolution 2026-34 Employee Handbook Amendments and Authority for Admin Revisions
 - c. Resolution 2026-35 Amend Utility Rules and Regulations
8. Discussion Items
 - a. Public Safety Millage Memo
 - b. Starting Block Facility Review and Assessment Memo
9. Special Event Permit Request
 - a. Elevate Oceana Testimony Day @ Hart Commons, July 25th 1-4pm
10. City Manager Report
11. Communications from the Mayor and Council (Including board and committee updates)
 - a. West Michigan Fire Authority Update
12. Adjournment –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
June 9th, 2026
MINUTES – Draft

PRESENT: Mayor Amanda Klotz, Councilors Catalina Burillo, Jim Cunningham, Andrew Mullen, Betty Root and Karen Thomson

ABSENT: Dean Hodges

OTHERS PRESENT: City Manager – Nichole Kleiner, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, DPW Superintendent – Brad Whitney, Hart Police Officer Jack Hoekstra, Parks and Recs Superintendent – Chris TerHaar, Trey Choilc, Sharon Hallack, Christine Juska, Steve Volpp

APPROVAL OF AGENDA:

- C. Burillo motioned to agenda and was supported by K. Thomson
 - Ayes: 6 Nays: 0 Absent: 1

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- Steven Volpp, Permission-Base Presentation, Mr. Volpp who was born and raised in Hart Mi, has moved back to the community and would like to provide the City with Website design, and become ADA compliant. Wanted to share a brief presentation before Council tonight and share a little bit about Permission Base and why we would the best fit for the City's new web designer.

PUBLIC HEARING:

▪ **Fiscal Year 2026-2027 Budget**

- A. Mullen motioned to open Public Hearing on FY 26/27 budget at 7:48pm and was supported by C. Burillo
 - Ayes: 6 Nays: 0 Absent: 1

With no public present:

- J. Cunningham motioned to close Public Hearing on FY 26/27 budget at 7:51pm and was supported by B. Root
 - Ayes: 6 Nays: 0 Absent: 1

▪ **Property Tax Levy for Fiscal Year 2026-2027**

- A. Mullen motioned to open Public Hearing on Property Tax Levy FY 26/27 and was supported by C. Burillo
 - Ayes: 6 Nays: 0 Absent: 1

With no Public present:

- J. Cunningham motioned to close the Public Hearing on Property Tax Levy FY 26/27 and was supported by K. Thomson
 - Ayes: 6 Nays: 0 Absent: 1

CONSENT AGENDA:

- Approval of minutes from May 26th, 2026
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
- Planning Commission Annual Report

- B. Root motioned to approve the Consent Agenda, and was supported by K. Thomson
 - Ayes: 6 Nays: 0 Absent: 1

ACTION ITEMS:

- Resolution 2026-27 Adopt Fiscal Year 2026-2027 Budget
 WHEREAS, Pursuant to Chapter IX of the Hart City Charter, the City Council is required to conduct a public hearing on and adopt an annual budget on or before the First meeting in June of each year; and
 WHEREAS, the City Manager and City staff have prepared and submitted a proposed Fiscal Year 2026-2027 budget for review and consideration by the City Council and various City boards and committees; and
 WHEREAS, the City of Hart has prepared a Ten-Year Capital Improvement Program as a planning and forecasting tool to assess the long-term infrastructure, utility, facility, equipment, and capital needs of the City; and
 WHEREAS, a public hearing on the proposed Fiscal Year 2026-2027 budget was duly noticed and held on June 9, 2026 providing citizens an opportunity to comment on the proposed budget; and
 WHEREAS, the City Council has reviewed the proposed budget and finds it to be in the best interest of the City of Hart and its residents; and
 WHEREAS, the City continues implementation of Deficit Elimination Plans approved by the Michigan Department of Treasury for the Park Fund and Sewer Fund
 NOW THEREFORE BE IT RESOLVED THAT:

Section 1. Budget Adoption:

The Hart City Council hereby adopts the Fiscal Year 2026-2027 Budget for the fiscal year beginning July 1, 2026, and ending June 30, 2027, summarized as follows:

| Fund | Revenues | Expenditures | Balance |
|--------------------------------|---------------------|---------------------|------------------|
| General Fund – 101 | \$2,329,522 | \$2,213,116 | \$116,406 |
| Major Streets – 202 | \$1,245,000 | \$1,244,800 | \$200 |
| Local Streets – 203 | \$218,200 | \$211,535 | \$6,665 |
| Street Mileage – 204 | \$119,000 | \$50,000 | \$69,000 |
| Park Fund – 208 | \$323,575 | \$235,170 | \$88,405 |
| Cemetery Fund – 209 | \$32,100 | \$32,000 | \$100 |
| TIFA Fund – 215 | \$325,000 | \$698,500 | \$(373,500) |
| Hart Lake Improvement – 241 | \$40,500 | \$10,500 | \$30,000 |
| HEART Fund – 244 | \$14,000 | \$12,400 | \$1,600 |
| Historic District Fund – 702 | \$0 | \$40,500 | \$(40,500) |
| Electric/Hydro Fund – 580 | \$5,573,836 | \$5,498,489 | \$75,346 |
| Sewer Fund – 590 | \$2,500,382 | \$1,924,304 | \$576,078 |
| Water Fund – 591 | \$575,011 | \$321,229 | \$253,782 |
| Total FY 2026-2027 | \$13,296,126 | \$12,492,043 | \$804,083 |
| Total Prior Year Budget | \$11,797,617 | \$11,038,267 | \$759,350 |

Section 2. Appropriations:

The expenditures identified within the adopted Fiscal Year 2026-2027 Budget are hereby appropriated for the purposes specified therein.

The City Council establishes budgetary control at the fund level

Section 3. Budget Administration:

The City Manager is authorized and directed to administer the budget in accordance with the Uniform Budgeting and Accounting Act and applicable City policies.

Transfers within a fund may be made administratively as permitted by policy. Any amendment increasing total fund appropriations shall require approval of the City Council.

Section 4. Deficit Elimination Plans:

The Fiscal Year 2026-2027 Budget incorporates the City’s approved Deficit Elimination Plans and financial recovery strategies for the Park Fund and Sewer Fund, and staff is authorized to continue implementation of those plans.

Section 5. Effective Date:

This Resolution shall take effect immediately upon adoption.

- J. Cunningham motioned to approve Resolution 2026-27 and was supported by C. Burillo
 - Ayes: 6 Nays: 0 Absent: 1

- Resolution 2026-28 Authorize Property Tax Levy for Fiscal Year 2026-2027
 WHEREAS, the City of Hart has established a general millage for operating purposes and voted millage for the cemetery and street improvements in 2018 and 2024, respectively; and
 WHEREAS, the City conducted a “Truth In Taxation” hearing on June 9th, 2026, which permits the proposed tax rates to exceed the maximum rates allowed by “Headlee” rules (MCL 211.34); and
 WHEREAS, the City has determined that for FY 2026 that it is necessary to levy the maximum allowable mill levy;
 NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

Adopts and levies the following tax rates for 2026 as follows:

| <u>PURPOSE</u> | <u>2026 MILLAGE RATE</u> |
|--------------------------------|--------------------------|
| Operating | 11.8589 |
| Streets (Voted November 2024) | 1.8702 |
| Cemetery (Voted November 2018) | .4682 |
| TOTAL | 14.1973 |

- B. Root motioned to approve Resolution 2026-28 and was supported by K. Thomson
 - Ayes; 6 Nays: 0 Absent: 1

- Resolution 2026-29 Adoption of Fiscal Year 2026-2027 Utility Rates
 WHEREAS, the City of Hart owns and operates municipal electric, water, and wastewater utility systems and for residential solid waste collection services contracts
 WHEREAS, the cost associated with operating, maintaining, repairing, replacing, and improving these systems continue to increase due to inflation, regulatory requirements, capital investment needs, purchased power costs, equipment replacement, contractual obligations, and infrastructure improvements; and
 Whereas, the City has previously completed utility rate studies and financial analyses including the, 2023 Electric Cost of Service and Rate Study, the 2023 Wastewater financial planning and debt repayment schedule, and the 2026 Water Rate Schedule adopted by council which established recommended multi-year rate adjustments to maintain the financial sustainability of the City’s utility systems; and
 WHEREAS, the Fiscal Year 2026-2027 Budget has been developed based upon the utility and service rates continued herein; and
 WHEREAS, the City Council has reviewed the proposed rates and finds them necessary, reasonable, and in the best interest of the City and its utility customers.

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL:

Section 1. Adoption of Rates.

The City Council hereby adopts the Electric, Water, Sewer, and Residential Solid Waste Collection Rates attached as **Exhibit A**. effective for services provided on or after **July 1, 2026**.

Section 2. Power Cost Adjustment.

The Power Cost Adjustment (PCA) shall continue to be calculated and applied in accordance with City policy and utility billing practices.

Section 3. Administrative Authority.

The City Manager, Treasurer, and Utility billing staff are authorized and directed to implement the rates adopted herein and make all necessary administrative adjustments to utility billing records.

Section 4. Repeal of Conflicting Rates.

All resolutions, rate schedules, or portions thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date.

This Resolution shall take effect immediately upon adoption, with rates effective for utility services are provided on or after July 1, 2026.

- A. Mullen motioned to approve Resolution 2026-29 and was supported by K. Thomson
· Ayes: 6 Nays: 0 Absent: 1

- Resolution 2026-30 Ratify Union Bargaining Agreement Police and Utility
WHEREAS, the City of Hart has engaged in good-faith collective bargaining with the Police Officers Labor Council (POLC) and the Utility Workers Union of America (UWUA); and
WHEREAS, the parties have reached successor collective bargaining agreements covering the period of **July 1, 2026 through June 30, 2030**; and
WHEREAS, the membership of the POLC and UWUA have ratified their respective agreements; and
WHEREAS, the negotiated agreements include wage adjustments, benefit modifications, operational and scheduling provisions, and other mutually agreed-upon contract language updates intended to support the continued delivery of quality municipal services; and
WHEREAS, the personnel and finance committee has reviewed the terms of the negotiated agreements and finds them to be in the best interest of the City and its employees:
NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL: hereby ratifies the Collective Bargaining Agreement between the City of Hart and the Police Officers Labor Council (POLC) for the period of July 1, 2026, through June 30, 2030.
BE IT FURTHER RESOLVED THAT THE HART CITY COUNCIL: hereby ratifies the Collective Bargaining Agreement between the City of Hart and the Utility Workers Union of America *UWUA) for the period of July 1, 2026, through June 30, 2030.
BE IT FURHTER RESOLVED THAT THE: Mayor, City Manager, and the members of the Personnel Committee are authorized to execute the agreements on behalf of the City, together with the authorized representatives of the respective labor organizations.

- .J. Cunningham motioned to approve Resolution 2026-30 and was supported by B. Root
· Ayes: 6 Nays: 0 Absent: 1

- Resolution 2026-31 Review website provider features and quotes
WHEREAS, the City's current website provider, City Web Central, is retiring and will no longer provide hosting and support services; and
WHEREAS, the City must comply with ADA Title II website accessibility requirements by 2027; and
WHEREAS, the City reviewed proposals from Govstack, Revize, and Permission Base for website redesign and hosting services; and
WHEREAS, the Permission Base proposal includes website redesign, content migration, ADA compliance, staff training, legal compliance documents, and ongoing platform support; and

WHEREAS, the proposal also includes JohnGurneyPark.com, HartHistoricDistrict.com, andTakeMeToHart.org, creating a unified platform for website management, reservations, communications, and related digital services; and

WHEREAS, the City Council finds the Permission Base proposal to be in the best interest of the City due to its functionality, compliance features, consolidation opportunities, and overall value.

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL: hereby authorizes the City Manager to enter into an agreement with Permission Base for the redesign, migration, hosting, and support of CityofHart.org, JohnGurneyPark.com HartHistoricDistrict.com and TakeMeToHart.org in an amount not to exceed \$20,000 for implementation and \$5,100 annually for ongoing platform and reservation system services.

- A. Mullen motioned to approve Resolution 2026-31 and was supported by K. Thomson.
 - Ayes: 6 Nays: 0 Absent: 1

- Resolution 2026-32 Authorize Negotiations with Everest Infrastructure Partners for a Telecommunications Easement.

WHEREAS, the City of Hart has received proposals to acquire a telecommunications easement associated with the City's water tower wireless communications site; and

WHEREAS, City Council has reviewed the proposals and finds that the Everest Infrastructure Partners proposal offers the greatest immediate financial benefit to the City while providing an opportunity for future revenue sharing; and

WHEREAS, City Council desires to further evaluate the proposal through negotiations and legal review.

NOW THEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL: hereby authorizes the City Manager to negotiate terms with Everest Infrastructure Partners regarding a telecommunications easement and related lease assignment for the water tower site.

BE IT FURTHER RESOLVED that any proposed agreement shall be subject to legal review and returned to the City Council for final approval prior to execution.

- A. Mullen motioned to approve Resolution 2026-32 and was supported by K. Thomson.
 - Ayes: 6 Nays: 0 Absent: 1

SPECIAL EVENTS PERMIT REQUESTS:

- Hart First Baptist Church Service & Baptism with use of Pavilion at John Gurney Park on July 19, 2026, from 8:30am -12:30pm – Approved
 - Ayes: 6 Nays: 0 Absent: 1
- Music on the Commons – Thursday June 25 – August 27, 6:30 – 8:30pm at Hart Commons – Approved
 - Ayes: 6 Nays: 0 Absent: 1
- Hart Sparks, July 2nd, 6:00 – 10:45pm at Hart Commons with Road Closures at State/Main St – Approved
 - Ayes: 6 Nays: 0 Absent: 1

DISCUSSION ITEMS:

- None

CITY MANAGER'S REPORT:

Status of ongoing projects:

- Hart Plaza Streetscape
 - Huge thanks to Hart Rotary for the \$22,5000 donation toward the community fireplace downtown.
- Starting Block – met with new Director, Trey Choice who is working on a sustainability plan with the following tentative timeline:
 - Present plan to Starting Block Board for direction/input (30-45 days)
 - Present plan to City Council (60 days)

Host a community information session featuring Starting Block entrepreneurs showcasing their products, seek new board members, volunteers, etc and get people excited about the next chapter
Enter into an agreed upon new lease and terms with City – (end of year)

Events:

- 06/11/2026, 1pm – Ribbon Cutting @ Events Boutique (new business) 53 S State St
- 06/11/2026 11a-3p – Road Commission Open House 3501 W Polk Rd
- 06/12/-06/14 2026 – National Asparagus festival
- 06/25/2026 – 6:30-8:30pm Music on the Commons kickoff concert @ Hart Commons
- 06/26 – 06/27/2026 – City-wide Garage Sales
- 07/02/2026 – Hart Sparks, Downtown Hart

CLOSED SESSION:

- Motion to enter into Closed Session pursuant to Section 8(a) of the Michigan Open Meetings Act, MCL 15.268(a), to conduct the six-month performance evaluation of the City Manager.
 - A. Mullen motioned to go into closed session at 8:32pm pursuant to Section 8(a) of the Michigan Open Meetings Act, MCL 15.268(a) and was supported by J. Cunningham
· Ayes: 7 Nays: 0 Absent: 0
 - A. Mullen motioned to go back into open session at 8:50pm and was supported by K. Thomson
· Ayes: 7 Nays: 0 Absent: 0

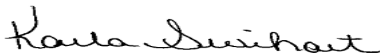
COMMUNICATION FROM MAYOR AND COUNCIL:

- National Asparagus Festival kicks off is Friday night
It starts with a entertainment tent at 6pm followed by a free concert, and annual Queen Crowning
- Thank you to everyone who showed up for annual flower planting on Sunday morning at the Commons, A big thank you to Paul and Jami Cutter for your hard work and dedication and the planning that it takes to make the commons beautiful.
- A. Mullen, HEART meeting Wednesday June 10th at 2pm in the Community Center following that meeting will be the Hart Heritage Preservation Group

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:55pm. The next regularly scheduled meeting will be on June 23rd, 2026, at 7:30 pm.

Respectfully Submitted,



Karla Swihart, City Clerk

| Payables Date 06.24.2026 | Description | Total | General + | DPW | Energy | BPTF | Water |
|-------------------------------|---|---------------|-------------|-----------|---------------|-------------|-------------|
| ACE 1 Port-A-Potties | Portable Restroom - Hydro Disc Golf | \$ 100.00 | | | \$ 100.00 | | |
| ACE 1 Port-A-Potties | Portable Restroom - Vets Park | \$ 175.00 | | | \$ 175.00 | | |
| ACE 1 Port-A-Potties | Portable Restroom - JGP Boat Launch | \$ 100.00 | \$ 100.00 | | | | |
| Charter | Internet - Hart Commons | \$ 125.00 | \$ 125.00 | | | | |
| Charter | Fax - PD | \$ 45.19 | \$ 45.19 | | | | |
| Cintas | Bathroom Supplies JGP 6/2 | \$ 83.48 | \$ 83.48 | | | | |
| Cintas | Bathroom Supplies JGP 6/9 | \$ 219.14 | \$ 219.14 | | | | |
| Consumers Energy | Utilities | \$ 276.28 | | | \$ 276.28 | | |
| Dave's Party Store | Fuel May 2026- Parks & Rec | \$ 236.58 | \$ 236.58 | | | | |
| Dave's Party Store | Fuel May 2026 - DPW | \$ 895.28 | | \$ 895.28 | | | |
| Ferguson Waterworks | Water Meters | \$ 1,093.72 | | | | | \$ 1,093.72 |
| Ferguson Waterworks | Water Meters | \$ 3,898.42 | | | | | \$ 3,898.42 |
| First Net | Dept. Hotspots | \$ 306.18 | \$ 43.74 | | \$ 174.96 | \$ 43.74 | \$ 43.74 |
| Frontier | Phone Service - DAM | \$ 148.09 | | | \$ 148.09 | | |
| Frontier | Fibert Internet - JGP | \$ 99.99 | \$ 99.99 | | | | |
| Great Lakes Cleaning Services | Cleaning Services May 2026 - CH/CC | \$ 1,350.00 | \$ 1,350.00 | | | | |
| Great Lakes Energy | Utilities | \$ 76.97 | | | | \$ 76.97 | |
| Huntington National Bank | May 2026 CC Statement | \$ 8,154.19 | \$ 4,527.38 | \$ 626.48 | \$ 2,757.24 | \$ 243.09 | |
| Kelley, Stephen | Training Expenses: Reimbursement/Mileage | \$ 2,072.33 | | | \$ 2,072.33 | | |
| Kendall Electric | Parts/Supplies | \$ 807.39 | | | \$ 807.39 | | |
| Kendall Electric | Parts/Supplies | \$ 113.80 | | | \$ 113.80 | | |
| Kendall Electric | Parts/Supplies | \$ 105.88 | | | \$ 105.88 | | |
| Keystone | Fuel | \$ 2,212.96 | | | | \$ 2,212.96 | |
| Kushner & Company | COBRA Admin Services | \$ 80.00 | \$ 32.00 | | \$ 16.00 | \$ 16.00 | \$ 16.00 |
| Lawson-Fisher Associates | 2026 DAM Licensing Requirements | \$ 896.28 | | | \$ 896.28 | | |
| LexisNexis | Citation Support/Maintenance Annual Renewal | \$ 286.20 | \$ 286.20 | | | | |
| Lighthouse Car Care | Repairs/Maintenance - PD | \$ 1,975.00 | \$ 1,975.00 | | | | |
| Linck Law | 2025 Yr End 457b Review | \$ 1,350.00 | \$ 1,350.00 | | | | |
| Lopez, Norma | Safe Routes to School Easement | \$ 100.00 | \$ 100.00 | | | | |
| Louis Gelder & Sons | Parts/Supplies | \$ 135.78 | | \$ 135.78 | | | |
| Mason County Sheriff | Active Shooter Training - PD | \$ 600.00 | \$ 600.00 | | | | |
| Medler Electric | Parts/Supplies | \$ 141.35 | | | \$ 141.35 | | |
| Michigan Associates of Chief | Membership Dues - Chief | \$ 115.00 | \$ 115.00 | | | | |
| MPPA | Purchased Power - 6/9 | \$ 77,683.56 | | | \$ 77,683.56 | | |
| MPPA | Purchased Power - 6/16 | \$ 23,483.82 | | | \$ 23,483.82 | | |
| MPPA | June 2026 Billing Summary | \$ 104,173.38 | | | \$ 104,173.38 | | |
| NYE Uniform Company | Uniforms | \$ 644.00 | \$ 644.00 | | | | |
| Oliveros-Benitez, Joaquin | Safe Routes to School Easement | \$ 100.00 | \$ 100.00 | | | | |
| Oomen, Andy | Vehicle Repairs/Maintenance | \$ 654.00 | | | | \$ 654.00 | |
| Power Line Supply | Parts/Supplies | \$ 33.00 | | | \$ 33.00 | | |
| Power Line Supply | Parts/Supplies | \$ 542.64 | | | \$ 542.64 | | |
| Power Line Supply | Parts/Supplies | \$ 2,193.78 | | | \$ 2,193.78 | | |
| Power Line Supply | Parts/Supplies | \$ 256.50 | | | \$ 256.50 | | |
| Power Line Supply | Parts/Supplies | \$ 737.77 | | | \$ 737.77 | | |
| Steve's Auto & Truck | Repairs/Maintenance - PD | \$ 644.64 | \$ 644.64 | | | | |
| Steve's Auto & Truck | Repairs/Maintenance | \$ 299.36 | | | \$ 299.36 | | |
| Team Life | Defibrillation Pads - PD | \$ 182.00 | \$ 182.00 | | | | |
| Theka Associates Engineering | SEL Modems | \$ 4,882.00 | | | \$ 4,882.00 | | |
| Theka Associates Engineering | Temp Meters/Troubleshooting | \$ 177.65 | | | \$ 177.65 | | |
| USA Bluebook | Parts/Supplies | \$ 522.82 | | | | \$ 522.82 | |
| Verizon | Dept. Phones | \$ 432.38 | | \$ 144.85 | \$ 166.64 | \$ 120.89 | |
| Verizon | Office Phones | \$ 421.58 | \$ 284.04 | \$ 29.36 | \$ 78.82 | \$ 29.36 | |
| Vital Records/Shred | Recycling/Shredding Services | \$ 125.59 | \$ 125.59 | | | | |

| | | | | | | | |
|-----------------------------------|--|----------------------|---------------------|--------------------|----------------------|--------------------|--------------------|
| Wells Fargo Vendor RICOH | Copier Lease Payment | \$ 143.20 | \$ 143.20 | | | | |
| | Sub-total | \$ 246,709.15 | \$ 13,412.17 | \$ 1,831.75 | \$ 222,493.52 | \$ 3,919.83 | \$ 5,051.88 |
| <u>HAND CHECKS/ACH/EFT</u> | | | | | | | |
| | Sub-Total Regular Bills/Hand Checks | \$ 246,709.15 | \$ 13,412.17 | \$ 1,831.75 | \$ 222,493.52 | \$ 3,919.83 | \$ 5,051.88 |
| Gross Payroll | PR 265 | \$ 81,095.36 | | | | | |
| Gross Payroll | | | | | | | |
| Gross Payroll | | | | | | | |
| | Sub-Total | \$ 81,095.36 | | | | | |
| | GRAND TOTAL | \$ 327,804.51 | \$ 13,412.17 | \$ 1,831.75 | \$ 222,493.52 | \$ 3,919.83 | \$ 5,051.88 |



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: June 23rd, 2026

RECENT EVENTS

From Thursday, June 4th, 2026, through Wednesday, June 17th, 2026, the Hart Police Department received 74 complaints ranging from Juvenile Complaints, Motorist Assists, Suspicious Situations, Mental Health complaints, Alarms, Malicious Destruction of Properties, Medical Assists, Animal Complaints, Threat Complaints, Unwanted Person Complaints, and Assist to Other Agencies.

On Thursday, June 4th, 2026, the Hart Police Department was dispatched to the 800 block of Griswold Street, referencing a 33-year-old Hart man who had an active/valid probation violation warrant for this arrest. The man was located and taken into custody without incident. The man was lodged at the Oceana County Jail.

On Saturday, June 6th, 2026, Officer Hoekstra participated in a Bicycle Rodeo hosted by the Hart VFW. Officer Hoekstra, along with other public safety departments, passed out bicycle helmets, safety pamphlets, and bicycle lighting to attendees. I would like to thank Officer Hoekstra for participating in this event.

On Monday, June 8th, 2026, Sgt. Skipski presented a magic performance during the 5th-grade awards ceremony. D/Sgt. Skipski interacted with the students and staff during the presentation, creating an enjoyable atmosphere for all present.

On Tuesday, June 9th, 2026, the Hart Police Department was dispatched to the 300 block of Johnson Street, referencing a minor in possession of a vape product. Subsequently, a 15-year-old Hart boy was cited for Minor in Possession of a Vape Device. The boy was turned over to his parents without incident.

On Thursday, June 11th, 2026, the Hart Police Department was dispatched to the 3000 block of Polk Road, regarding a counterfeit bill being passed at a local business. It was reported on Wednesday, June 10th, 2026, that a counterfeit \$20.00 bill was passed for a purchase. The responding officer, while examining the bill, noted the front of the bill to state, "Copy Money." An investigation is ongoing.

On Saturday, June 13th, 2026, the Hart Police Department was dispatched to the 600 block of Water Street, referencing a larceny of a bicycle. A 10-year-old boy reported that his bicycle was stolen from his home by an 8-year-old boy. During the investigation, the stolen bicycle was located at the home of the 8-year-old boy. The boy later admitted to the responding officer that he had stolen the bicycle. A report will be submitted to the Oceana County Prosecutor's Office.

On Wednesday, June 17th, 2026, the Hart Police Department was dispatched to the 10 block of Plum Street, regarding a well-being check. It was reported that a 39-year-old Hart man had not been seen since Monday, June 15th, 2026. The officers were able to gain entry to the home and, upon searching the home, located the man deceased in the kitchen. An investigation is ongoing.

Respectfully,

J. Salazar,
Chief of Police



RESOLUTION 2026-33
City Council
City of Hart, Michigan
Oceana County

**A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH GREAT LAKES
ENERGY COOPERATIVE**

WHEREAS, the City Council has reviewed the proposed Franchise ~~Agreement Ordinance~~ granting Great Lakes Energy Cooperative a non-exclusive franchise for electric, fiber, broadband, and communication facilities within the portion of the City of Hart located west of US-31; and

WHEREAS, the Franchise Agreement limits such rights to the area west of US-31 and preserves the City's municipal electric rights elsewhere within the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hart hereby adopts the Franchise Agreement attached hereto and incorporated by reference, and authorizes the Mayor and City Clerk to take all actions necessary to implement the Ordinance

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

City of Hart

Oceana County, Michigan

RESOLUTION NO. 2026-33

A FRANCHISE, granting to GREAT LAKES ENERGY COOPERATIVE, its successors and assigns, the right, power and authority to lay, maintain and operate electric and fiber lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to conduct a local electric, broadband, and communication business in the portion of the City located west of US 31, Hart City, Oceana County, Michigan for a period of thirty years.

The City of Hart ORDAINS:

Section 1. Grant of Franchise. The City of Hart, located in Oceana County, Michigan (the “City”) hereby grants to Great Lakes Energy Cooperative, its subsidiaries, successors, and assigns (the “Company”) consent, permission, right and authority is hereby given to construct, lay, operate, maintain, use, and replace electric, fiber, and other communication lines, poles, cables, conduits, appliances, buildings and other necessary works, in the highways, streets, alleys and other public places in the portion of the City that is located west of US 31 and a non-exclusive franchise is hereby granted to the Company, its subsidiaries, successors, and assigns, to transact local business in the portion of the City that is located west of US 31 for the purposes of producing, storing, transmitting, selling, and distributing electricity and broadband communication services into and through the portion of the City that is located west of US 31 and all other matters incidental thereto. The rights granted herein are strictly limited to the portion of the City located west of US 31. Nothing in this Franchise shall be construed as granting the Company authority to provide retail electric service or construct electric distribution facilities elsewhere within the City without prior approval by ordinance of the City Council.

Section 1a. Reservation of Municipal Electric Rights

The City expressly reserves all rights to provide municipal electric service and to regulate electric service within all portions of the City not expressly included within this Franchise. Nothing contained herein shall be construed as transferring, expanding, or modifying electric service territory rights.

Section 2. Consideration. In consideration of the rights, power and authority hereby granted, the Company shall faithfully perform all things required by the terms hereof.

Section 3. Use of Streets and Other Public Places. The Company, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within the City and shall within a reasonable time after making an opening or excavations, repair the same and leave it in as good condition as before the opening or excavation was made. The Company, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the City and to every owner

of property abutting the Company's lines or other facilities, for all damages and costs arising from the negligence of the Company or its officers, agents, and servants.

Section 4. Force Majeure. The Company shall not be liable for failure to furnish service as herein provided, or for any breach of the Company's obligations hereunder, if such failure or breach is caused by acts of God, labor troubles, riot, or any other causes or contingencies not reasonably within the control of the Company.

Section 5. Hold Harmless. The Company shall at all times keep and save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the Company's negligent construction and negligent maintenance of the structures and equipment hereby authorized. If any action is commenced against the City resulting from Company's negligent construction and maintenance, the Company shall, upon notice, defend the City and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

Section 6. Effective Date; Term of Franchise; Acceptance by the Company. This Franchise shall take effect the day following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (30) years thereafter; provided, however, that when this Franchise shall become effective the City Clerk shall deliver to the Company a certified copy of the Franchise accompanied by written evidence of publication thereof as required by law, and the Company shall, within sixty (60) days after receipt of the above documents, file with the City Clerk its written acceptance of the conditions and provisions hereof.

Section 7. Franchise Not Exclusive. The rights, power and authority granted by this Franchise are not exclusive, and nothing contained herein shall prevent the City from granting other non-exclusive electric or broadband franchises.

Section 8. Franchise Revocable. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

Section 9. Effect and Interpretation of Franchise. All other franchises, ordinances and resolutions, and parts thereof, which conflict with any of the terms of this Franchise are hereby rescinded, to the extent of such conflict. The catch line headings which precede each section of this Franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this Franchise.

Section 10. Successors and Assigns. The words "Great Lakes Energy Cooperative" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Great Lakes Energy Cooperative and its subsidiaries, successors, and assigns, whether so expressed or not.

Ayes: _____

Attested, by Order of the City of Hart,
Oceana County, Michigan

Nays: _____

Date Passed: _____

City Clerk

Mayor

MEMORANDUM

To: Hart City Council

From: Nichole Kleiner, City Manager

Date: June 23, 2026

Subject: Employee Handbook Amendments and Administrative Authority

Staff recommends two amendments to the City of Hart Employee Handbook regarding non-union employee benefits:

- 1) **Amend Section 2.7 (Union Organizations)** to clarify that non-union employee benefits are established separately from collective bargaining agreements and are not required to mirror union benefit structures.
 - a) **Current language:** "Non-union (exempt) employees shall have the same benefit structure as indicated in the bargained agreements in regard to ETO, health benefits, retirement and longevity. Management reserves the right to change or update non-union benefits as approved by City Council."
 - b) **Proposed:** *Benefits for non-union (exempt) employees are established separately and are not required to mirror the benefit structures negotiated in union collective bargaining agreements. Management reserves the right to update or modify non-union benefits, subject to approval by City Council.*
- 2) **Remove Section 7.7 (Non-Union Benefits)**, which currently allows non-union employees to select benefits associated with union contracts. Removal will provide clearer guidance regarding administration of non-union benefits.
 - a) **Current (to be removed):** "Non-union employees may choose either UWUA or POLC for benefits offered on an individual employee basis."

In addition, staff recommends authorizing the City Manager to make future administrative and non-substantive revisions to the Employee Handbook without requiring Council approval. Any changes affecting wages, benefits, leave accruals, retirement benefits, employee rights, disciplinary procedures, or budgetary obligations would continue to require City Council approval.

These changes will improve clarity, provide greater flexibility in administering non-union benefits, and streamline future handbook maintenance.

RESOLUTION 2026-34
City Council
City of Hart, Michigan
Oceana County

**EMPLOYEE HANDBOOK AMENDMENTS AND AUTHORITY FOR
ADMINISTRATIVE REVISIONS**

WHEREAS, the City Council has reviewed proposed amendments to Sections 2.7 and 7.7 of the City of Hart Employee Handbook; and

WHEREAS, the proposed amendments clarify the administration of non-union employee benefits and remove language that is no longer consistent with the City's personnel practices; and

WHEREAS, the City Council finds it appropriate to authorize the City Manager to make future administrative and non-substantive revisions to the Employee Handbook.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

- 1. Approves the amendment to Section 2.7 and the removal of Section 7.7 of the Employee Handbook.*
- 2. Authorizes the City Manager to make administrative, formatting, legal compliance, and other non-substantive revisions to the Employee Handbook without further Council approval.*
- 3. Requires City Council approval for any future revisions affecting employee compensation, benefits, leave, retirement, disciplinary procedures, employee rights, collective bargaining obligations, or matters with a budgetary impact.*

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

RESOLUTION 2026-35

City Council

City of Hart, Michigan

Oceana County

AMENDING THE CITY OF HART UTILITY RULES AND REGULATIONS

WHEREAS, the City of Hart has adopted Utility Rules and Regulations governing electric utility service; and

WHEREAS, the City Council finds it necessary and desirable to update certain provisions to reflect current operational practices, improve administrative efficiency, and clarify ownership and maintenance responsibilities for utility facilities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hart, Oceana County, Michigan, as follows:

1. **Section III.A.2.a** is amended to increase the required utility deposit from **\$100.00 to \$200.00**.
2. **Section III.B.9.a(1)** is amended to remove the requirement for in-person contact and to reduce the required notice period from **72 hours to 24 hours prior to termination of service**.
3. **Section III.B.13** is amended by removing the final two sentences regarding future restoration fee increases and additional deposits following voluntary disconnection.
4. **Section III.H.4** is amended by deleting the existing section in its entirety and replacing it with the following:

Ownership and Maintenance of Facilities

The City shall own, operate, and maintain all electric distribution facilities up to the point of delivery. The point of delivery shall be the revenue meter for metered services and the service connection at the weather head or approved service attachment point for overhead residential and commercial services.

All facilities beyond the point of delivery, including transformers, conductors, conduit, meter sockets, and service equipment, shall be owned, maintained, repaired, and replaced by the customer at the customer's expense. The City shall have no responsibility for customer-owned equipment beyond the point of delivery.

BE IT FURTHER RESOLVED that all other provisions of the City of Hart Utility Rules and Regulations shall remain in full force and effect.

BE IT FURTHER RESOLVED that these amendments shall become effective immediately upon adoption.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regular meeting held on _____, 2026

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

CITY OF HART

PROPOSED PUBLIC SAFETY & FIRE PROTECTION MILLAGE

November 2026 Ballot Proposal Discussion

Purpose

The City of Hart is considering a dedicated Public Safety & Fire Protection Millage to provide stable funding for essential public safety services, emergency response operations, equipment, facilities, training, and infrastructure.

City Taxable Value \$64,797,900

Estimated Revenue Generated

Millage Rate Estimated Annual Revenue

| | |
|-----------|-----------|
| 3.0 Mills | \$194,394 |
| 3.5 Mills | \$226,793 |
| 4.0 Mills | \$259,192 |
| 4.5 Mills | \$291,591 |
| 5.0 Mills | \$323,990 |
| 5.5 Mills | \$356,388 |
| 6.0 Mills | \$388,787 |

Funds May Be Used For

- Fire protection services
- Emergency response operations
- Public safety training
- Equipment and apparatus replacement
- Public safety facilities and infrastructure
- Safety equipment and technology
- Related operational expenses

Example Ballot Language (4.5 Mills)

Shall the City of Hart be authorized to levy up to **4.50 mills (\$4.50 per \$1,000 of taxable value)** for a period of **five (5) years**, beginning with the 2027 tax levy and ending with the 2031 tax levy, inclusive, for the purpose of providing funds for public safety and fire protection services, including emergency response services, public safety training, equipment, apparatus, facilities, and related operational expenses?

- The estimated revenue to be collected by the City of Hart if the millage is approved and levied in the first year is approximately \$_____.
- YES NO

Estimated Impact on Property Owners

| Home Taxable Value | 3.0 Mills | 3.5 Mills | 4.0 Mills | 4.5 Mills | 5.0 Mills | 5.5 Mills | 6.0 Mills |
|---------------------------|--------------------------|-----------------------------|--------------------------|-----------------------------|----------------------------|-----------------------------|-----------------------------|
| \$50,000 | \$150/yr (\$12.50/mo) | \$175/yr (\$14.58/mo) | \$200/yr (\$16.67/mo) | \$225/yr (\$18.75/mo) | \$250/yr (\$20.83/mo) | \$275/yr (\$22.92/mo) | \$300/yr (\$25.00/mo) |
| \$75,000 | \$225/yr (\$18.75/mo) | \$262.50/yr (\$21.88/mo) | \$300/yr (\$25.00/mo) | \$337.50/yr (\$28.13/mo) | \$375/yr (\$31.25/mo) | \$412.50/yr (\$34.38/mo) | \$450/yr (\$37.50/mo) |
| \$100,000 | \$300/yr (\$25.00/mo) | \$350/yr (\$29.17/mo) | \$400/yr (\$33.33/mo) | \$450/yr (\$37.50/mo) | \$500/yr (\$41.67/mo) | \$550/yr (\$45.83/mo) | \$600/yr (\$50.00/mo) |
| \$125,000 | \$375/yr (\$31.25/mo) | \$437.50/yr (\$36.46/mo) | \$500/yr (\$41.67/mo) | \$562.50/yr (\$46.88/mo) | \$625/yr (\$52.08/mo) | \$687.50/yr (\$57.29/mo) | \$750/yr (\$62.50/mo) |
| \$150,000 | \$450/yr (\$37.50/mo) | \$525/yr (\$43.75/mo) | \$600/yr (\$50.00/mo) | \$675/yr (\$56.25/mo) | \$750/yr (\$62.50/mo) | \$825/yr (\$68.75/mo) | \$900/yr (\$75.00/mo) |
| \$200,000 | \$600/yr (\$50.00/mo) | \$700/yr (\$58.33/mo) | \$800/yr (\$66.67/mo) | \$900/yr (\$75.00/mo) | \$1,000/yr (\$83.33/mo) | \$1,100/yr (\$91.67/mo) | \$1,200/yr (\$100.00/mo) |

Discussion Points for Council

- Determine the millage amount necessary to balance the general fund
- Millage revenue may only be used for the purposes stated in the ballot language.
- Final ballot language and revenue estimates should be reviewed by the City Attorney, Assessor, Treasurer, and Clerk before submission to the Oceana County Clerk.

MEMORANDUM

To: Mayor and City Council

From: Nichole Kleiner, City Manager

Date: June 23, 2026

Subject: The Starting Block – Sustainability Planning & Property Review

The Starting Block (TSB) has requested that the City transfer ownership of the property located at 1535 Industrial Park Drive in accordance with the ownership provisions contained in the 2008 Lease-Management Agreement, which expired in 2023.

Separately, the City has received interest in the property from another party.

Given the ownership provisions contained within the original lease agreement and the differing interests regarding the property, I believe it is important for Council to understand the City's rights and obligations under the agreement before considering any action related to the future ownership, lease, sale, transfer, or other disposition of the property.

At this time, staff is not recommending any specific action regarding the property until additional guidance is obtained.

Recommendation:

1. Refer the 2008 Lease-Management Agreement to the City Attorney for review and an opinion regarding the City's rights and obligations concerning ownership of the property.

LEASE-MANAGEMENT AGREEMENT

This Lease-Management Agreement made on October 15, 2008, between the City of Hart, a municipal corporation, of 407 State Street, Hart, Michigan, 49420, hereinafter referred to as "CITY"; and The Starting Block, Inc., a Michigan non-profit 501C3 corporation, of 1535 Industrial Park Drive, Hart, Michigan, 49420, hereinafter referred to as "TENANT", jointly referred to as the "Party" or "Parties", hereby covenant and agree as follows:

1. GENERAL. TENANT is a kitchen incubator whose mission is to develop entrepreneurial businesses that add value to agricultural products available in the State of Michigan. TENANT operates and maintains a State of Michigan and U.S. Department of Agriculture licensed commercial kitchen. TENANT covenants and agrees to operate the kitchen according to the terms and conditions of its licenses and keep all licenses current. TENANT provides business start-up counseling; and offers office space and business tools to clients.
2. THE PREMISES. CITY leases to TENANT and TENANT leases from CITY the following described PREMISES: Tax parcel # 020-390-017-00; Lot 17, City of Hart Industrial Park Plat, part of the Northwest $\frac{1}{4}$ and part of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, T15N, R17W, City of Hart, Oceana County, State of Michigan, according to the recorded plat thereof, commonly known as 1535 Industrial Park Drive, Hart, Michigan.
3. ACQUISITION OF PREMISES. CITY and TENANT understand that State of Michigan Community Development Block Grant (CDBG) and Federal Economic Development Administration (EDA) grants in the amount of \$250,000 and \$210,341, respectively, were secured for the purchase of the PREMISES and equipment; and that the granting agencies required CITY to be the sole owner due to the goals, objectives, and requirements of the grant agreements. CITY acquired the PREMISES for \$400,000 on April 23, 2008 from Hughes & Sons, a Michigan Co-Partnership, 3279 E. Laketon Avenue, Muskegon, MI 49442 and the warranty deed was recorded on April 24, 2008 at Oceana County Register of Deeds. TENANT procured kitchen equipment for the amount of \$60,341.
4. GRANT REQUIREMENTS. TENANT covenants and agrees to meet or exceed the following grant goals, objectives and requirements:
 - a. U.S. Department of Commerce, Economic Development Administration Grant
 - i. TENANT shall provide adequate employment and economic benefits to the area for a period of fifteen (15) years.
 - ii. TENANT shall meet Federal requirements for non-discrimination and environmental protection.
 - b. State of Michigan Community Development Block Grant
 - i. TENANT shall create fifteen (15) permanent full-time equivalent (FTE) jobs within three (3) years of the CDBG grant agreement or by January 31, 2011.
 - ii. TENANT shall insure that fifty-one percent (51%) of the aforementioned jobs shall be made available to, or held by, low and moderate-income persons.

- iii. TENANT shall submit Income Certification Forms.
 - iv. TENANT shall submit Program Progress Reports commencing on October 15, 2008 and every six (6) months thereafter.
5. TERM. The term of this lease shall be for one (1) year, automatically renewed for up to a total of fifteen (15) years from the date of this Agreement, subject to the TENANT's good standing with the goals, objectives and requirements of the aforementioned grants.
 6. BOARD REPRESENTATION. TENANT shall appoint and maintain during the term of this agreement a board of directors to which TENANT shall be accountable for the management, operation, maintenance, and aforementioned grant obligations. CITY shall designate a representative to occupy one permanent seat on TENANT's board of directors until this lease is terminated.
 7. FUTURE OWNERSHIP. Due to the aforementioned grant obligations, the CITY shall retain ownership of the PREMISES for fifteen (15) years from the date of this agreement at which time the property will be sold to TENANT for the amount of \$1,000.00 contingent on TENANT's good standing with the aforementioned goals, objectives, and requirements of the grant agreements; and subject to TENANT being current with all utility charges or other obligations due to CITY.
 8. RENTAL FEES. The rental fee for the initial fifteen (15) year term of lease shall be \$100.00 annually, the first installment payable upon CITY and TENANT signing this Agreement and thereafter on the anniversary date of this agreement for a total of fifteen (15) payments.
 9. ASSIGNMENT AND SUBLETTING. This lease shall not be assigned without the prior written consent of CITY. Subletting is allowed and encouraged as it is material to the success of TENANT's mission and obligation to fulfill the goals, objectives, and requirements of the grant agreements.
 10. QUIET ENJOYMENT. If the TENANT shall pay the rents due herewith and shall perform all of the covenants and agreements on its part to be performed herein including the goals, objectives and requirements of the grant agreements, the CITY covenants and agrees that TENANT shall have peaceful and quiet enjoyment of the leased PREMISES.
 11. COMPLIANCE WITH LAW. TENANT shall comply with and shall observe all laws, zoning, ordinances, rules and regulations of all public authorities relating to improving or use of the leased PREMISES, and maintain compliance with all lawful requirements of the State of Michigan fire codes.
 12. REAL ESTATE TAXES. As a government-owned property, the PREMISES shall be exempt from real estate and personal property taxes. Upon the sale of the PREMISES to the TENANT, the tax exemption shall expire.
 13. UTILITY SERVICES. TENANT covenants and agrees that it will make payment for all garbage collection, snow removal, gas, electricity, water, sewer and any and all other public utilities used or consumed on said PREMISES during the term of this lease. TENANT covenants and agrees to advise CITY of

improvements that may require additional electric, water or sewer capacity at the PREMISES.

14. REPAIRS AND MAINTENANCE. The CITY shall have no responsibility to make repairs or any improvements to the PREMISES being leased. TENANT shall responsibly operate and maintain the leased PREMISES. TENANT covenants and agrees to inspect the PREMISES regularly and initiate repairs and maintenance without further direction from the CITY. Internal building improvements and new equipment installations undertaken by the TENANT are allowed and encouraged as they are material to the success of their venture.
15. RIGHT OF ENTRY. CITY shall have the right to enter the leased PREMISES at such time as will not interfere with the TENANT's normal use thereof for the purpose of inspection, repair, showing to prospective purchasers and TENANT's, posting and maintaining for sale or rental signs.
16. BUILDING EXPANSION. TENANT agrees to not expand the building footprint on the PREMISES without the written consent and executed zoning permit from the CITY.
17. INSURANCE. TENANT shall maintain insurance on the PREMISES as follows: commercial property coverage, commercial general liability coverage, business auto coverage, commercial umbrella, and business personal property coverage in amounts specified by the CITY as amended from time-to-time. TENANT shall submit insurance certificates and policies to CITY on an annual basis or whenever policies change or as requested by the CITY.

The CITY, and its employees, officers, and agents, shall be named additional insureds and this coverage shall be endorsed on the certificate and policy "as being primary to the CITY and not excess of any other insurance, similar protection (e.g. risk management association) or any other valid, applicable, or collectable insurance or self-insurance which is or may be available to or carried by the CITY" on all insurance except for workers compensation and professional liability.

The certificate of insurance must evidence that not less than 20 days notice shall be given to CITY if insurance is canceled, materially reduced, or not renewed. Should any required insurance be canceled, materially reduced or expire, all activities under this agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to CITY. All insurance shall be endorsed indicating coverage is issued upon an "occurrence", not "claims made", basis."

18. DISPOSITION OF INSURANCE PROCEEDS. In the case of loss or damage as a result of which the insurance proceeds are available in an amount sufficient to repair or rebuild the PREMISES, and if State and Federal liens or demands against the PREMISES have been satisfied, TENANT has the right to elect to use the insurance proceeds to repair or rebuild. To elect to exercise the right, TENANT must give CITY written notice of the election within 60 days of the loss or damage. If the election is made, the insurance proceeds shall be used for that purpose. If the insurance proceeds are not sufficient to repair or rebuild the

PREMISES, TENANT may elect to use the proceeds to repair or rebuild by giving written notice of the election within 60 days of the loss or damage and, along with the notice, deposit with CITY an amount sufficient to provide for full payment of the repair and rebuilding. If the election and deposit, if required, are not timely made, the insurance proceeds shall be paid in full to CITY. The payment of insurance proceeds shall not defer the time for payment of any remaining payments under paragraph 8 and the provisions of paragraph 7 shall be null and void and the PREMISES shall remain in the name of the CITY, and any remaining proceeds from the insurance payment shall be the property of the CITY.

19. MANAGEMENT SUCCESSION. TENANT shall develop, maintain, and implement a management succession plan to insure that professional, qualified, and trained individuals, consultants, and/or contractors are retained by TENANT to achieve the aforementioned goals, objectives, and requirements of the grant agreements.

20. FUTURE GRANTS. CITY and TENANT shall endeavor to secure grants from Federal, State or other sources to further advance the TENANT's mission.

★ 21. ABANDONMENT. If TENANT abandons the pursuit of the goals, objectives and requirements of the grant agreements, CITY shall have the right to immediately terminate this agreement and appoint another entity to occupy the PREMISES; or to liquidate the PREMISES to satisfy the terms of the grant agreements.

22. HOLD HARMLESS. The TENANT hereby releases and covenants not to sue the CITY and its agents, officers, and employees, and shall, to the fullest extent permitted by law, protect, indemnify and hold harmless the CITY and its officers, employees and agents, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suites, or actions and reasonable attorney fees, and shall defend CITY and its officers, employees, and agents, in any suit, including appeals, for any personal injury to, or death of, any persons or persons, or for loss, theft, or damage of and to any property or property rights arising out of the acts or omissions of TENANT, or its employees, agents, contractors or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, in the performance, or nonperformance, of the TENANT's obligations under this agreement. The CITY hereby reserves the right to select its own counsel in defense of any matter arising hereunder, and no payment, or acknowledgement of liability, loss, fine, penalty or charge shall be made against the CITY without its express written consent. This indemnity and duty to defend shall survive the expiration or termination of this agreement. The TENANT expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

The CITY hereby releases and covenants not to sue the TENANT, its officers, and employees, and shall, to the extent permitted by law, protect, indemnify and hold harmless the TENANT, its officers, and employees, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, in any suit, including appeals, for any personal injury

to, or death of, any person or persons, or for loss, theft, or damage of and to any property or property rights arising out of the gross negligent acts or omissions of CITY, or its officers, and employees.

23. FORCE MAJEURE. Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, tornado or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo; CITY labor dispute, strike or lockout; or interruption or failure of electricity.

Either party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Authorized officers of both parties indicate their approval of this Lease-Management Agreement by their signatures below.

Authorized signature:

Ronald Stemes

Title:

Executive Director
The Starting Block, Inc.

Date: 10/9/08

Attest:

Cheryl Akson

Authorized signature:

Clarence J. Aerts

Title:

Mayor, City of HART

Date: 10-14-08

Attest:

Laura L. Stevens



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: 06/15/26

NAME OF EVENT: Elevate Oceana Testimony Day
25th

DATE OF EVENT: July 18th 2026 TIME: 1:00pm TO 4:00pm

RAIN DATE OF EVENT: **MUST PROVIDE** August 1st 2026

LOCATION AND/OR ROUTE OF EVENT: Hart Commons

DESCRIPTION OF EVENT: Live Testimony, & outreach for recovery, sober living, & the ways God has transformed our lives.

SPECIAL NEEDS:

NAME OF ORGANIZATION OR SPONSOR: #TeamSober

ADDRESS: 407 Johnson st E.
Hart Mi. 49420

CONTACT PERSON: Patricia Sweeton

PHONE: 231-880-7915 FAX:

EMAIL: trishasweeton@gmail.com

X Patricia Sweeton 6/15/26

SIGNATURE OF EVENT COORDINATOR/SPONSOR DATE

ALL CURRENT COVID-19 STATE MANDATED RESTRICTIONS MUST BE ADHERED TO. IT IS YOUR RESPONSIBILITY 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

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: