City of Hart, Michigan
CITY COUNCIL AGENDA
July 14, 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 23, 2026
    b. Bills, Claims, Payroll
    c. Reports of Boards, Commissions, and Committees
    d. Department Reports
7. Ordinances
    a. First Reading, Ordinance 2026-04 *State Cross Connection Rules (language updates)*
8. Action Items
    a. Resolution 2026-34 *Employee Handbook Amendments*
    b. Resolution 2026-36 *Option Agreement for 3 E Main St*
    c. Resolution 2026-37 *Energy Department Safety Program*
    d. Resolution 2026-38 *Public Safety Millage Rate & Ballot Language*
    e. Resolution 2026-39 *Water Tower Easement Agreement – EIP Holdings IV*
    f. Special Event Permit Request – *Hart Girls Varsity Basketball Drive*
        i. *Requesting use of Polk/State intersection for collection fundraiser*
9. Discussion Items
    a. Seneca Fire Suppression Project Update
    b. IT Services Proposals
10. City Manager Report
11. Communications from the Mayor and Council (Including board and committee updates)
12. Adjournment –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
June 23rd, 2026
MINUTES – Draft

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

OTHERS PRESENT: City Manager – Nichole Kleiner, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Energy Superintendent – Mike Schiller, Hart Police Chief Juan Salazar, Christine Juska, Claire Marshall and several residents attached from the Starting Block

APPROVAL OF AGENDA:

- B. Root motioned to agenda and was supported by A. Mullen
  - Ayes: 6 Nays: 0 Absent: 1

PUBLIC COMMENTS:

- Several residents' including director of the Starting Block got up and spoke on its behalf regarding the food incubator and success stories that have come about from the Starting Block and how important it is for our community and for businesses just starting out.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- None

CONSENT AGENDA:

- Approval of minutes from June 9th, 2026
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
  - J. Cunningham motioned to approve the Consent Agenda, and was supported by B. Root
    - Ayes: 6 Nays: 0 Absent: 1

ACTION ITEMS:

- Resolution 2026-33 Great Lakes Franchise Agreement
  WHRERAS, the City Council has reviewed the proposed Franchise 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 HART CITY COUNCIL 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.
  - A. Mullen motioned to approve Resolution 2026-33 and was supported by K. Thomson
    - Ayes: 6 Nays: 0 Absent: 1

- Resolution 2026-34 Employee Handbook Amendments and Authority for Admin Revisions
  WHEREAS, the City Council has reviewed proposed amendments to Section 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 revisions to the Employee Handbook:
  NOW, THEREFORE BE IT RESOLVED THST THE HART CITY COUNICL hereby:
  1. Approve the amendment to Section 2.7 and 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.
     - Upon discussion, B. Root motioned to table Resolution 2026-34 until next scheduled Council meeting and was supported by K. Thomson.
       - Ayes: 6 Nays: 0 Absent: 1
- Resolution 2026-35 Amend Utility Rules and Regulations
  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; and
  NOW, TRHEREFORE BE IT RESOLVED THAT THE HART CITY COUNCIL hereby:
  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
     - A. Mullen motioned to approve Resolution 2026-35 and was supported by B. Root
       - Ayes: 6 Nays: 0 Absent: 1

SPECIAL EVENTS PERMIT REQUESTS:

- Elevate Oceana Testimony Day – July 25th 1-4pm with rain date of August 1st, 2026
  - Ayes: 6 Nays: 0 Absent: 1

DISCUSSION ITEMS:

- Public Safety Millage Memo
  Will hold a workshop on July 14th at 6pm before the City Council Meeting to discuss.

- Starting Block Facility Review and Assessment Memo
  Thank you all for attending the meeting and the amount of support is amazing.
  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 Citty has received interest in the property from another party.
  Given the ownership provisions contained within the original lease agreement and the differing interest 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.

CITY MANAGER'S REPORT:

- Boy Scout Cabin – there has been a community member that has shown interest in helping restore the Cabin.
- MDOT authorized Safe Routes to School engineered plans – project is now fully funded and will go to bid by late summer to break ground in the spring.
- Huge thanks to City Hall staff all willing to chip in to clean City Hall. Eliminating a cleaning service saves $15,000 annually.
- Working on Water Tower easement contract
- 3 E Main (Lofts on Main)
  Working with EGLE and developer on application for funding towards environmental assessments
  Council will be presented with an Option to Purchase Agreement in July whereafter the developer will begin site assessments, begin site plan, etc.
- Researching health care plans with HR (Laci) in order to keep rising costs down.
- Had lunch with Pentwater and Shelby Village Managers and County Administrator toured Shelby's new TACC Center that opened yesterday.
- Gave two MEDC reps a tour of Hart on 06/10/2026 thanking them for all their support – planning a ribbon cutting reception with acknowledgement in August with legislators, MEDC, engineers, local leaders, etc. to celebrate completion of the BioPure facility, the Hart Plaza streetscape and highlight up coming projects!
- Ongoing meetings with road commission to coordinate utilities with the 2027 Polk Rd reconstruction project along with the State/Polk intersection.
  Polk Rd from State to Oceana will be under constriction in August with traffic getting re-routed down State through downtown.
- High five to the National Asparagus Board for a successful event June 12-14
- Keep an eye out for Lindsay Brown, our community development coordinator's announcement. More to come.

Events:

- 06/25/2026 – Radiant Church Ribbon Cutting @ 5pm
- 06/25/2026 – 6:30-8:30pm Music on the Commons kickoff concert @ Hart Commons
- 06/26 – 06/27/2026 – City-wide Garage Sales
- 06/27/2026 – Tacos & Trek for Trails Fundraiser for the Pentwater – Hart Trail @ 11am
- 07/01/2026 – Ribbon Cutting @ Merchantpunk Trading Co at noon – show your support!
- 07/02/2026 – Hart Sparks, Downtown Hart
- 08/06/2026 – BioPure and Hart Commons Ribbon Cutting Celebration – time TBA

COMMUNICATION FROM MAYOR AND COUNCIL:

- A. Mullen, Planning Commission Meeting is canceled for July due to the holiday.
- Mayor Klotz has been attending the Fire Authority meetings. So far assignment of chairs has been done and the next meeting will be held on July 21st

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 July 14th, 2026, at 7:30 pm.

Respectfully Submitted,

Karla Swihart

Karla Swihart, City Clerk

Payables Date 07.15.2026	Description	Total	General +	DPW	Energy	BPTF	Water
A&M Bait Farms LLC	Bait Cooler - JGP	$ 61.00	$ 61.00				
Absopure	Water	$ 49.15			$ 49.15		
ACE 1 Port-A-Potties	Portable Restroom - Hydro Disc Golf Course	$ 100.00			$ 100.00		
APX, Inc.	MIRECS	$ 23.35			$ 23.35		
Belden Architectual Elements	Hart Rotary Pavers	$ 388.63		$ 388.63			
Blue Cross Blue Shield of Michigan	Retirees Healthcare	$ 3,709.98	$ 2,061.10		$ 1,648.88		
Campbell's Plumbing & Mechanical	Backflow Prevention - Booster Station	$ 95.00					$ 95.00
Campbell's Plumbing & Mechanical	Backflow Prevention - City Hall	$ 95.00	$ 95.00				
Campbell's Plumbing & Mechanical	Backflow Prevention - Hart Commons	$ 95.00			$ 95.00		
Campbell's Plumbing & Mechanical	Backflow Prevention - Diesel Plant	$ 938.90			$ 938.90		
Campbell's Plumbing & Mechanical	Backflow Prevention - DPW	$ 95.00		$ 95.00			
Campbell's Plumbing & Mechanical	Backflow Prevention - WWTP	$ 380.00				$ 380.00	
Campbell's Plumbing & Mechanical	Backflow Prevention - Historic District	$ 95.00	$ 95.00				
Cannon Technologies	Yukon Hosting/Support Annual Fee	$ 20,445.00			$ 10,222.50		$ 10,222.50
Charter	Internet	$ 110.00			$ 110.00		
Charter	Fax - PD	$ 45.40	$ 45.40				
Cintas	Bathroom Supplies JGP - 6/16	$ 83.48	$ 83.48				
Cintas	Bathroom Supplies JGP - 6/23	$ 254.89	$ 254.89				
Cintas	Bathroom Supplies JGP - 6/29	$ 83.48	$ 83.48				
City of Hart	Utilities	$ 53,910.95	$ 3,659.71	$ 1,117.18	$ 654.71	$ 44,875.84	$ 3,603.51
Consumers Energy	Utilities	$ 238.34			$ 238.34		
Cummins Sales & Service	Liftstation Maintenance - Polk Rd	$ 1,300.18					$ 1,300.18
Cummins Sales & Service	Liftstation Maintenance - Hart Portable	$ 1,300.48					$ 1,300.48
Dacott	Purchase Power Report	$ 650.00			$ 650.00		
Dave's Party Store	Fuel June 2026 - DPW	$ 1,117.48		$ 1,117.48			
Dave's Party Store	Fuel June 2026 - Parks & Rec.	$ 211.76	$ 211.76				
DTE Energy	Utilities	$ 974.14	$ 254.66	$ 67.47	$ 147.28	$ 432.48	$ 72.25
DTE Energy	Downtown Firepit	$ 61.20	$ 61.20				
Eden Lakes	Biosolids Removal - May 2026	$ 24,888.00				$ 24,888.00	
Eden Lakes	Biosolids Removal - June 2026	$ 24,888.00				$ 24,888.00	
Ellinger, Jodi	Utility Deposit Refund	$ 152.71			$ 152.71		
Ferguson Waterworks	Water Metering	$ 571.40					$ 571.40
First Net	Police Modems	$ 89.46	$ 89.46				
Frontier	Phone Service - DAM	$ 148.66			$ 148.66		
Gracon	LAN Care Hours	$ 1,760.00	$ 586.67	$ 293.33	$ 293.34	$ 293.33	$ 293.33
Great Lakes Cleaning Services	June 2026 Cleaning - CH/CC	$ 1,350.00	$ 1,350.00				
Hansen Foods	Postage/Shipping	$ 18.57				$ 18.57	
Hart Cemetary Commission	3rd QTR 2026 Contribution	$ 4,250.00		$ 4,250.00			
IDEXX	Lab Supplies/Chemicals	$ 348.66				$ 348.66	
IDEXX	Lab Supplies/Chemicals	$ 7,989.02				$ 7,989.02	
Klotz Auto Parts	Parts/Supplies - June 2026	$ 323.15		$ 282.99	$ 40.16		
Kushner & Company	COBRA Admin. Services	$ 80.00	$ 32.00		$ 16.00	$ 16.00	$ 16.00
Lara	LIEAF Payment	$ 1,342.50			$ 1,342.50		
Larson's ACE Hardware	Parts/Supplies - June 2026	$ 2,685.89	$ 176.61	$ 1,646.04	$ 465.06	$ 398.18	
LEAF	Copier Lease Payment - PD	$ 49.61	$ 49.61				
Louis Gelder & Sons	Parts/Supplies	$ 6.72		$ 6.72			
Louis Gelder & Sons	Parts/Supplies	$ 160.03		$ 160.03			
Louis Gelder & Sons	Parts/Supplies	$ 35.30		$ 35.30			
Louis Gelder & Sons	Parts/Supplies	$ 8.62		$ 8.62			
MacQueen	Repairs/Maintenance - PD	$ 292.75	$ 292.75				
Mears Service Center	Repairs/Maintenance - Mower	$ 206.47	$ 206.47				
MMRMA	Cyber Claim Deductible	$ 25,000.00	$ 8,000.00		$ 10,750.00	$ 4,250.00	$ 2,000.00
Model Coverall Service	Rugs/Rags/Uniforms	$ 107.92				$ 107.92	
Motion Picture Licensing Corp	Motion Picture License	$ 823.90	$ 823.90				
MPPA	Purchased Power - 7/7	$ 30,904.54			$ 30,904.54		
MPPA	Purchased Power - 6/23	$ 30,132.44			$ 30,132.44		
MPPA	Purchased Power - 6/30	$ 16,455.53			$ 16,455.53		

Napa Auto Parts	Parts/Supplies	$ 78.89	$ 16.98	$ 10.93		$ 50.98		
Office Machines Company	Copier Lease Payment - PD	$ 52.49	$ 52.49					
Oliveros, Alfredo	Utility Deposit Refund	$ 86.02			$ 86.02			
Oomen, Andy	Repairs/Maintenance - 2024 Chevy	$ 426.00				$ 426.00		
Oomen, Andy	Repairs/Maintenance - 2020 Chevy	$ 264.00				$ 264.00		
Payne, Alex	Utility Deposit Refund	$ 38.72			$ 38.72			
Pitney Bowes	Postage Meter Refill	$ 705.25	$ 176.32		$ 176.31	$ 176.31	$ 176.31	
Power Line Supply	Parts/Supplies	$ 41.00			$ 41.00			
Power Line Supply	Parts/Supplies	$ 234.81			$ 234.81			
Power Line Supply	Parts/Supplies	$ 396.00			$ 396.00			
Power Line Supply	Parts/Supplies	$ 63.58			$ 63.58			
Power Line Supply	Parts/Supplies	$ 605.14			$ 605.14			
Pyrotecnico Fireworks, Inc.	Fireworks 2026 Final Payment	$ 8,250.00	$ 4,125.00		$ 4,125.00			
Quill	Office Supplies	$ 83.98	$ 83.98					
Renna, Virginia	Utility Deposit Refund	$ 302.43			$ 302.43			
Republic Services	Garbage Services - Historic District	$ 130.00	$ 130.00					
Republic Services	Garbage Services - DPW	$ 114.61		$ 114.61				
Republic Services	Garbage Services - Solid Waste Contract	$ 19,497.99		$ 19,497.99				
Republic Services	Garbage Services - Overages City Hall	$ 114.61	$ 114.61					
Ricoh	Copier Overage Fees	$ 90.43	$ 90.43					
SD Myers, LLC	Inspection/Sampling Services	$ 6,472.00			$ 6,472.00			
Skipski, Kevin	Reimburse for CPR Instructor Fee 2026	$ 55.00	$ 55.00					
Spring Brook, Inc.	Parts/Supplies	$ 214.78				$ 214.78		
Steve's Auto & Truck	Repairs/Maintenance - PD	$ 91.93	$ 91.93					
Syncwave	Internet	$ 301.71		$ 91.75		$ 209.96		
T & R Electric	Three Phase Pad Mount W/O Taps	$ 10,604.51			$ 10,604.51			
Tanner Plumbing & Heating	Parts/Supplies	$ 332.48			$ 235.01	$ 97.47		
Trace Analytical	Water Testing	$ 206.92				$ 206.92		
Trace Analytical	Water Testing	$ 158.19				$ 158.19		
Wadel Stabilization	Downtown Streetscape Application 1	$ 399,438.45		$ 399,438.45				street fund
Wadel Stabilization	Downtown Streetscape Application 2	$ 449,236.84		$ 449,236.84				street fund
Wadel Stabilization	Downtown Streetscape Application 3	$ 383,105.62		$ 383,105.62				street fund
	Sub-total	**$ 1,543,777.02**	**$ 23,510.89**	**$ 1,260,964.98**	**$ 128,959.58**	**$ 110,690.61**	**$ 19,650.96**	
<u>HAND CHECKS/ACH/EFT</u>								
Sub-Total Regular Bills/Hand Checks		***$ 1,543,777.02***	***$ 23,510.89***	***$ 1,260,964.98***	***$ 128,959.58***	***$ 110,690.61***	***$ 19,650.96***	
Gross Payroll	PR 266							
Gross Payroll								
Gross Payroll								
	Sub-Total	**$ -**						
	GRAND TOTAL	***$ 1,543,777.02***	**$ 23,510.89**	**$ 1,260,964.98**	**$ 128,959.58**	**$ 110,690.61**	**$ 19,650.96**	

HART AREA FIRE

ADMINISTRATIVE BOARD

DRAFT

Meeting Minutes- June 25, 2026

The Hart Area Fire Administrative Board Meeting was called to order by Chairman Gary Beggs at 7: 00 PM. Others present were Mike Powers, Jay McGhan, Bill Kolena, Jake Whelpley, John Williams, Larry Doran, Chief Fuehring.

Absent from the meeting were Jerry Schaner, Mike Potter, and Dan Leinback.

Others present were Assistant Chief Tubbs.

Motion by Doran to approve the agenda as presented. Supported by Klenda, voice vote, all ayes, motion carried.

There were no audience comments.

Motion by Kolenda to approve the minutes of the May 28, 2026 as presented. Supported by Powers, voice vote, all ayes, motion carried.

Motion by Whelpley to approve bills totaling $8,314.67 as presented. Supported by Kolenda, roll call vote, all ayes, motion carried.

Chief Fuehring reported 116 fire calls and 213 MFR calls. Having responders at the Silver Lake station and on the dunes on weekends is working out very well. They are able to get people off the dunes faster and safer by about 14 minutes. Truck 173 is about ready to be put back in service.

Old Business: A draft credit card policy was presented to the board for review for the next meeting. The dune calls policy is still a work in progress.

New Business: None

There being no further business to come before the board, the meeting was adjourned at 7:16 PM. Meeting adjourned at 7:45 PM

Respectfully submitted,

Jake Whelpley, Acting Secretary

CITY OF HART
407 S. STATE ST.
HART, MI 49420
Hart Heritage Preservation Group
June 10th, 2026

1) **Call to Order**
   Andrew called the meeting to order at 2:58 pm.
   a) **Roll Call**
      - **Members present**: Scott Beal, Catalina Burillo, Sue Payne, Maria Rosas, Hannah Juhl, Andrew Mullen, Dean Hodges, Lloyd Miller
      - **Members Absent**: Noble Graham-Lattin, Emily Sigler, Roland Salgado
      - **Also Present:** Anne Pawli, Russ Robbins
2) **Approval of Agenda** – Motion by Scott, supported by Lloyd to approve the agenda. Motion carried.
3) **Public Comments** –
4) **April Minutes** – Motion by Sue, support from Scott to file as presented
5) **April Financials** – Motion by Sue, support from Scott to file as presented
6) **Action Items** –
   a. Motion by Scott, supported by Catalina to approve reimbursement of $32.77 to Lloyd Miller for the fuel in the firetruck. All in favor. Motion carries.
7) **Updates/Discussion/ Ongoing Items**
   a. Inspection has been completed and we are waiting for the final inspection report from Jeff. Need to update website to "Museum temporarily closed for reimagining". New lease agreement needs to be drafted up between the HHPG and City of Hart.
   b. Lloyd went over Executive Director & Site Steward Report he submitted
   c. Friday night concert series needs volunteers to sell concessions. We will create volunteer sign-up sheet.
8) **Events-**
   a. Car Show and Taste of Asparagus Saturday, June 13th, Friday Night Concert Series Fridays July 10th – August 7th.

9) Member comments –

10) Next Meeting- Wednesday, July 10th, 3PM

11) Adjournment – Motion by Catalina to adjourn meeting. Support by Hannah. Motion carries. Meeting adjourned 3:54 PM by Andrew.

Respectfully Submitted,
Lindsay Brown

City Of Hart

407 S. State St
Hart, Mi 49420
Planning Commission
Thursday, June 4th, 2026
Minutes, Draft

MEMBERS PRESENT: Lisa Clark, Jim Cunningham, Jim Evans, Cynitha Fout, Diane LaPorte, Andrew Mullen, and Betty Root(Late)
ABSENT: None
OTHERS PRESENT: City Manager Nichole Kleiner, City Clerk/Treasurer Karla Swihart

- C. Fout called the meeting to order at 4:00 pm.

APPROVAL OF AGENDA:
- J. Evans motioned to approve the agenda and was supported by A. Mullen
    - Ayes: 7 Nays: 0 Absent: 0

APPROVAL OF MINUTES:
- L. Clark motioned to approve the minutes from May 7th, 2026, and was supported by D. LaPorte
    - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS ON AGENDA ITEMS:
- NONE

PUBLIC HEARINGS:
- NONE

ACTION ITEMS:
- Discussion and Consideration of a Zoning Text Amendment Regarding Caretaker/Employee Dwelling Units in the C-2 Limited Commercial District
  Action: Provide directions to staff regarding the proposed amendment and, if desired, authorize preparation of a formal ordinance amendment and scheduling of a public hearing.
- Staff have identified a potential gap in the Zoning Ordinance regarding businesses that require continuous on-site supervision, security, maintenance, or emergency response capabilities.
  A towing and auto body business located in the C-2 Limited Commercial District has historically maintained an employee/operator on-site to provide 24-hour towing response. While vehicle repair, body shops, and wrecker services are permitted uses in the C-2 District, the Ordinance does not specifically address caretaker or employee living quarters.
  Staff is seeking Planning Commission input on whether the Ordinance should allow a caretaker or employee dwelling unit as a **Special Land Use** when on-site occupancy is necessary for business operations.
  The intent would not be to introduce general residential uses into the district, but rather to provide a controlled process for businesses with legitimate operational needs, such as towing services, security operations, or similar uses requiring an on-site presence.
  If the Commission is supportive of the concept, staff will prepare a formal zoning text amendment and schedule a public hearing for future consideration.
  Requested Action:
  Provide directions to staff regarding whether a zoning text amendment should be pursued

- D. LaPorte motioned to turn down and say no to Zoning Text Amendment and was supported by J. Evans
    - Ayes: 7 Nays: 0 Absent: 0
- Review FY 25/26 Annual Report and Discuss FY 26/27 Goals
  Action: Recommend staff present the PC Annual Report to City Council in accordance with the Michigan Planning Enable Act.
  Overview:
  The Michigan Planning Enabling Act requires the Planning Commission to provide annual written report to the City Council concerning its operations and the status of planning activities, recommendations, and goals, please find the following summary information for Fy25-26 and potential goals for FT2026-27.
  Action Summary Table:

TYPE	2022	2023	2024	2025	2026
Meetings	4	2	5	6	9
Text Amendments	2	0	0	0	6
Site Plans	0	0	1	0	3
Special Land Uses	0	1	0	0	1
Plats	0	0	1	0	0
Site Condos	0	0	0	0	0
Rezoning	0	2	1	0	0

2026 Attendance:

Month	Cynthia Fout Chair	Jim Cunningham Councilor	Diane LaPorte Member	Betty Root Councilor	Lisa Clark (Goldberg) Member	Jim Evans Member	Andrew Mullen Councilor
Meetings	9/9	9/9	9/9	9/9	9/9	8/9	8/9

2026 Reviews

Date	Application	Decision	Vote
11-6-2025	Special Land Use (Drive-Thru) West Shore Collage 710 State St	Approved	6-0-1
11-6-2025	Site Plan Review – West Shore Community Collage 710 State St	Approved	6-0-1
11-6-2025	Site Plan Review – Spot on Pho and Boba Tea	Approved with conditions	6-0-1

FY2025-2026 Discussions:

1. Supported sale of Industrial Park lots to Dark Water Coffee.
2. Finalization of Industrial Park covenant revisions
3. Tiny home discussion and ordinance amendment recommendation to City Council (not accepted)
4. Ordinance text amendment to allow for 3 & 4 dwelling units in the A- 1 Residential District.
5. Adoption of a Food Truck Ordinance.
6. Interpretation of dog grooming/boarding in the B-2 District.
7. Review of expiration of Act 425 Agreement and Zoning impacts for parcels coming into the City.
8. Addition of M-1 Medical/Institutional District to Chapter 1259 (signs).
9. Rental Code Enforcement Discussions took place with the item being tabled until the City has more capacity to administer.

10. Opposition to House Bills affecting local zoning authority.
11. Adoption of Green Infrastructure Standards.
12. Moratorium on Date Centers.

FY 2026-2027 Goals:

1. Continuing work on Redevelopment Ready Community Initiatives.
2. Find funding to support a New Master Plan.
3. Get signatures from landowners in order to record the revised Industrial Park Covenants.
4. Continue regular review of all existing Ordinances and suggest updates as necessary.
5. Update City Charter
6. Continue working on rental housing code enforcement program implementation.
7. Industrial Park Water Tower Land ownership.
8. Explore annexation opportunities.
9. Date Center Ordinance language
    - A. Mullen motioned with the adjustments that were discussed, present 25/26 Annual draft Report to City Council and was supported by J. Cunningham
        - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Date Center Moratorium – Next Steps
  Look into tiered structure for power usage, resource consumption, size, scope, and setting up some different categories in buckets that will require different levels of approvals, permitting and processes.
  Define "Definition of a Data Center". How to approach is a smaller one wants to come to the City.

OTHER BUSINESS and COMMUNICATION FROM COMMISSION MEMBERS:

- D. LaPorte, a week from Sunday, June 14th is the Airport fly in breakfast
- The Taco truck is looking to buy a lot to put food trucks on.
- Historic District Car show from 9-1, following the car show the cars will fall into the Asparagus parade
- Quilt show from 8-1 @ Council on Aging center.

PUBLIC COMMENTS GENERAL:

- NONE

ADJOURN:

- There being no further business to come before the Planning Commission, the meeting adjourned upon a motion by D. LaPorte and supported by J. Evans. The next meeting scheduled will be held on August 6th, 2026

Karla Swihart

Karla Swihart
City Clerk

CITY OF HART – ENERGY DEPARTMENT
SPECIAL POWERBOARD At CITY HALL
407 STATE STREET, HART, MICHIGAN
MONDAY JULY 6th, 2026
8:30 am – MINUTES –Draft

Present: Members: Jim Evans, Gayle Forner, Dean Hodges, Mike Powers, Bill Volpp, and Nick Wadel
Absent: Karen Thomson
Others present: Energy Superintendent – Mike Schiller, City Manager – Nichole Kleiner, City Clerk – Karla Swihart
Call to Order: Mr. Powers called the meeting to order at 8:30 am.
Agenda/Minutes:

- Mr. Volpp motioned to accept the current agenda, and was supported by Mr. Forner
- Mr. Volpp motioned to accept the minutes of June 1st, 2026, and was supported by Mr. Forner

Public Comment, Events, Correspondence:

- None

Superintendent Mike Schiller's Report:

- Peach St and Orchard St now have voltage underground. There is still poles and overhead lines that will remain due to having pole attachments on them plus 2nd dearie voltage.
- Did talk to Mitch Gamble about easement but didn't seem like there was any interest in allowing the City to use the back end of the property so will not pursue that option anymore for plum street.
- The school is doing lots of upgrades

Action Items:
Discussion Items:

- Transformer Ownership Discussion
  Discussion whether or not it would be beneficial for the industries to own their transformers and take that liability away from the City. There is a company coming to test the state of the equipment. Typically, a transformer is good for at least 40 years.

Comments from the Power Board:

- Fiber on poles – not our equipment the poles are owned by GLE, but it is with in the City Limits. GLE would like to the City to sign an agreement but the agreement states City Of Hart so would like to reword the agreement, so it does not affect the City utility poles.

Adjournment:

- Mr. Powers has motioned to adjourn the meeting at 9:25am. All Ayes

Next Meeting:

- September 14th, 2026, at 8:30am

Respectfully Submitted,

Karla Swihart

Karla Swihart, City Clerk

City of Hart Police Department

407 State Street Ph. (231)873-2488 Fax (231)873-0100 Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: July 14th, 2026

RECENT EVENTS

From Thursday, June 18th, 2026, through Wednesday, July 8th, 2026, the Hart Police Department received 94 complaints ranging from Motorist Assists, Well-Being Checks, Fraud Complaints, Family Troubles, Disorderly Conducts, Domestic Assaults, Mental Health Complaints, Noise Complaints, Harassment Complaints, Property Damage Crashes, Assist to Other Agencies, and Animal Complaints.

On Thursday, June 18th, 2026, the Hart Police Department was dispatched to the 4000 block of Polk Road, referencing a Fraud complaint. It was reported that a male individual, unknown at this time, entered the building, portraying himself as a 64-year-old Muskegon man. The individual also provided employees with a United States Passport bearing the Muskegon man's name. It was later determined that the United States Passport was fraudulent. The individual was able to successfully withdraw $400.00 from the Muskegon man's checking account. An investigation is ongoing.

On Sunday, June 21st, 2026, the Hart Police Department was dispatched to the 1000 block of Parmington Avenue, regarding an active Domestic Assault. As the officer arrived on scene, a 13-year-old boy and his father, a 38-year-old Hart man, were actively yelling at one another in the front yard of the home. The boy alleges to have been assaulted by being punched in the stomach and choked by the man. The man denies the allegations of assaulting or choking the boy. The boy and man were separated for the remainder of the day, and a report will be submitted to the Oceana County Prosecutor's Office.

On Sunday, June 21st, 2026, the Hart Police Department was dispatched to the 300 block of Hart Street, referencing a Disturbance. A 46-year-old Hart man reported having friends over at his home when a 50-year-old Hart man who resides directly next door exited his home, intoxicated, yelling, and being belligerent with the man and his friends. The 50-year-old Hart man, when being interviewed, showed signs of being intoxicated. The man was cited for Disorderly Conduct – Drunk.

On Monday, June 22nd, 2026, the Hart Police Department was dispatched to the 600 block of East Main Street, regarding a General Assistance. A local business requested the officer transport a 65-year-old Hart man to his residence in the 20 block of Mechanic Street, as the man was unable to walk home due to health issues and having difficulty standing. The man was transported to his residence without incident.

On Friday, June 26th, 2026, the Hart Police Department was dispatched to the 400 block of Wood Street, referencing a Well-Being Check. It was reported that a 42-year-old Hart man had been sitting in his vehicle for over 60 minutes, slumped over. The man had recently purchased alcohol and Red Bull from a local business. The officer was able to awaken the man, who stated he had fallen asleep. When speaking with the man, no signs of intoxication were noted. The man agreed to submit to a Preliminary Breath Test (PBT), submitting a breath sample of (.000). The man apologized to the officer, adding he works 3rd shift, had recently left the gym, and has not received a lot of sleep due to attending many of his children's sporting events. The man left the scene, stating he would go directly home and go to bed.

On Saturday, June 27th, 2026, the Hart Police Department was dispatched to the 600 block of Griswold Street, regarding an animal complaint. Several juvenile children were walking a dog in the area when the dog was able to get free from the juveniles and entered onto a property belonging to a 20-year-old Hart woman, who also had a dog on the property. The dog entered the property and began attacking the woman's dog. The woman's dog sustained minor injuries. A 38-year-old Hart woman was cited for Animal at Large.

On Sunday, June 28th, 2026, the Hart Police Department was dispatched to the 200 block of East Main Street, referencing a Medical Assist/Overdose. A 33-year-old Hart man was reported to have collapsed in a parking lot in the area. CPR (Cardiopulmonary Resuscitation) was in progress with suspicion of this being a drug overdose. A Michigan Department of Natural Resources Conservation Officer arrived on scene and administered two (2) NARCANs to the man. The man regained consciousness and was later evaluated by LIFE EMS. An investigation is ongoing. The department was assisted by Michigan DNR, Michigan State Police, Hart Area Fire, First Responders, and LIFE EMS.

On Monday, July 6th, 2026, the Hart Police Department was dispatched to the 4000 block of Polk Road, regarding an Embezzlement complaint. A 40-year-old Hart man is alleged to have stolen over $400.00 from a local business during his employment. The man was located, interviewed, and later admitted to taking/stealing the money. An investigation is ongoing.

Respectfully,

J. Salazar,
Chief of Police

1048.08 STATE CROSS CONNECTION RULES ADOPTED.

(a) The City hereby adopts by reference the Water Supply Cross Connection Rules of the Michigan Department of Environment, Great Lakes and Energy (EGLE) being R325.11401 through R325.11407 of the Michigan Administrative Code as it presently exists.

(b) The City or authorized representative shall cause inspections to be made of all properties served by the public water supply where cross connection with the public water supply is deemed possible for the purpose of enforcing this section. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the City and as approved by EGLE

(c) All testable backflow prevention devices shall be tested, at owner's expense, upon installation, relocation and/or repair to be sure that the device is working properly. Subsequent inspection, testing and/or repair of devices shall be conducted, at owner's expense, on an annual basis or as required by the City and in accordance with the Michigan Department of Environment, Greatlakes and Energy requirements. Only individuals that are approved and a licensed plumber that holds an active ASSE 5110 tester's certification shall be qualified to perform such testing. Individual(s) shall certify the results of his or her testing and forward said results to the City.

(d) On request, the owner, lessee or occupant of any property served by the public water system of the City shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal to access, when requested, shall be prima-facie evidence of the presence of a cross connection.

(e) Upon refusal of access or the unavailability of the owner, lessee or occupant, the City, or authorized representative, may obtain a search warrant through the City Attorney to enter any property served by a connection to the public water system of the City for the purpose of inspecting the piping systems thereof for cross connections. However, a warrant need not be obtained in cases where there is imminent danger of contamination to the public water system.

(f) The City is hereby authorized and directed to discontinue water service, after reasonable notice, to any property wherein any connection in violation of this section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. However, said notice shall inform the owner, lessee or occupant of the property of his or her right, if he or she so elects in writing within five days from receipt of said notice, to a hearing at the next regularly scheduled City Council meeting to determine whether or not his or her water service should be terminated. Further, water service may be terminated without notice and/or hearing in cases where there is imminent danger to the public water system. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with the provisions of this section.

(g) The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this section and by the State of Michigan Plumbing Code. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous manner as: "Water Unsafe for Drinking."

(h) This section does not supersede the State of Michigan Plumbing Code or any City ordinance, but is supplementary to them.

(i) No person shall violate any of the provisions of this section, or any written order of the City in pursuance thereof.

(j) Any person found guilty of violating any of the provision of this section or any written order of the City, in pursuance thereof shall be punished as a civil infraction by a fine of not less than five hundred dollars ($500.00) nor more than one thousand five hundred dollars ($1,500) for each violation. Each day upon which a violation of the provisions of this act shall occur shall be deemed a separate and additional violation for the purpose of this section.

(Ord. 2005-2. Passed 3-21-05.)

MEMORANDUM

To: Mayor and 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 with updates to include "union (non-member) employees after resolution was tabled for review of Janus v AFSCME (2018) and added language for inclusion of union non-members:

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:*** *Union (non-member) employees shall have the same benefit structure as indicated in the bargained agreements in regard to ETO, health benefits, retirement and longevity. 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 (exempt) and non-member 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

CITY OF HART
MEMORANDUM

To: Mayor and City Council
From: Nichole Kleiner, City Manager
Date: July 14, 2026
Subject: Option Agreement 3 East Main Street Progress Update

Staff is requesting authorization to execute an Option Agreement with Avannella Development, LLC for the redevelopment of the City/TIFA-owned property at 3 East Main Street.

The Option Agreement does not sell the property. It grants the developer an exclusive option for nine (9) months, with a one-time 90-day extension available, to complete due diligence, including title, survey, zoning, engineering, utility, and environmental review. During this time, the developer may access the property for inspections and negotiate a future Development Agreement and Purchase Agreement. The City retains ownership unless and until those future agreements are approved and executed.

Additionally, EGLE has confirmed it will fund a Baseline Environmental Assessment (BEA) for the property at no cost to the City. The BEA will document existing environmental conditions, support redevelopment efforts, and reduce due diligence costs associated with the project.

Staff recommends approval of Resolution No. 2026-36 authorizing TIFA to execute the Option Agreement.

Option Agreement

This Option Agreement (the "**Option Agreement**") made effective this ____ day of ______, 2026 (the "**Effective Date**"), is by and between **the City of Hart Tax Increment Finance Authority**, a tax increment authority established by the City of Hart (the "City") pursuant to Act 57 of the Public Acts of Michigan of 2018, as amended ("Act 57"), and whose address is 407 State Street, Hart, MI 49420 ("**Grantor**") and **Avannella Development, LLC**, a Michigan limited liability company whose address is ________________ ("Grantee"), or its assigns.

Recitals

WHEREAS, Grantor owns certain real property located in the City of Hart, County of Oceana, Michigan and more specifically described in **Exhibit A** attached hereto and incorporated herein, (hereafter, the "**Property**"); and

WHEREAS, Grantee has expressed interest in acquiring the Property from Grantor and developing the Property in accordance with Grantee's development proposal submitted to Grantor and the City; and

WHEREAS, the Parties desire to grant Grantee an option to acquire the Property in accordance with the terms set forth in this Option Agreement and

WHEREAS, Grantor is authorized to enter into this Option Agreement in accordance with Act 57; and

WHEREAS, Grantee is authorized to enter into this Option Agreement.

Agreement

For consideration received, the sufficiency of which is hereby acknowledged and agreed, Grantor and Grantee agree as follows:

1. **Option to Purchase**. Subject to the terms and conditions of this Option Agreement, Grantor hereby grants Grantee the exclusive right and option to purchase the Property (the "**Option**"), including all rights and easements benefitting the Property, all improvements, and all fixtures, furniture, equipment, and built-in appliances thereon (all collectively referred to in this Agreement as the "Property"). This Option and Agreement is given in consideration of $1.00, the receipt and sufficiency of which is hereby acknowledged. Therefore, this Option Agreement is exempt from state and county transfer taxes pursuant to MCL 207.526(a) and MCL 207.505(a).

2. **Term and Termination**. This Option Agreement shall commence on the Effective Date and shall terminate on the nine (9) month anniversary of the Effective Date (the "**Term**"), with the following exceptions:

#3557198v4

(a) This Option Agreement shall terminate thirty (30) days after the Grantor's receipt of a written notice from the Grantee that the Grantee has elected not to exercise its Option ("**Notice of Termination**").

(b) The Grantee may extend the Term of this Option Agreement one time for an additional term of ninety (90) days, by giving written notice to the Grantor prior to the expiration of the original Term (a "**Notice of Extension**"), and by paying the Grantor the Extension fee provided below.

(c) At any point during the Term (or any extension thereof), Grantee may exercise the Option by sending written notice to Grantor, whether by U.S. Mail, hand-delivery, or via email, expressing unambiguously that Grantee is exercising the Option to acquire the Property from Grantor (such notice being a "**Notice of Exercise**"). The Notice of Exercise shall be effective on the date it is sent.

(d) The purpose of this Option Agreement is to permit Grantee to undertake the due diligence described herein (including, but not limited to, survey, title review, zoning review, other standard due diligence, and negotiation and execution of a Development Agreement and Purchase Agreement (as herein defined)).

3. **Extension Fee.** If a Notice of Extension is given by the Grantee to the Grantor, the Grantee shall pay the Grantor an extension fee of $1,000 ("**Extension Fee**"). The Extension Fee paid shall be nonrefundable but shall be applied against the Purchase Price (as herein defined) if the Grantee exercises the Option and enters into the Purchase Agreement (as hereinafter defined).

4. **Purchase Price.** Upon exercise of the Option as described herein, Grantor and Grantee shall enter into all documents necessary or convenient for sale of the Property including, but not limited to, a Development Agreement by and between the Grantor, Grantee, and/or the City with respect to the obligations of the parties thereto with respect to the development of the Property (the "Development Agreement"), and a formal purchase agreement setting forth the full terms and conditions for the sale of the Property by Grantor to Grantee (the "Purchase Agreement"). The minimum sale price of the Property by Grantor to Grantee shall be $____________ (the "**Purchase Price**").

5. **Closing.** If Grantee exercises the Option, the closing (the "**Closing**") on the sale of the Property shall take place as set forth in the Development Agreement and Purchase Agreement.

6. **Possession**. Grantor shall transfer possession of the Property to Grantee at the Closing in accordance with the Development Agreement and Purchase Agreement. Grantor shall maintain the Property in its present condition, normal wear and tear excepted, until the date that possession of the Property is transferred to Grantee. Grantor has rights to the Property via quit claim deed recorded with the Oceana County Register of Deeds at liber 2023, Page 3804. Grantor agrees that from the Effective Date until the date of Closing or (as herein defined) or the termination of this Option Agreement that Grantor will not convey or lease to anyone (other than Grantee) any interest, lien, easement or right in the Property.

7. **Survey.** Grantee may, at Grantee's sole cost, obtain a survey of the Property prepared by a licensed surveyor (the "**Survey**"), which Survey, if any, shall be endorsed to Grantee, Grantor, and a Title Insurance Company, if applicable.

(a) If the Survey shows any variation from the apparent or represented boundaries of the Property or any gap, overlap, encroachment, boundary dispute or other condition which would unreasonably interfere with the marketability of the title to the Property or Grantee's use of the Property, then Grantee shall notify Grantor of each such objection within 45 days of the date of the Notice of Exercise (each a "**Survey Objection**"). If Grantee fails to object to any matter disclosed in the Survey within the 45-day period, then Grantee shall be deemed to have waived any and all objections to any matter that would have been shown in a survey if one had been obtained by Grantee and/or any matter shown in the Survey actually obtained by Grantee.

(b) If Grantee gives Grantor written notice of a timely unpermitted encumbrance or of a Survey Objection as described above, then Grantor shall have the right for 10 days to cure, and the Closing may be delayed to allow for such cure. To exercise this right, Grantor must give written notice to Grantee within five days of Grantor's receipt of Grantee's Survey Objection of Grantor's intent to cure. If Grantor fails to give notice of Grantor's intent to cure within the said five days or if Grantor fails to cure to Grantee's satisfaction or Survey Objection within the cure period, then Grantee may either (i) waive the uncured unpermitted encumbrances and/or Survey Objections and accept title to the Property subject to such uncured unpermitted encumbrances and Survey Objections without reduction in the Purchase Price, or (ii) terminate this Option Agreement and choose not to purchase the Property by giving written notice of such to Grantor.

8. **Due Diligence and Property Access**. During the Term, and thereafter through Closing if Grantee timely exercises the Option, Grantee and its employees, agents, contractors, consultants, engineers, surveyors, attorneys, and lenders shall have the right, upon reasonable prior notice to Grantor and during normal business hours, to enter upon the Property for the purpose of conducting such due diligence investigations as Grantee deems appropriate, including, without limitation, title review, survey work, zoning and land use review, engineering inspections, feasibility studies, utilities review, soil and geotechnical testing, wetland review, and Phase I environmental site assessments and other non-invasive environmental investigations.

(a) Grantor shall reasonably cooperate with Grantee in connection with such due diligence and shall, within a reasonable time after request, provide copies of any non-privileged materials in Grantor's possession or control relating to the Property, including existing title materials, surveys, environmental reports, site plans, permits, notices of violation, service contracts, leases or occupancy agreements, and available information concerning utilities, access, and special assessments. Any invasive testing, including subsurface sampling or drilling, shall require Grantor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Grantee shall repair any material damage to the Property caused by its entry and activities and shall indemnify and hold Grantor harmless from claims, liabilities, costs, and expenses arising from Grantee's due diligence activities on the Property, except to the extent caused by the negligence or willful misconduct of Grantor or its agents.

(b) Grantee may obtain, at Grantee's sole cost, a commitment for an owner's policy of title insurance together with legible copies of all exception documents. Grantor shall execute such customary affidavits, gap undertakings, and curative documents as may be reasonably required by the title company to issue the title policy at Closing, subject to Grantor's approval of any non-standard obligations. If the title commitment or any update thereto discloses liens, encumbrances, easements, restrictions, title defects, or other matters objectionable to Grantee, other than those expressly approved by Grantee in writing or created by or through Grantee, Grantee shall give written notice thereof to Grantor before Closing, and Grantor shall have ten (10) days after receipt of such notice to elect, by written notice to Grantee, to cure or remove the same. If Grantor does not elect to cure, or if Grantor elects to cure but fails to do so on or before Closing, Grantee may either waive such objections and proceed to Closing without reduction of the Purchase Price, or terminate this Option Agreement by written notice to Grantor, whereupon neither party shall have any further obligation under this Option Agreement except those that expressly survive termination.

(c) Grantee may also investigate whether the Property is suitable for Grantee's intended use, including legal access to and from the Property, availability and capacity of utilities, zoning compliance, subdivision requirements, site plan and building requirements, storm water matters, environmental conditions, and the feasibility of obtaining any approvals, permits, licenses, variances, incentives, or other governmental authorizations deemed necessary by Grantee. If, for any reason in Grantee's sole business judgment, the results of Grantee's due diligence are not satisfactory, Grantee may terminate this Option Agreement at any time before the expiration of the Term (or any extension thereof) by written notice to Grantor, and upon such termination neither party shall have any further obligations hereunder except those that expressly survive termination. No entry by Grantee under this Section shall unreasonably interfere with Grantor's use of the Property or with the rights of any lawful occupants.

9. **Additional Terms.**

(a) Each party represents and warrants to the other that it has not hired or retained a real estate broker or agent, such that a real estate broker or agent would be entitled to a commission or other fee arising from the purchase or sale of the Property, and each party agrees to indemnify and hold the other harmless from any such claims, demands, damages and expenses arising from any breach by a party of this warranty.

(b) This Option Agreement represents the entire agreement of the parties regarding its subject matter and replaces all prior and contemporaneous negotiations, agreements and/or letters of intent. This Option Agreement may only be amended or modified in a writing signed by both parties. No provision in this Option Agreement shall be interpreted or construed against one party as the drafter of this Option Agreement. The headings contained in this Option Agreement are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Option Agreement.

(c) Each party shall be responsible for its own legal fees, if any, in negotiating, drafting and consummating this Option Agreement. If a party is found by a court of competent jurisdiction that it breached this Option Agreement, that party shall reimburse the other for all costs and expenses in enforcing this Option Agreement, including reasonable attorneys' fees.

(d) This Option Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except when application of its conflict of law provisions would require the application of another state's laws. Both parties submit to the jurisdiction of the courts of the State of Michigan. Any suit arising from this Option Agreement shall be brought in the appropriate State or Federal Court in the State of Michigan.

(e) This Option Agreement runs with the land and is binding upon the parties hereto and their respective heirs, successors and assigns. Grantee may assign its rights under this Option Agreement but shall give Grantor written notice of any such assignment.

(f) Grantor may, in Grantor's discretion, record this Option Agreement against the Property; provided, however, upon the sooner of (a) the termination or expiration of this Option Agreement, or (b) the Closing on the purchase of the Property, Grantee shall record a discharge and release of this Option.

[Signatures on Following Page]

This Option Agreement is entered into by Grantor and Grantee on the Effective Date as set forth above.

GRANTOR:

CITY OF HART TAX INCREMENT FINANCE AUTHORITY

____
By: __________________
Its:________________________

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

This Option Agreement was acknowledged before me this ____ day of _______________, 2026, by ________________________, the ___________________ of City of Hart Tax Increment Finance Authority, and on behalf of the City of Hart Tax Increment Finance Authority.

____
Notary Public, __________ County, Michigan
Acting in ________ County, State of Michigan
My commission expires: ________________

GRANTEE:

AVANNELLA DEVELOPMENT, LLC
a Michigan limited liability company

____
By: Jacob S. Eckholm
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF ________)

This Option Agreement was acknowledged before me this ____ day of _______________, 2026, by Jacob S. Eckholm, the Managing Member of AVANNELLA DEVELOPMENT, LLC, and on behalf of the company.

____
Notary Public, __________ County, Michigan
Acting in ________ County, State of Michigan
My commission expires: ________________

Exhibit A

Legal Description of Property

Land Situated in the City of Hart, County of Oceana, State of Michigan and described as follows:

> The West 1 rod of Lot 3, Block 7, EXCEPT the South 1 rod thereof, of the Village (now City) of Hart, according to the recorded Map or Plat thereof.
>
> The West 20 feet of the East 1/2 of Lot 7, Block 7 of the Village (now City) of Hart, according to the recorded Map or Plat thereof

PPN: 020-207-001-00 (PART OF)
Current Zoning: Planned Unit Development

RESOLUTION 2026-36
City Council
City of Hart, Michigan
Oceana County

AUTHORIZE CITY MANAGER TO EXECUTE AN OPTION AGREEMENT FOR 3 EAST MAIN STREET

WHEREAS, the City of Hart Tax Increment Finance Authority owns property located at 3 East Main Street; and

WHEREAS, the City and the Tax Increment Finance Authority desire to facilitate the potential redevelopment of the property through an Option Agreement with Avannella Development, LLC; and

WHEREAS, the City Council finds it to be in the best interest of the City to authorize execution of the Option Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Hart City Council authorizes the City Manager, acting on behalf of the City of Hart and the Hart Tax Increment Finance Authority as appropriate, to execute the Option Agreement with Avannella Development, LLC for the property located at 3 East Main Street, together with such non-substantive modifications as may be approved by the City Attorney.

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

MEMORANDUM

City of Hart
Memorandum

To: Mayor and City Council
From: Nichole Kleiner, City Manager
Date: July 14, 2026
Subject: Crew Observation Safety Services Recommendation

Mayor and Council,

The City solicited proposals for crew observation safety services for the Electric Department. Staff received proposals from Alpha Omega Utility Services and the Michigan Electric Cooperative Association (MECA).

After reviewing both proposals, I recommend awarding the contract to **Alpha Omega Utility Services**. Their proposal provides the requested services at an annual cost of **$12,224**, compared to **MECA's annual cost of $20,000**. In addition to the lower cost, Alpha Omega's proposal is for a **one-year term**, allowing the City to evaluate the effectiveness of the program before making a longer-term commitment. MECA's agreement requires an initial **three-year term**.

Staff recommends approval of Resolution No. 2026-37 authorizing the City Manager to execute an agreement with Alpha Omega Utility Services.

MECA

EXHIBIT "A"

Description of Employee Safety Program Services

SEGMENT PARTICIPANTS:

Hart Energy Dept

2027 Program Investment: $16,497

2028 Program Investment not to exceed: $17,322

2029 Program Investment not to exceed: $18,188

Proposed Host Location:

Hart, MI

Term:

2027-2029

INCLUDED PROGRAM DELIVERABLES:

- **Four (4) Traditional Safety Meetings**
  All safety meetings to be delivered at designated host location, topics to be selected from an approved list of available programs. Up to two (2) meetings can be substituted for an equal number of Block Training or Crew Observation a la carte items.
- **Safety Workshops**
  Attendance for up to two (2) utility employees per workshop per year. Pricing for additional participants to be determined. To be held jointly with other safety program participants.
- **Continued Participant Advantages**
  - Mutual Aid Support
  - Accident Investigation
  - Accident and Near-Miss Review and Discussion
- **Reliable Public Power Provider (RP3) and/or Rural Electric Safety Achievement Program (RESAP) Support and Assistance**

A LA CARTE OPTIONS:

Annual safety investment amount DOES NOT include the following a la carte items, available upon request:

- **Block Training**
  Hourly Rate: **(TBD)**
- **Crew Observations**
  Hourly Rate: **(TBD)**
- **Additional Workshop Participants**
  Cost Per Additional Participant: **(TBD)**

2027 Program pricing calculated as follows: $16,902 site location fee divided equally among allsegment participants (2) $8,451. plus a utility fee of $17,248 (large utility) or $8,046 (small utility).

Michigan Electric Cooperative Association

SAFETY PROGRAM AGREEMENT

The undersigned municipal utility ("Utility") hereby subscribes to participate in the Employee Safety Program described below (the "Program") and provided by the Michigan Electric Cooperative Association ("MECA").

Program services shall be provided, or the annual payment shall be refunded to the Utility

The Utility and MECA hereby agree as follows:

1. The Program.

MECA shall provide the Program services to the Utility as more particularly set forth on Exhibit "A" attached to this Agreement and incorporated herein by reference.

The Program will be provided at a time scheduled by MECA in a single location within the Utility's service territory or in reasonably close proximity. MECA provides the Program services to multiple utilities and, for efficiency, reserves the right to combine the Utility's Program services with other utilities' participation at a more central location.

2. Term.

The initial term of this Agreement is three (3) years beginning January 1, 2027. The Agreement shall thereafter automatically renew for successive three (3) year renewal terms unless either party provides written notice of non-renewal to the other party not less than six (6) months prior to the expiration of the initial term or any renewal term. MECA may change the fees for the Program services for any subsequent renewal term by providing written notice to the Utility not less than eight (8) months prior to the expiration of the then-current term of this Agreement.

The Agreement may be earlier terminated by either party at any time (i) upon a material default of the other party after written notice of the default and failure to cure the default within 30 days after receipt of the notice; or (ii) MECA ceasing to provide the Program services.

Upon an early termination, MECA ceasing to provide the Program, all pre-paid.

3. Fees

The annual fee for the Program shall be $20,000, payable in advance to MECA by December 1 of each preceding calendar year during the term of this Agreement. The annual fee is subject to change for each renewal term by written notice to the Utility as provided in Section 2.

If the Utility fails to make payment of the annual fee due, and MECA institutes action to collect, the Utility shall be responsible for the reasonable costs of collection including reasonable attorneys' fees.

4. Liability.

The Utility remains responsible for its compliance with all applicable safety requirements and recommendations. Nothing in this Agreement or in the provision of the Program services to the Utility and its employees shall cause MECA to assume any responsibility or any liability to any third party or to the Utility or its employees for the Utility's compliance with any applicable federal, state, local or industry standards or requirements.

The Utility hereby agrees to indemnify and hold MECA, and its directors, members, employees, contractors and agents, harmless from and against any claims made against MECA for any injury, death or damages, including all costs of defense against any such claim, arising out of or made in connection with the Utility's or its employees' failure to properly comply with any applicable safety standard or requirement.

Neither party shall be liable to the other party for any indirect, incidental, or consequential damages related to either party's performance or nonperformance of their obligations under this Agreement.

5. Assignment.

This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement may not be assigned by the Utility to any unaffiliated person without the prior written consent of MECA.

ALPHA OMEGA
Utility Services
P.O. Box 635, Boyne City, MI 49712 • 517-499-9936

May 4, 2026

Mike Schiller
City of Hart

RE: Crew Observation Safety Meetings- Annual Program

Dear Mike,
Alpha Omega Utility Services is pleased to provide the following proposal for crew observation safety meetings for the City of Hart.

Scope of Work

Description: This proposal includes four (4) crew observation visits conducted over a 12-month rotating calendar (one year from the agreed start date). Each visit will consist of a comprehensive, on-site safety and crew observation day.

Services Included:

- One (1) 7-hour on-site safety crew observation day per visit
- Direct discussion with crew members regarding observations
- Follow-up observation reports after each visit
- Consultation on safety rules vs. work practices

Pricing

Cost Per Visit: $3,056.00 (includes travel and expenses)

- Total Annual Cost (4 visits): $12,224.00

Stipulations

This proposal does not include Documentation changes or adjustments to safety rules, forms, manuals, or work process.

Additional Services (If Requested)

- Additional site visits: $3,056.00 per visit
- Work outside the scope of this agreement: $145.00 per hour, plus expenses

We appreciate the opportunity to support the City of Hart in maintaining and strengthening a safe working environment. Please let us know if you have any questions or would like to move forward with scheduling.

May 4, 2026

Alpha Omega Utility Services City of Hart

Thank you for your consideration of this Proposal. If you have any questions concerning this proposal, please contact us at 517-290-6133.

Submitted by Alpha Omega Utility Services on 5/4/2026 ______________ by Jeremy Adcock.

Signature: ______________________________
Name: Jeremy Adcock
Title: Contract Coordinator

Acceptance of Proposal by Customer

Accepted by Customer on ______________________________, by

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Billing Contact Information Required

Client agrees to provide accurate billing contact information prior to the start of services. This must include the name, email address, phone number, and mailing address of the person or department responsible for processing and paying invoices (commonly Accounts Payable). Alpha Omega Utility Services may delay the start of services or the delivery of invoices until this information is received.

Accounts Payable Representative: ______________________________

Email: ______________________________

Phone: ______________________________

Address: ______________________________

____

THIS PROPOSAL IS SUBJECT TO ARBITRATION PURSUANT TO MICHIGAN UNIFORM ARBIRTRATION ACT.

Enclosure(s): Alpha Omega Utility Services Standard Terms and Conditions

ALPHA OMEGA UTILITY SERVICES STANDARD TERMS AND CONDITIONS

Entire Agreement. The accepted Proposal and these Terms and Conditions (hereinafter referred to collectively as "the Agreement") constitute the full and final agreement between Alpha Omega Utility Services and Customer and supersede any previous oral and/or written agreements between Alpha Omega Utility Services and Customer. This Agreement is not subject to modification or alteration except by writing, signed by the authorized representatives.

Scope of Work. Alpha Omega Utility Services will perform the Services expressly described in the Agreement. Customer acknowledges that Alpha Omega Utility Services has not been engaged to perform any other services. Customer shall provide Alpha Omega Utility Services with access and assistance as necessary to complete the Services. Customer understands that the anticipated start-date and timeline of performance for Services may change due to factors outside of Alpha Omega Utility Services' control. In the event that the confirmed start-date or timeline changes based on the needs of the Customer, Customer must provide Alpha Omega Utility Services with written notice at least thirty (30) days before the confirmed start date. Should the Customer need to reschedule fewer than thirty (30) days before the start date, Customer shall (a) provide Alpha Omega Utility Services with written notice, and pay Alpha Omega Utility Services a rescheduling fee up to 50% of the Agreement value. Payment of the rescheduling fee shall not reduce the Client's obligation to pay in full for services rendered if and when the work is later rescheduled and completed. Additionally, Customer agrees to Compensate Alpha Omega Utility Services for all out-of-pocket expenses incurred in connection with the preparation and mobilization for the confirmed start-date in the event of rescheduling. Rescheduling fees will be waived should rescheduling be necessary due to serious illness and/or major disaster, including utility storm work, for either party.

Payment. Customer agrees to promptly pay Alpha Omega Utility Services pursuant to the Fee Structure Alpha Omega Utility Services set forth in the Agreement. Accounts not paid in full within thirty (30) days will incur a service charge of 1.5% monthly or 18% annually. Customer agrees to pay all reasonable costs that Alpha Omega Utility Services incurs to collect past due amounts, including, but not limited to, reasonable attorneys' fees and costs. In the event that Customer is in arrears on Alpha Omega Utility Services' invoices by sixty (60) days, Alpha Omega Utility Services may suspend services and/or terminate the Agreement.

Termination. Alpha Omega Utility Services and Customer agree that either party may terminate the Agreement with thirty (30) days advance written notice of termination. In the event of termination, Alpha Omega Utility Services shall deliver all work product to Customer and provide Customer with such reasonable further assistance as necessary to transition the Project, and Customer shall pay Alpha Omega Utility Services in full for Services rendered through the date of termination and seventy-five percent (75%) of the remaining financial obligation under the Agreement.

Mutual Indemnification. Subject to the Limitation of Liability provision Alpha Omega Utility Services set forth below, Alpha Omega Utility Services and Customer agree to indemnify, defend and hold each other harmless against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damages to property arising out of or relating to the performance of their respective obligations under the Agreement or otherwise. This includes attorney's fees and costs.

Limitation of Liability. In no event shall either party be liable to the other for any special, consequential, indirect, incidental, or punitive damages, including, without limitation, lost profits or lost revenues.

Mediation, then Arbitration. The parties agree that all claims and disputes arising out of or relating to the Agreement in any way shall be resolved by arbitration pursuant to Federal and State law. The venue for the arbitration shall be Charlevoix County, Michigan. The parties agree that there will be a single arbitrator and that the cost of the arbitration will be divided evenly. Should the parties be unable to agree to an arbitrator, then one of the parties may apply to a Court the appointment of an arbitrator. Prior to the initiation of any arbitration proceedings, however, Alpha Omega Utility Services and Customer agreement to participate in mediation in good faith.

Non-Waiver; Non-Assignment. No waiver of any condition or legal right or remedy shall be implied by the failure of either to declare a forfeiture, or for any other reason, and no waiver of any conditions or covenant shall be valid unless it be in writing signed by both parties. The Agreement is not assignable by either party without the express written consent of the other party.

Covenants of Confidentiality and Non-Solicitation: Alpha Omega Utility Services and Customer agree that they shall not (1) disclose each other's confidential or proprietary information, unless such disclosure is necessary for the performance of the Agreement, or unless such disclosure is required by a Court Order, (2) solicit each other's agents or employees for any purpose for a period of two years following the termination of or final payment under the Agreement without the prior written consent of the other. Each party agrees that any remedy at law for any actual or threatened breach of these Covenants by the other would be inadequate, and that each party shall be entitled to specific performance, injunctive relief, or both, by temporary remedy, writ or order as may be entered into by a court of competent jurisdiction in addition to any damages that the harmed party may be legally entitled to recover, together with reasonable expenses of litigation, including attorney's fees incurred in connection therewith as may be approved by such court. Each party further agrees to waive any requirement for the securing or posting of any bond in connection with obtaining of any such injunctive or equitable relief.

Customer's Initials ______________

RESOLUTION 2026-37
City Council
City of Hart, Michigan
Oceana County

AUTHORIZE AGREEMENT WITH ALPHA OMEGA UTILITY SERVICES FOR CREW OBSERVATION SAFETY SERVICES

WHEREAS, the City of Hart solicited proposals for crew observation safety services for the Electric Department; and

WHEREAS, Alpha Omega Utility Services submitted the lowest responsive proposal and provides the City the flexibility of a one-year agreement; and

WHEREAS, the City Council finds it to be in the best interest of the City to accept the proposal.

NOW, THEREFORE, BE IT RESOLVED*, that the Hart City Council accepts the proposal from Alpha Omega Utility Services and authorizes the City Manager to execute the agreement and any related documents necessary to implement the services.*

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 2026-12
City Council
City of Hart, Michigan
Oceana County

A RESOLUTION TO SUBMIT A PUBLIC SAFETY MILLAGE PROPOSAL TO THE ELECTORS OF THE CITY OF HART AT THE NOVEMBER 3, 2026 GENERAL ELECTION

WHEREAS, the City Council finds that maintaining effective police protection, fire protection, emergency response, and public safety services is essential to protecting the health, safety, and welfare of the residents of the City of Hart; and

WHEREAS, the City Council has determined that additional dedicated funding is necessary to maintain and improve public safety personnel, emergency response capabilities, equipment, vehicles, apparatus, facilities, technology, training, capital improvements, and related operational needs; and

WHEREAS, the City Council desires to submit to the qualified electors of the City of Hart a proposal for a new additional public safety millage at the November 3, 2026 General Election.

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

Section 1. Ballot Proposal

The following proposal shall be submitted to the qualified electors of the City of Hart at the November 3, 2026 General Election:

PUBLIC SAFETY MILLAGE PROPOSAL

Shall the City of Hart be authorized to levy up to _____ mills ($_____ per $1,000 of taxable value) for a period of ten (10) years, beginning with the 2027 tax levy and continuing through the 2036 tax levy, inclusive, for the purpose of providing funds for police protection, fire protection, emergency response services, public safety personnel, training, vehicles, apparatus, equipment, facilities, technology, capital improvements, and related public safety 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

Section 2. Certification

The City Clerk is hereby authorized and directed to certify this ballot proposal to the Oceana County Clerk and to take all actions necessary to place the proposal on the November 3, 2026 General Election ballot in accordance with applicable law.

Section 3. Administrative Revisions

The City Clerk, City Manager, and City Attorney are authorized to make any non-substantive revisions to the ballot language or election documents required by the Oceana County Clerk or the Michigan Bureau of Elections, provided such revisions do not alter the intent or substance of this Resolution.

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
Memorandum

To: Mayor and City Council
From: Nichole Kleiner, City Manager
Date: July 14, 2026
Subject: Water Tower Easement Agreement – EIP Holdings IV, LLC

Since early 2025, the City has evaluated several proposals regarding the future of its water tower wireless communications site. Staff explored multiple alternatives, including maintaining the existing lease structure, negotiating directly with the current carrier, and proposals from third-party infrastructure companies.

Over the past several months, staff has reviewed proposals, discussed the advantages and disadvantages of each option with personnel and the finance committee, and directed staff to continue negotiations. During that process, staff worked with EIP Holdings IV, LLC to address City concerns and negotiate revisions where appropriate.

The attached Letter Agreement and Easement Agreement represent the culmination of those negotiations. If approved, the City will receive a **one-time payment of $700,000 at closing** and will retain the opportunity to receive **50% of net rental revenues** from future wireless carriers added to the site, as provided in the agreements.

Resolution No. 2026-39 authorizes the Mayor and City Clerk to execute the agreements, substantially in the form presented, subject to final revisions approved by the City Attorney.

Staff Recommendation: *Staff recommends approval of Resolution No. 2026-39.*

July 7, 2026

Nicole Kleiner
City Manager
City of Hart
407 State Street
Hart, Michigan 49420

RE: Letter Agreement

Dear Ms. Kleiner:

EIP Holdings IV, LLC ("Grantee") is pleased to present this Letter Agreement ("Agreement") to the City of Hart, a Michigan municipal corporation ("Grantor") for the grant of easement rights to property located at or about 3701 Spencer Farm Road, Hart, Michigan 49420 ("Property"). The following are the terms and conditions of the Agreement, which shall be supplemented by an Easement Agreement in the form attached hereto as Exhibit "A" ("Easement Agreement") and entered into by and between Grantee and Grantor in accordance with the terms herein:

<u>Grant of Easement; Assignment; Consideration</u>

1. Grantor shall grant an easement ("Easement") to Grantee at Closing, which Easement shall be the exterior sides and top of the water tower on the Property and reasonable land for ground based equipment, plus any additional portions of the Property leased pursuant to that certain Site Lease initially entered into by and between the City of Hart, a Michigan municipal corporation as lessor and NPI Wireless-Traverse City, L.L.C., a Michigan limited liability company as lessee, dated October 29, 2003 (the "ATT Lease"), including any amendments thereto (the ATT Lease and as amended are collectively, the "Current Agreements"), and assign to Grantee all of Grantor's beneficial rights with respect to the Current Agreements. Such grant and assignment shall be in accordance with the terms more particularly set forth in the Easement Agreement.

2. Grantee shall pay to Grantor at Closing the sum of Seven Hundred Thousand and No/100 Dollars ($700,000.00).

3. In the event Grantee leases or licenses space within the Easement to additional wireless carriers (each an "Additional Lessee(s)"), Grantee shall pay to Grantor ongoing payments equal to fifty percent (50%) of Net Rental Revenues received by Grantee from such Additional Lessee(s). For the determination of the amounts payable hereunder, Net Rental Revenues shall mean all rental revenue received by Grantee from such Additional Lessee(s) for occupancy of the Easement less any capital expenditures, operating expenses and property tax payments made by Grantee regarding the Easement and the facilities thereon. Grantor may annually request a site summary of Grantee's site specific income and expenses, to be delivered to Grantor via electronic mail. In the event a party owes money to the other party based on such audit, said owing party shall reconcile and pay the other party within thirty (30) days of the date of the site summary.

Warranties of Grantor

4. Grantor warrants to Grantee that, as of the Effective Date through the occurrence of Closing:

   (i) Grantor is the legal owner of title to the Property and has the legal right and authority, and has obtained all necessary approvals, to execute this Agreement and the Easement Agreement and consummate the transaction contemplated herein.

   (ii) Grantor has provided to Grantee true and complete copies of the Current Agreements, all amendments and addendums thereto, and all other writings or agreements relating in any way to the Easement or Grantee's use thereof or relating to communications facilities on the Property; all of such documents are in full force and effect; no party is in default of any of such documents; no party has indicated any intention to terminate any Current Agreements prior to the natural expiration thereof or otherwise cease to utilize the applicable premises thereunder; and Grantor shall not extend or otherwise revise any of such documents without Grantee's prior written consent, which may be denied in Grantee's sole discretion.

   (iii) Grantor has not accepted any payments in advance beyond the most recent payment due under the Current Agreements; and the following accurately states the payment terms of the Current Agreements:

   ATT Lease
   Current Rent: $3,500.00/Month
   Frequency of Rent Payment: Monthly
   Date Next Rent Payment Due: First day of month following Effective Date

   (iv) The final term (including all renewal terms that occur automatically or at the lessee's option) of the Current Agreements will expire as follows:

   ATT Lease: October 31, 2038

   (v) There is no substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation located on, under or about, or otherwise affecting, the Property.

   (vi) There is no mortgage, deed of trust, lien, security interest or other encumbrance on or affecting the Property except as identified below ("Mortgage"); Grantor is current in all payments and not otherwise in default of the Mortgage or any loans secured by the Mortgage; and Grantor shall not place any further encumbrances on the Property prior to the recordation of the Easement Agreement to be executed at Closing:

   Mortgagee: ______________________________
   Maximum Secured: ______________________________
   Commencement Date: ______________________________
   Maturity Date: ______________________________

5. Grantor acknowledges that Grantee is entering into this Agreement in reliance upon the warranties made by Grantor herein. Grantor shall indemnify, defend and hold harmless

Grantee for any claim or harm suffered by Grantee due to any breach or failure of such warranties.

Due Diligence

6. Commencing upon the Effective Date and extending until Closing, Grantee may conduct any due diligence investigations related to the Property and the Easement as Grantee deems appropriate ("Due Diligence Period"). In the event that Grantee determines that any aspect of its due diligence investigations is unsatisfactory, Grantee may terminate this Agreement upon notice to Grantor. Grantee shall be responsible for the expenses related to its due diligence investigations.

7. Grantor shall provide to Grantee all information and documentation reasonably requested by Grantee for Grantee's due diligence investigations to the extent that such information and documentation exists and is reasonably available to Grantor.

8. If any Mortgage affects the Property, Grantor shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Grantee from each mortgagee under each Mortgage prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until all non-disturbance agreements are provided.

Closing; Assigned Sums

9. Upon Grantee's satisfaction with its due diligence investigations, the parties shall promptly conduct a settlement of the transaction ("Closing") at which time (i) Grantee and Grantor shall execute the Easement Agreement and (ii) upon such execution, Grantee shall pay to Grantor the consideration due at Closing, subject to any proration for Assigned Sums in accordance with the terms herein. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Grantor and Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

10. Upon the occurrence of Closing, Grantee shall be entitled to all rent and other sums payable pursuant to the Current Agreements and any other agreements respecting the Easement and attributable to any period of time after Closing ("Assigned Sums"). Grantee shall offset against the consideration paid to Grantor at Closing an amount equal to (i) all Assigned Sums received by Grantor prior to Closing and (ii) all Assigned Sums due to be paid during the four (4) months immediately following Closing, and upon such offset Grantor shall be entitled to the rent and other sums attributable to the corresponding periods. For all Assigned Sums not offset against the consideration paid to Grantor at Closing, regardless of whether received by Grantor before or after Closing, Grantor shall immediately forward such amounts to Grantee without notice or demand from Grantee. Grantor shall cooperate with Grantee to the extent necessary to redirect future payments of Assigned Sums to Grantee. Grantee shall be responsible for the payment of all applicable taxes and fees due upon Closing.

Miscellaneous

11. The term of this Agreement shall commence upon the Effective Date and, if not terminated in accordance with the due diligence provisions herein, shall run and expire concurrently

with the term of the Easement Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such expiration.

12. As a condition of payment, Grantor and any successor shall provide to Grantee any reasonably requested form to identify any payee's tax identification number.

13. Grantor hereby authorizes the tenant under the Current Agreements to provide to Grantee any estoppel certificate or the like requested by Grantee. Grantor hereby irrevocably constitutes and appoints Grantee as Grantor's true and lawful attorney-in-fact to deliver notices and effectuate on behalf of Grantor (i) any request for any estoppel certificate or the like from the tenant under the Current Agreements, and (ii) the enforcement of any tenant obligation under the Current Agreements to provide any estoppel certificates or the like.

14. Grantor and Grantee shall each be responsible for their own attorney's fees and expenses other than expenses outlined in this Agreement. Grantor and Grantee acknowledge there are not broker or finders fees associated with this transaction.

15. To the extent of any inconsistency between this Agreement and the Easement Agreement, the terms of the Easement Agreement shall control.

16. This Agreement shall become effective and legally binding only upon the full execution of this Agreement by both Grantor and Grantee in the signature block below ("Effective Date"). If this Agreement is executed in several counterparts, all counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart.

Regards,

EIP Holdings IV, LLC

By:

David C. Bruening
Vice President - Legal

[Signatures to immediately follow.]

PREPARED BY AND
WHEN RECORDED MAIL TO:

David C. Bruening, Esq.
EIP Holdings IV, LLC
c/o Everest Infrastructure Partners
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

___________ SPACE ABOVE THIS LINE FOR RECORDER'S USE ___________

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the ____ day of ________________, 2026 ("Effective Date") by and between the **CITY OF HART**, a Michigan municipal corporation ("Grantor") and **EIP HOLDINGS IV, LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located at or about 3701 Spencer Farm Road, Hart, Michigan 49420 ("Property"), which Property is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantee have entered into that certain Letter Agreement last executed the ____ day of ________________, 2026 ("Letter Agreement"), in which Grantor has agreed to grant to Grantee certain rights to the Property in accordance with the terms herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. <u>Recitals; Letter Agreement</u>. The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. **Grant of Easement.** Grantor grants and conveys to Grantee:

(a) an easement ("Site Easement") in, to, under and over the exterior sides and top of the water tower on the Property, including any support structures, and reasonable land for ground based equipment, plus any additional portions of the Property leased and/or otherwise utilized pursuant to the leases or other agreements listed on Exhibit "B" ("Current Agreements"), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, ice bridges, fences, gates and all related facilities (collectively "Facilities"), and any and all activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and exclusive upon the expiration or earlier termination of the Current Agreements; and

(b) non-exclusive easements ("Access and Utility Easements") in, to, under and over the exterior sides and top of the water tower on the Property, including any support structures, plus any additional portions of the Property leased and/or otherwise utilized pursuant to the Current Agreements for ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Easement and the Facilities, and any related activities and uses (the Site Easement and Access and Utility Easements are collectively referred to herein as the "Easement").

3. **Current Agreements.** Grantor transfers and assigns to Grantee, as of the Effective Date, any and all of Grantor's beneficial rights, title and interest in, to and under the Current Agreements, including but not limited to (i) the right to receive any and all rents and other monies due thereunder and (ii) the right to modify, extend, expand and/or terminate the Current Agreements. Grantor is not assigning and shall continue to comply with all of Grantor's obligations as lessor under the Current Agreements. During the term of the Current Agreements, maintenance of the Easement is the responsibility of any tenants under the Current Agreements, and Grantee shall not be responsible for any default thereof by any tenants under the Current Agreements nor obligated to cure or seek remedy for such default.

4. **Use of Easement.** Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or Grantee's rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv) holders of security interests (collectively, including successors and assigns, "Customers").

5. **Access.** Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week. In the event Grantor unreasonably impedes or restricts access to the Easement, Grantor shall be responsible for any and all costs, expenses, and penalties incurred by Grantee and its Customers to obtain access. In the event Grantor, its employees, contractors, managers or any other representatives restrict or otherwise limit access to the Easement by Grantee or its Customers, except as specifically permitted by this Agreement, Grantor acknowledges and agrees that such actions shall constitute a breach of the Agreement, which may cause irreparable harm and significant injury to Grantee or its Customers for which there is no adequate remedy at law. Accordingly, in the event of such a breach or threatened breach, Grantee shall be authorized and entitled to seek injunctive relief, including a temporary restraining order, preliminary injunction or other interim equitable relief and specific performance, which rights shall be cumulative and in addition to any other rights or remedies to which Grantee may be entitled in law or equity. Grantor further agrees to waive any requirement that the other post a bond or other security as a condition for obtaining such relief. If Grantee obtains any form of injunctive relief, Grantor shall be responsible for reimbursing Grantee for its reasonable attorneys' fees and court costs within sixty (60) days of the date of its receipt of Grantee's invoice outlining such fees and costs.

6. **Term.** This Agreement and the Easement shall commence on the Effective Date and extend for a period of Fifty-Five (55) years or until terminated in accordance with the terms herein.

7. **Termination.** In the event Grantee and its Customers cease all use of all portions of the Easement for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Easement shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easement by Grantee or any Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may terminate this Agreement upon written notice to Grantor. This Agreement may not be terminated by Grantor. Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination.

8. **Improvements.** Grantee and its Customers may construct improvements in, to, under and over the Easement, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein. Notwithstanding same, operation and maintenance of the water tower are the responsibility of Grantor and the water tower shall be maintained at all times, including, but not limited to, painting, tower foundation integrity and structural support, in such a condition to accommodate the tenant under the Current Agreements. In the event additional tenants desire to locate equipment in, on and/or about the water tower, such tenant(s) shall modify the water tower as needed for their equipment installation.

9. **Expansion; Marketing.** To the extent that additional space is needed to service any current or additional Customer(s) and such space is available, Grantee, upon the consent of Grantor, not to be unreasonably delayed, conditioned or withheld, may expand the Easement on the structure and ground to the minimum extent reasonably necessary to accommodate such Customer(s). Grantee shall have the exclusive right to market the Property for wireless communications purposes. Grantor shall not grant any marketing rights or lease, license or other use rights for wireless communications facilities or equipment to any third party or authorize any third party to engage in any similar conduct with respect to the Property.

10. **Taxes.** Upon the expiration of the Current Agreements, Grantee shall thereafter pay as a site expense all taxes directly attributable to the Facilities as evidenced by an applicable tax bill. Grantor shall pay all other taxes that are not directly attributable to the Facilities.

11. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property, or any other property owned by Grantor or any reasonably related party and located within a one (1) mile radius of the Property, shall be used in any manner for communications towers, facilities and/or transmissions without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee or its Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

12. Environmental Covenants and Indemnity. Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on, under or about the Property or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.

13. General Indemnity. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement.

14. Transfer of the Property; Assignment. The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns. In the event of such an assignment, Grantee shall notify Grantor at least sixty (60) days prior to the date of said assignment.

15. Estoppel Certificate. Each Party shall, within ten (10) days after request by the other Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

16. Condemnation. In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

18. Miscellaneous.

(a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;

(b) this Agreement is governed by the laws of the state in which the Property is located;

(c) in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;

(d) in the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;

(e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;

(f) the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;

(g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;

(h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;

(i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;

(j) if any Party files an action for the enforcement or breach of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs;

(k) any Party, at its own expense, may record this Agreement upon the full execution hereof; and

(l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:

City of Hart,
a Michigan municipal corporation

____
Printed Name: ___________________________
Title: _______________________________

407 State Street
Hart, Michigan 49420

STATE OF ____________________________)
) SS:
COUNTY OF __________________________)

On this ______ day of _________________, 2026, before me, a Notary Public, the undersigned officer, personally appeared ___________________________, who acknowledged himself/herself to be the ______________________ of the City of Hart, a Michigan municipal corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said City of Hart by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Name: _______________________________
Notary Public, _________________ County, MI
My commission expires: ___________________
Acting in the county of: ___________________

GRANTEE:

EIP Holdings IV, LLC,
a Delaware limited liability company

____
Printed Name: John Lemmon
Title: EVP and General Counsel

Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this ______ day of _________________, 2026, before me, a Notary Public, the undersigned officer, personally appeared John Lemmon, who acknowledged himself to be the EVP and General Counsel of EIP Holdings IV, LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Name: ________________________________
Notary Public, ___Allegheny_______ County, PA
My commission expires: ___________________
Acting in the county of: ___Allegheny_________

Exhibit "A"

Property

In the County of Oceana, Michigan

Legal Description:

The West 200' of Lots 6 and 7 of the City of Hart Industrial Park, as recorded in Jacket NO: 473, Oceana County Register of Deeds records, Hart Township, Oceana County, Michigan

[To be verified per title report.]

Parcel/Tax Number: ____

Address: 3701 Spencer Farm Road, Hart, Michigan 49420

Exhibit "B"

Current Agreements

1. That certain Site Lease initially entered into by and between the City of Hart, a Michigan municipal corporation as lessor and NPI Wireless-Traverse City, L.L.C., a Michigan limited liability company as lessee, dated October 29, 2003, including any amendments thereto. Such ground space pursuant to the Current Agreements may be reasonably expanded as necessary for the tenant thereunder to add ground-based equipment.

2. Any other leases, licenses or agreements respecting the Easement to which Grantor is a party.

RESOLUTION 2026-39
City Council
City of Hart, Michigan
Oceana County

AUTHORIZE EXECUTION OF A LETTER AGREEMENT AND EASEMENT AGREEMENT WITH EIP HOLDINGS IV, LLC FOR THE CITY OF HART WATER TOWER PROPERTY

WHEREAS, the City of Hart is the owner of the municipal water tower property located at 3701 Spencer Farm Road, Hart, Michigan; and

WHEREAS, EIP Holdings IV, LLC has offered to purchase certain easement rights associated with the property for the purpose of managing and leasing wireless communications facilities; and

WHEREAS, under the proposed transaction, the City will receive **Seven Hundred Thousand Dollars ($700,000.00)** at closing together with the opportunity to receive ongoing revenue sharing from future wireless communications tenants as provided in the Letter Agreement; and

WHEREAS, the City Council has reviewed the proposed Letter Agreement and Easement Agreement and finds that entering into the transaction is in the best interests of the City.

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

Section 1. *The Mayor and City Clerk are hereby authorized and directed to execute the Letter Agreement and Easement Agreement between the City of Hart and* ***EIP Holdings IV, LLC****,* ***substantially in the form presented to the City Council****, together with such non-substantive revisions and modifications as may be approved by the City Attorney.*

Section 2. *The Mayor, City Clerk, City Manager, and other appropriate City officials are further authorized to execute any additional closing documents, certificates, affidavits, or other instruments necessary to complete the transaction consistent with this Resolution.*

Section 3. *This Resolution shall take effect 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

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

SPECIAL EVENTS PERMIT

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

DATE OF APPLICATION: 7-6-26

NAME OF EVENT: HART GIRL'S VARSITY BASKETBALL DRIVE

DATE OF EVENT: 8-1-26 TIME: 9AM TO 1PM

RAIN DATE OF EVENT: **MUST PROVIDE**

LOCATION AND/OR ROUTE OF EVENT: STATE ST @ WASHINGTON AVE
STATE ST & POLK ROAD

DESCRIPTION OF EVENT: INTERSECTION COLLECTION

SPECIAL NEEDS:

NAME OF ORGANIZATION OR SPONSOR: HART PUBLIC SCHOOLS GIRL B.B.

ADDRESS: 300 JOHNSON ST W.

CONTACT PERSON: RON WILLIAMSON / GARY JORESSEN

PHONE: 231-571-5902 FAX:

EMAIL: willramr@ghsp.com

X [signature] 7-6-26

SIGNATURE OF EVENT COORDINATOR/SPONSOR **DATE**

ALL CURRENT COVID-19 STATE MANDATED RESTRICTIONS MUST BE ADHERED TO. IT IS YOUR RESPONSIBLITY TO SCHEDULE THE LOGISTICS MEETING WITH THE CITY DEPARTMENTS INDICATED IF YOUR APPROVED PERMIT INDICATES THAT A MEETING IS NEEDED. PLEASE NOTE THAT A 7 - 10 DAY ADVANCE NOTICE WILL BE NEEDED TO SCHEDULE THE MEETING.

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

City of Hart
Memorandum

To: Mayor and City Council
From: Nichole Kleiner, City Manager
Date: July 14, 2026
Subject: Seneca Foods Fire Suppression Water Line Project Update

Brad Whitney, Public Works Superintendent, and I recently met with Dirk Williams, General Manager of Seneca Foods, to discuss the fire suppression solution Seneca has selected.

The proposed project would extend a 16-inch water main from the City's water tower to Oceana Drive, connect it to the existing 12-inch main from Polk Road, and replace the existing 8-inch line serving Seneca's U Warehouse with a new 12-inch line. The project would also create a looped water system and add a fire hydrant along Oceana Drive.

The estimated project cost is $495,582, including $361,922 for City water system improvements, $91,460 for Seneca's improvements, and $42,200 for engineering services.

This project aligns with one of the City's highest-priority water system capital improvements while also addressing Seneca's fire suppression needs. Seneca has indicated a willingness to consider a long-term repayment arrangement for the City's share of the project.

This memo is for informational purposes only. Staff will continue reviewing budget projections, consulting with our engineers and City Attorney, and will return to Council with recommendations for a funding and partnership approach that supports both Seneca's needs and the City's long-term infrastructure goals.

SENECA’S PROPOSAL

07/10/2026

New Water Line Connection from Old City Tank

After investigation of the various options, and through discussions with the City of Hart representatives, engineers at Prein&Newhof, engineers at our fire suppression service, and Hallack Contacting, we think the best option for both the City and Seneca is the option #1. Connecting 16-inch line from the water tower to run East towards Oceana Drive. The 16-inch line will then run north alongside Oceana Drive to connect with the 12-inch pipe that runs South from Polk Road, and will also tie in with the 12-inch main line that runs to Seneca’s property. Replace the current 8-inch line, that runs to the U Warehouse fire suppression room with a 12-inch pipe. All pricing for the installation is from Hallack Contracting.

Total Construction Cost: $453,382

City of Hart Portion: $361,922

- Tie 16” line into water tower
- Clear trees and brush
- Install 1650 feet of 16” line.
- Install one fire hydrant along Oceana
- Install two 16” valves

Seneca’s Portion: $91,460

- Install 330 feet of 12” line
- Install one 12’ valve
- Remove and replace concrete and asphalt
- Tie into existing fire suppression line
- Connect 16” main to 12” main
- Seed and mulch disturbed areas

The construction is to be completed by Hallack Contracting.

Prein&Newhof for professional engineering services that include preliminary designs, designs, and permits. Cost for Prein&Newhof services $42,200.

The total project cost $495,582

Southern Rd
Southern Rd
330 feet 12"
With concrete and asphalt being tore out and redone
750 Feet of 16"
N Oreana Dr
16-inch pipe
12-inch pipe
current pipe
Total Feet of 16" 1650'
900 Feet of 16"
Google Maps