

City of Hart, Michigan
CITY COUNCIL AGENDA
August 25, 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 July 28, 2026
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports
7. **Action Items**
 - a. Amendment to Resolution 2026-40 *Authorizing Execution of MDOT Contract for Safe Routes to School Project*
 - b. Resolution 2026-42 *Approval of Property Assessment Administrative Agreement with Oceana County*
8. **Discussion Items**
 - a. Review of Draft Lease Agreement – The Starting Block
 - b. Surveillance Cameras - Mullen
9. **City Manager Report**
10. **Communications from the Mayor and Council** (Including board and committee updates)
11. **Adjournment** –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
July 28th, 2026
MINUTES – Draft

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

ABSENT: None

OTHERS PRESENT: City Manager – Nichole Kleiner, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, DPW Superintendent – Brad Whitney, Hart Police Chief Juan Salazar, Economic and Development Director – Lindsay Brown, Parks n Rec Superintendent – Chris TerHaar, Trey Choice, Chistine Juska, Clair Marshall and Jon Veldheer

APPROVAL OF AGENDA:

- B. Root motioned to agenda and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS:

- Trey Choice - I am here today to announce my termination as the Director of the Starting Block. I was terminated on July 18th; no reason was provided. This decision was supported by all board members and Hart City Manager Nichole Kleiner, Rick Grey, West Shore President Scott Ward, and Malcomb Community Collage Bill Smalls, I was fired shortly after questioning how the board members allowed lease and purchase agreement to be expired almost 4 years ago and directly putting 16 small businesses at risk. I also questioned historic use of enterprise funds by the City to pay for repairs and utilities at multiple City owned properties. In Michigan it is illegal for Municipalities to use public enterprise funds on properties owned by the City. Now I am here solely as a Citizen with concerns about the manager's aperiient habit of running public funds in a deficit and then raising taxes on citizens to count for the loss. This is a situation we are all currently feeling given the 11% rise in sewer costs, directly related to the recent deficit announced in the sewer fund audit. Which all seems to be the plan with the Public Safety millage proposed by Nichole Kleiner at the last City Council meeting, an increase that would hike the average citizen in Hart for property taxes is almost \$450.00 a year to cover the recently announced deficit in the General Fund. Luckily that Public Safety resolution was tabled by the Council who seemed to feel that the public couldn't sustain the burden of additional property taxes after utility taxes hike, unfortunately the only option left to address the deficit are personnel and service cuts which every citizen will feel.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- None

CONSENT AGENDA:

- Approval of minutes from July 14th, 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: 7 Nays: 0 Absent: 0

ORDINANCES:

- Second Reading and Adoption of Ordinance 2026-04 State Cross Connection Rules (language updates)
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 of 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 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 owners' expense, on an annual basis or as required by the City and its accordance with the Michigan Department of Environment, Great Lakes 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 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 violation of any of the provisions 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. Revised/Passed 7-28-2026)

- A. Mullen motioned to approve Ordinance 2026-04 and was supported by C. Burillo
- Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Resolution 2026-38 Public Safety Millage Rate & Ballot Language
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 on 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 November 3, 2026, General Election.
NOW, THEREFORE BE IT RESOLVED, THAT THE HART CITY COUNCIL hereby:

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 2 mills (\$2.00 per \$1,000 of taxable value) for a period of four (4) years, beginning with the 2027 tax levy and continuing through the 2030 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 \$ 129,596.00.

- ✓ 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 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 internet or substance of this Resolution.

- A. Mullen motioned to approve Resolution 2026-38, and was supported by C. Burillo
- Ayes: 7 Nays: 0 Absent: 0

- Resolution 2026-40 Authorize Execution of MDOT Contract for Safe Routes to School Project
WHEREAS, the Michigan Department of Transportation ("MDOT") has prepared Contract No. 26-5298 for the construction of a Safe Routes to School non-motorized pathway project within the City of Hart under the Transportation Alternatives Program; and
WHEREAS, the project includes construction of a shared use path and associated pedestrian improvements along portions of Water Street, Johnson Street, Peach Avenue, Plum Street, Peach Avenue, Plum Street, and Main Street/Tyler Road, together with related improvements; and
WHEREAS, the estimated construction cost of the project is \$1,196,300, with Federal Transportation Alternatives Program funding not to exceed \$888,861, representing approximately 81.85% of eligible project costs, leaving an estimated City local share of \$307,439, subjected to final project costs; and

WHEREAS, the City is required to execute the MDOT contract, provide its local share of eligible costs, and assume responsibility for future maintenance and operation of the completed improvements as provided in the contract; and

NOW, THEREFORE, BE IT RESOLVED BY THE HART CITY COUNCIL hereby:

1. *The City Council hereby approves MDOT Contract No 26-5298 for the Safe Routes to School (Transportation Alternatives Program) Project.*
2. *The City of Hart agrees to participate in the project by providing the required local share of eligible project costs, together with any project costs that are the responsibility of the City under the terms of the agreement.*
3. *The City acknowledges and accepts responsibility for the future operation and maintenance of the completed project improvements as required by the contract.*
4. *The Mayor and City Clerk are hereby authorized and directed to execute MDOT Contract No 26-5298 and any other documents necessary to carry out the intent of this resolution.*
5. *The City Clerk is authorized to certify this resolution and transmit a certified copy to the Michigan Department of Transportation as required by the contract.*

- C. Burillo motioned to approve Resolution 2026-40 and was supported by B. Root
 - Ayes: 7 Nays: 0 Absent: 0

- Resolution 2026-41 Authorize 3-yr IT Service Agreement with Corporate Technologies

WHEREAS, the City of Hart's current information technology service agreement expires on July 31, 2026; and
WHEREAS, the City solicited and reviewed proposals for managed information technology services to ensure the continued operation, maintenance, and security of the City's technology infrastructure; and
WHEREAS, after evaluating the proposals received, the City Council finds that Corporate Technologies provides the best overall value and is qualified to provide comprehensive managed information technology services for the City; and

WHEREAS, the proposed agreement provides for a term of three (3) years, commencing August 1, 2026, subject to the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED THAT THE HART CITY COUNCIL hereby:

Authorizes the City Manager to execute a Managed Information Technology Services Agreement with Corporate Technologies, substantially in the form presented to Council, for a three-year term commencing August 1, 2026

BE IT FURTHER RESOLVED THAT the City Manager is authorized to execute any non-substantive documents necessary to implement the agreement.

- A. Mullen motioned to approve Resolution 2026-41 and was supported by C. Burillo
 - Ayes: 7 Nays: 0 Absent: 0

SPECIAL EVENTS PERMIT REQUESTS:

- Hispanic Heritage Celebration September 19th, 2pm-11:30pm @ Hart Commons, Parking Lot 2 – Requesting Road closure of State/Main Street. Approved.
 - Ayes: 7 Nays: 0 Absent: 0

CLOSED SESSION:

- To review Attorney-Client Privileged Communication under Section 8(1)(h) of the Open Meetings Act to consider material that is exempt from disclosure under Section 13(1)(g) of the Michigan Freedom of Information Act
 - B. Root motioned to meet in a closed session at 8:15pm, pursuant to Section 8(1)(h) of the Open Meetings Act to consider material which is exempt from disclosure under Section 13(1)(g) of Michigan's Freedom of Information Act and was supported by C. Burillo
 - Ayes: 7 Nays: 0 Absent: 0

- C. Burillo motioned to return to open session at 8:55pm and was supported by B. Root
 - Ayes: 7 Nays: 0 Absent: 0
- Consider of Appeal of FIOA Response from Trey Choice
 - A. Mullen motioned to Uphold the calculation of the \$10,371.45 fee to Trey Choice for the very large amount of requested public records as set forth in the FOIA Coordinator's July 21, 2026FOIA Response Letter to Mr. Choice and the FOIA Cost Estimate included with the FOIA Response Letter, with the finding that the fee is reasonable, is calculated in the manner provided under FOIA and the City's FPIA Policy, and is based on a reasonable estimate of the amount of time necessary for the City Attorney to review the requested public records and separate information that is exempt from disclosure under FPOA, at the rate of \$82.38 (which is equal to six times the current state minimum wage rate), with certification from the City Council that the statements in its findings are accurate and the fee amount complies with the City's FOIA Policy and Section 4 of FOIA, and uphold the disclosure denial to the extent that the responsive records contain information that is exempt from disclosure under FOIA, and authorizes and direct the City Manager, as the FOIA Coordinator and with the assistance of the City Attorney Mika Meyer PLC, to notify Mr. Choice of the City Council's decision to uphold the fee and the decision to uphold the disclosure denial to the extent that the responsive records contain information that is exempt from disclosure under FOIA, and authorizes the City Manager to provide the requested records, subject to redaction of exempt information, and supplement the City's FOIA response to specifically identify and describe all exemptions under Section 13 of FOIA that are applicable to the responsive records, after payment of the required 50% good0faith deposit in the amount of \$5185.72 within forty-eight (48) days after Mr. Choice is notified of the City Council's determination of his FOIA appeal and was supported by B. Root
 - Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- None

CITY MANAGER'S REPORT:

- Site plan review and special land use applications will go before planning commission on Aug 6th for a new commercial restaurant on Comfort Drive.
- Open enrollment for health insurance closed yesterday. We consolidated what used to be two different plans into one Blue Cross HAS plan, saving the City over \$50,000 in projected increases and cut premiums for those who were on the former GAP plan by 20%.
- Blacksmith shop – reached out to Randy Miller building inspector to see if he will serve as the "hearing officer" as required by the ordinance to provide the owners the chance to be heard and a determination made by an "expert in the housing matters."
- All City wells were inspected recently and well #2 near the low-pressure tower (Polk/Oceana) is performing significantly lower than its rated design. Replacement of pump is recommended this year. Peerless Midwest is putting together bid specs replacement in well #2 to occur this fiscal year.

Events:

- Thursday's @ 6:30 – Music on the Commons
- Friday's @ 7:00 – Hart Historic District's Music Series
- July 29th Tiger Athletic Center Grand Opening Ceremony @ 1pm.
- 08/06/2026 – BioPure and Hart Commons Ribbon Cutting Celebration – 1pm

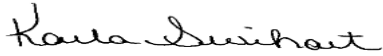
COMMUNICATION FROM MAYOR AND COUNCIL:

- A. Mullen mentioned that the next cemetery meeting will be held in October.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 8:05pm. The next regularly scheduled meeting, Aug 11th has been canceled so next meeting will be on August 25th, 2026, at 7:30 pm.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Karla Swihart".

Karla Swihart, City Clerk

Payables Date 08.26.2026	Description	Total	General +	DPW	Energy	BPTF	Water
Alta Industrial Equipment	Repairs/Maintenance	\$ 1,945.95			\$ 1,945.95		
Baggers72 LLC/Bizzy Bees Bakehouse	Ribbon Cutting Cookies	\$ 354.00		\$ 177.00		\$ 177.00	
Blue Cross Blue Shield of Michigan	Retirees Medical Insurance	\$ 4,122.20	\$ 2,061.10		\$ 2,061.10		
Charter	Fax Line - PD	\$ 45.40	\$ 45.40				
Charter	Internet - Hart Commons	\$ 125.00	\$ 125.00				
Command Communications	Updates/Repairs - PD Radios	\$ 474.99	\$ 474.99				
First Net	Dept. Hotspots	\$ 313.18	\$ 44.74		\$ 178.96	\$ 44.74	\$ 44.74
Frontier	Fiber Internet - JGP	\$ 99.99	\$ 99.99				
GRA Benefits Group	Employee Navigator Benefits Site Renewal	\$ 900.00	\$ 225.00		\$ 225.00	\$ 225.00	\$ 225.00
Great Lakes Energy	Utilities	\$ 82.19				\$ 82.19	
Hart Township	Summer 2026 Taxes 007-015-400-05	\$ 288.44				\$ 288.44	
Huntington National Bank	July 2026 CC Statement	\$ 7,202.38	\$ 3,154.91	\$ 820.09	\$ 2,348.94	\$ 878.44	
Just Us Media LLC	Ribbon Cutting Media Coverages	\$ 300.00		\$ 150.00		\$ 150.00	
Keystone Cooperative	Fuel	\$ 3,405.91				\$ 3,405.91	
KS State Bank	Frontloader Payment	\$ 7,124.13		\$ 7,124.13			
Lawson-Fisher Associates	2026 DAM Licensing Requirements	\$ 1,152.36			\$ 1,152.36		
Lawson-Fisher Associates	2026 DAM WQ Monitoring	\$ 8,342.68			\$ 8,342.68		
Lawson-Fisher Associates	2026 DAM PSP Update	\$ 3,300.00			\$ 3,300.00		
MML	2026 MML Convention - Mayor A. Klotz	\$ 670.00	\$ 670.00				
MML	2026 MML Convention - CM N. Kleiner	\$ 670.00	\$ 670.00				
Model First Aid	First Aid Supplies	\$ 43.30			\$ 43.30		
MPPA	Purchased Power - 8/11	\$ 103,924.14			\$ 103,924.14		
MPPA	Purchased Power Billing Summary Aug 2026	\$ 94,682.58			\$ 94,682.58		
MPPA	Purchased Power - 8/18	\$ 20,458.67			\$ 20,458.67		
MWEA	Membership Dues	\$ 115.00				\$ 115.00	
Oceana County Treasurer	PRE Due to Assessor 020-728-010-00	\$ 12.43	\$ 12.43				
Power Line Supply	Parts/Supplies	\$ 537.00			\$ 537.00		
Power Line Supply	Parts/Supplies	\$ 31.64			\$ 31.64		
Power Line Supply	Parts/Supplies	\$ 20,863.80			\$ 20,863.80		
Power Line Supply	Parts/Supplies	\$ 528.00			\$ 528.00		
Power Line Supply	Parts/Supplies	\$ 3,990.00			\$ 3,990.00		
Power Line Supply	Parts/Supplies	\$ 376.71			\$ 376.71		
Prein & Newhof	2221070 Dryden & Wood St Reconstruction	\$ 2,573.75		\$ 2,573.75			
Prein & Newhof	2250992 State St Reconstruction	\$ 11,864.00		\$ 11,864.00			
Quill	Office/Building Supplies	\$ 423.82				\$ 423.82	
Schiller, Mike	Mileage/Meal Reimbursement - MPPA Meeting	\$ 658.95			\$ 658.95		
Skipski, Kevin	Reimbursement for Recertification	\$ 113.35	\$ 113.35				
Spring Brook	Parts/Supplies - Historic District	\$ 99.93	\$ 99.93				
Steve's Auto & Truck	Repairs/Maintenance - PD	\$ 2,157.00	\$ 2,157.00				
UIS Scada	Repairs/Maintenance	\$ 460.00			\$ 460.00		
Verizon	Dept. Phones	\$ 354.24		\$ 117.10	\$ 159.84	\$ 77.30	
Verizon	Office Phones	\$ 423.00	\$ 284.97	\$ 29.45	\$ 79.13	\$ 29.45	
Wadel Stabilization	Downtown Streetscape Application 4	\$ 472,159.35		\$ 472,159.35			
Wells Fargo Vendor - RICOH	Copier Lease Payment	\$ 143.20	\$ 143.20				
Wilbur-Ellis	Chemicals	\$ 323.50				\$ 323.50	
	Sub-total	\$ 778,236.16	\$ 10,382.01	\$ 495,014.87	\$ 266,348.75	\$ 6,220.79	\$ 269.74
<u>HAND CHECKS/ACH/EFT</u>							
<i>Sub-Total Regular Bills/Hand Checks</i>		\$ 778,236.16	\$ 10,382.01	\$ 495,014.87	\$ 266,348.75	\$ 6,220.79	\$ 269.74
Gross Payroll	PR 269	\$ 78,642.68					

Gross Payroll							
Gross Payroll							
	Sub-Total	\$ 78,642.68					
	GRAND TOTAL	\$ 856,878.84	\$ 10,382.01	\$ 495,014.87	\$ 266,348.75	\$ 6,220.79	\$ 269.74



City of Hart Police Department

407 State Street

Ph. (231)873-2488 Fax (231)873-0100

Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: August 25th, 2026

RECENT EVENTS

From Thursday, July 23rd, 2026, through Wednesday, August 19th, 2026, the Hart Police Department received 128 complaints ranging from Medical Assists, Suspicious Situations, Harassment Complaints, Animal Complaints, Alarms, Domestic Assaults, Family Troubles, Traffic Hazards, Assist to Other Agencies, Trespassing Complaints, Property Damage Crashes, Peacekeeping, and Noise Complaints.

On Thursday, July 23rd, 2026, the Hart Police Department began an investigation into a Criminal Sexual Conduct complaint. A 40-year-old Hart woman reported that her grandson, a juvenile boy, disclosed that he was sexually touched by a 40-year-old Hart man. An investigation is ongoing.

On Sunday, July 26th, 2026, the Hart Police Department was dispatched to the 4000 block of Polk Road regarding a Personal Injury Crash. A 22-year-old Hart man failed to yield the right of way to a 49-year-old Mears woman who was traveling eastbound on Polk Road. The man was run in LEIN (Law Enforcement Information Network) and did not have a Michigan Driver's License, nor was he able to display a valid license to the investigating officer. The man was cited for Operating a Motor Vehicle without a License and Failure to Yield.

On Monday, July 27th, 2026, the Hart Police Department was dispatched to the 10 block of West Main Street, referencing a Medical Assist/Drug Overdose. A 60-year-old Hart man was reported to not be breathing, with two (2) NARCAN's being administered to the man. The officer arrived on scene and noted the man to be breathing. The man was later transported to the hospital for further evaluation by LIFE EMS. An investigation is ongoing.

On Friday, July 31st, 2026, the Hart Police Department was dispatched to the area of Polk Road near 72nd Avenue regarding a Property Damage Crash. A 49-year-old Shelby woman failed to yield the right of way to a 36-year-old Hart woman who was traveling westbound on Polk Road. The Shelby woman was cited for Failure to Yield.

On Monday, August 3rd, 2026, the Hart Police Department was dispatched to the 10 block of State Street, referencing a Breaking & Entering without Owner's Permission investigation. A 62-year-old Hart man reported a 29-year-old Hart man entering his home without permission, demanding the man pay a 63-year-old Hart man money owed. The 62-year-old man asked the 29-year-old man to leave, and the 29-year-old man left while stating, "Take care of it." An investigation is ongoing.

On Tuesday, August 4th, 2026, Chief Salazar, along with many other police departments in Oceana County, attended the National Night Out event at the Shelby Township Park. National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between the community and law enforcement while bringing back a true sense of community. Millions of communities from all fifty states, U.S. territories, and military bases worldwide participated in National Night Out on the first Tuesday of August.

On Friday, August 7th, 2026, the Hart Police Department was dispatched to the 1000 block of State Street, referencing a Personal Injury Crash. It was reported that a 33-year-old Muskegon man had been struck by a vehicle operated by an 80-year-old Hart woman, pinning the man between two (2) vehicles. The man was transported to Trinity Health Mercy Hospital in Muskegon for further evaluation. The woman was cited for failing to yield to a pedestrian.

On Tuesday, August 11th, 2026, the Hart Police Department began an investigation into a 38-year-old Hart man taking what is reported to be inappropriate photographs of a 15-year-old girl. An investigation is ongoing.

Due to circumstances beyond our control, we share the news that the Hart Police Department will no longer be teaching T.E.A.M. (Teaching, Educating, and Mentoring) to our 5th and 4th grade students at Hart Public Schools. It is with profound sadness that we also share that we will no longer be holding our annual golf outing. For over 30 years, this event has been much more than a day on the golf course. It has brought together businesses and members of our community for a day of fun and, most importantly, an opportunity to support our T.E.A.M Program and our students who benefited so much from the many years of instructing life and safety skills. The generosity and support received through this outing have helped make a meaningful difference in our schools and in the lives of the students, families, and staff we serve. We are incredibly grateful to everyone who has sponsored, donated, participated, volunteered, or simply helped spread the word over the years. We would like to thank everyone who has shown interest in this year's golf outing and for your continued support of the Hart Police Department and the T.E.A.M Program. While we are disappointed that we will not be gathering this year, we are proud of what this event has accomplished and deeply thankful for the lasting impact it has had on our T.E.A.M Program. The memories, friendships, and support created through this event will always hold a special place in our hearts.

Respectfully,

J. Salazar,
Chief of Police



AMENDED RESOLUTION 2026-40

***City Council
City of Hart, Michigan
Oceana County***

**AMENDMENT TO AUTHORIZATION FOR THE SAFE ROUTES TO SCHOOL
PROJECT**

WHEREAS, the Hart City Council adopted Resolution 2026-40 on July 28, 2026, authorizing execution of Michigan Department of Transportation ("MDOT") Contract No. 26-5298 for the construction of a Safe Routes to School non-motorized pathway project within the City of Hart under the Transportation Alternatives Program; and

WHEREAS, the project includes construction of a shared-use path and associated pedestrian improvements along portions of Water Street, Johnson Street, Peach Avenue, Apple, Gilmore, Plum Street, and Main Street/Tyler Road, together with related improvements; and

WHEREAS, the project funding figures contained in Resolution 2026-40 require amendment to reflect an estimated construction cost of \$1,196,258, with Federal Transportation Alternatives Program funding not to exceed \$888,861, representing approximately 74.30% of eligible project costs, and an estimated City local share of \$307,397, subject to final project costs; and

WHEREAS, the City remains responsible for executing MDOT Contract No. 26-5298, providing the required local share and other costs for which the City is responsible under the Contract, and assuming responsibility for the future maintenance and operation of the completed improvements.

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

- 1. Resolution 2026-40 is hereby amended to reflect an estimated project construction cost of \$1,196,258, Federal Transportation Alternatives Program funding not to exceed \$888,861, and an estimated City local share of \$307,397, subject to final project costs.*
- 2. The City Council reaffirms its approval of MDOT Contract No. 26-5298 for the Safe Routes to School (Transportation Alternatives Program) Project.*
- 3. The City of Hart agrees to provide the required local share of eligible project costs, together with any other project costs that are the responsibility of the City under the terms of the Contract.*
- 4. The City acknowledges and accepts responsibility for the future operation and maintenance of the completed project improvements as required by the Contract.*

5. *The Mayor and City Clerk are authorized and directed to execute MDOT Contract No. 26-5298 and any other documents necessary to carry out the intent of this resolution.*
6. *Except as expressly amended herein, all other provisions of Resolution 2026-40 remain in full force and effect.*
7. *The City Clerk is authorized to certify this Amended Resolution and transmit a certified copy to the Michigan Department of Transportation as required.*

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 2026-42

***City Council
City of Hart, Michigan
Oceana County***

**APPROVAL OF PROPERTY ASSESSMENT ADMINISTRATION AGREEMENT WITH
OCEANA COUNTY**

WHEREAS, the City of Hart is required to provide for the administration of property assessments and designate a qualified Assessor of Record in accordance with Michigan law; and

WHEREAS, the City has previously contracted with Oceana County for property assessment administration services and designation of the Assessor of Record; and

WHEREAS, Oceana County has presented an Agreement Renewal to provide property assessment administration services to the City for the period of September 1, 2026 through August 30, 2029; and

WHEREAS, under the proposed Agreement, the Oceana County Equalization Department will provide assessing services and Edward VanderVries, Oceana County Equalization Director, will serve as the City of Hart's Assessor of Record; and

WHEREAS, the annual cost of the Agreement is \$44,000, payable in equal quarterly installments of \$11,000;

NOW, THEREFORE, BE IT RESOLVED, that the Hart City Council hereby approves the Agreement Renewal between the City of Hart and the Oceana County Board of Commissioners for property assessment administration services for the term September 1, 2026 through August 30, 2029.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk/Treasurer are authorized to execute the Agreement on behalf of the City of Hart.

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

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

THIS AGREEMENT, entered into as of the **1st** day of **September 2026** between the City of Hart a municipal corporation, by its City Council, hereinafter referred to as "The Municipality", and the County of Oceana, by its Board of Commissioners, and the County Equalization Director, hereinafter referred to as the "County", is as follows:

PURPOSE

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

TERM AND TERMINATION

The agreement shall commence September 1, 2026, and terminate August 30, 2029, provided that either party may terminate the Agreement on July 1 of each year upon thirty (30) days prior written notice. The notice shall be sent by certified mail to the Oceana County Administrator if terminated by The Municipality. The notice shall be sent by certified mail to the City Manager if terminated by the County.

- I. The County agrees to perform the following services and provide the materials set forth herein:
 - A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of The Municipality, and to process all assessable personal property that is in such Municipality, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of The Municipality's Board of Review and the process of state equalization as determined by the State Tax Commission.
 - B. **Qualified Staff** - All County employees and/or subcontractors engaged in the performance of this Agreement shall be professional in manner and appearance and be trained in property appraisal techniques. The assessor shall be certified by the State Tax Commission, as required for The

Municipality's size and State Equalized Value. The current Equalization Director and department staff are provided by a contract between Oceana County and V&V Assessing LLC and its' CEO Edward VanderVries who is designated as the Oceana County Equalization Director and shall be the Assessor of Record for the City of Hart during the duration of this agreement.

- C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.
- D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point "M" of this agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of The Municipality when delivered.
- G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County Staff will be assigned by the Equalization Director to report at the designated Municipal Building to conduct their duties, interact with Municipal Staff, attend meetings, and promote community relations. The Municipality will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodation shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with County information protocols and standards.

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

- H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, as well as distribute personal property statements and other official forms. The Municipality will be responsible for the postage and mailing.
- I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for The Municipality in a timely manner.
- J. **Board of Review** - County Staff will advise and assist The Municipality's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The County Equalization Director, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by The Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be \$250.00 per hour for preparation, appearance, and travel after termination of the agreement.
- L. **Computerized Appraisals and Information Technology** - The County will provide staff, equipment, and software to maintain electronic property records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County. All property information shall adhere to the requirements of the County Wide

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

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

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

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

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

A. **Annual Fees** – Year 1 – 3 - 9/2026 – 8/2029 of this agreement, the annual fee shall be \$44,000.

B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing September 1 of each year of this agreement. The Quarterly bill will be \$11,000.

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

ACKNOWLEDGEMENTS

City of Hart:

By: _____

Amanda Klotz

Its: Mayor

By: _____

Karla Swihart

Its: Clerk/Treasurer

Approved as to Form:

_____, City Attorney

County of Oceana:

By: _____

Robert Walker

Its: Chairman Board of Commissioners

By: _____

Melanie Coon

Its: Clerk

LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is made by and between the CITY OF HART, a Michigan municipal corporation, of 407 State Street, Hart, Michigan 49420 (“**Landlord**” or the “**City**”) and THE STARTING BLOCK, a Michigan nonprofit corporation, of 1535 Industrial Park Drive, Hart, Michigan 49420 (“**Tenant**”) effective _____, 2026 (the “**Effective Date**”), and constitutes a Lease between the parties for the Premises (as defined below), on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth. Landlord and Tenant may be referred to in this Lease each as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the City owns certain real property located within the City as further described in Section 1.1 of this Lease (the “**Premises**”); and

WHEREAS, Tenant is a kitchen incubator incorporated as a Michigan nonprofit corporation whose mission is to develop entrepreneurial businesses that add value to the agricultural products available in the State of Michigan; and

WHEREAS, Tenant desires to lease the Premises for the purpose of conducting its charitable, educational, civic, or community service activities; and

WHEREAS, the City has determined that leasing the premises to Tenant serves a public purpose and benefits the residents of the City; and

WHEREAS, the City Council of the City of Hart has authorized the execution of this Lease by Resolution dated _____.

THEREFORE, in consideration of the mutual premises contained herein, the Parties agree as follows:

1. **Basic Lease Provisions.** The following are certain summary lease provisions, which are part of, and in certain instances referred to and further defined later in this Lease:

1.1 **Premises:** The entire premises located at 1535 Industrial Park Drive, Hart, Michigan 49420, as further shown in **Exhibit A**. Tenant shall have use of the parking lot located on the Premises during the Term of this Lease, however, the Landlord shall also have access to the parking lot.

1.2 **Commencement Date:** _____, 2026.

1.3 **Term:** The Term shall run from the Commencement Date for one (1) year. Tenant shall have the option to renew this Lease for additional one (1) year terms only upon written approval by the City and pursuant to the terms and conditions set forth in this Lease.

1.4 **Base Rent:** \$1.00 per Lease Year, payable upon the Commencement Date.

1.5 **Taxes and Insurance:** The Premises are owned by the City and exempt from property taxes pursuant to Section 7 of Act 206 of the Public Acts of Michigan of 1893, the General Property Tax Act, as amended. Landlord may also maintain insurance on the Premises.

1.6 **Maintenance:** Tenant shall be responsible for and shall perform any and all maintenance, repair and replacement of the Premises as provided for in this Lease.

1.7 **Tenant's Use:** Tenant shall use the Premises to operate and maintain a State of Michigan and United States Department of Agriculture licensed commercial kitchen, business start-up counseling, and office space and business tools to its clients. The Premises shall only be used in the furtherance of the Tenant's tax exempt purpose.

1.8 **Security Deposit:** None.

1.9 **Address for Notices to Tenant:**

The Starting Block
Attn: _____
1535 Industrial Park Drive
Hart, Michigan 49420

1.10 **Address for Notices and Payment to Landlord:**

City of Hart
Attn: City Manager
407 State Street
Hart, MI 49420

2. **Rules of Construction; Definitions.** In this Lease, unless the context clearly requires otherwise, the Parties agree:

2.1 This Lease was negotiated by the Parties with the benefit of legal representation, and therefore, any rule of construction or interpretation requiring ambiguous provision in this Lease to be construed or interpreted against the drafting Party shall not apply to any construction or interpretation of this Lease.

2.2 All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth below:

(a) **"Applicable Law"** shall mean all applicable laws, statutes, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, interpretations, licenses, and permits of any Governmental Body, including environmental laws, as amended.

(b) **"Business Day"** shall mean any day other than a Saturday, Sunday, or other national legal holiday.

(c) **"Force Majeure"** shall mean un-anticipated weather conditions, failure of power, riots, insurrection, casualties, pandemic, war, natural disaster, acts of God,

strikes, shortages of labor or materials, or other similar events beyond the control of the Party whose performance is delayed or prevented (other than as a result of such Party's negligence or intentional misconduct).

(d) **"Governmental Body"** shall mean and include any applicable federal, state, municipal or other governmental department, commission, board, bureau, court, legislature, agency, instrumentality or authority, domestic, foreign, transnational or international.

(e) **"Lease Year"** shall mean each successive 12-month period beginning on the Commencement Date, but if the Commencement Date is not the first day of the month, then beginning on the first day of the month immediately following the Commencement Date.

(f) **"Person"** shall mean any individual, partnership, corporation, limited liability company, limited liability partnership, trust, unincorporated association or joint venture, a government or any instrumentality, department or agency thereof, or any other entity.

(g) **"Scheduled Return Date"** shall mean the scheduled expiration or termination of the initial term or renewal term of this Lease, as the case may be, for the Premises, but shall also include the date of any valid early termination of this Lease.

3. **Lease of Premises.** Landlord is the owner of the Premises. Subject to the terms, covenants, agreements and conditions herein set forth, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord. Nothing in this Lease creates a partnership, joint venture, agency relationship, or legal relationship between the Parties other than Landlord and Tenant. entire

4. **Term.** As provided in Section 1.3, subject to any renewal options elected, the term shall commence on the Commencement Date and shall end on the expiration of one (1) Lease Years (the **"Term"**). Tenant shall have the option to extend the Term by one (1) year (the **"Option"**). To exercise the Option, Tenant must, prior to the date which is 90 days prior to the end of the then-effective Term, notify Landlord in writing that Tenant shall exercise the Option. To be eligible to exercise the Option, Tenant must be in compliance with the Reporting Requirements described in Section 32 of this Lease, Notwithstanding the forgoing, Tenant shall only be eligible to elect to exercise an Option if Tenant is not in default of this Lease as defined in Section 19 below.

5. **Rent.**

5.1 Commencing on Commencement Date, Tenant shall pay to Landlord the Base Rent set forth in Section 1.44. Commencing on the first day of the second Lease Year (if the Option is exercised), Base Rent shall be increased by ____%. Base Rent shall be paid to Landlord on or before the first day of Term year.

5.2 Any sums due from Tenant to Landlord under this Lease in addition to the Base Rent shall be considered additional rent (the **"Additional Rent"**). Base Rent and Additional Rent may collectively be referred to in this Lease as the **"Rent."** All Rent shall be paid to Landlord

without notice or demand and without deduction or offset, in lawful money of the United States of America.

6. **Possession.** Tenant acknowledges and agrees that it is familiar with the Premises, has inspected the Premises, including having had the opportunity to review the environmental condition of the Premises and the property on which it is located, and that the Premises are in good order and satisfactory condition and suitable for Tenant's uses as permitted in this Lease. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the land, the building or any other improvement, or any other portion or component of the Premises, expenses of operation, or any other matter or thing affecting or related to the Premises. Tenant shall be deemed to have inspected the Premises, shall be deemed to be thoroughly acquainted with its condition, and shall take the Premises in its "AS IS," "WHERE IS" condition and with all faults.

7. **Use.** The Premises shall be used only for the purposes of Tenant's Use as set forth in Section 1.77 hereof, and for no other purpose or purposes whatsoever, without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Tenant shall comply with all Applicable Laws relating to its use and occupancy of the Premises. Tenant shall not do or permit to be done in or about the Premises which is prohibited by or will in any way conflict with any Applicable Law, or which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in the Premises and shall notify Landlord of any material adverse condition on the Premises. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liability or cleanup costs arising out of Tenant's use, handling, storage or disposal of any hazardous or toxic materials on the Premises, if any.

8. **Insurance.**

8.1 In addition to any insurance Landlord may secure on the Premises, Tenant shall maintain in effect at all time beginning on the Commencement Date with respect to the Premises, at Tenant's expense, the following insurance:

(a) Insurance on the Premises and on the fixtures and personal property included therein against loss by fire, and other hazards covered by the so-called "all risk" form of policy without a coinsurance clause in an amount equal to the full replacement cost thereof without deduction for fiscal depreciation in an amount equal to 100% of the insurable replacement cost of the buildings and other improvements on the Premises as determined from time to time by qualified insurance appraisers appointed by Landlord (such appraisals to be at Landlord's sole cost and expense; if Landlord does not provide such an appraisal before the Commencement Date, the initial insurable replacement cost for this purpose is \$1,000,000.00).

(b) Commercial general liability insurance protecting against claims arising from any accident or occurrence in or upon the Premises in the form and amount reasonably

acceptable to and determined by Landlord from time to time, initially in an amount of \$1,000,000.00 on an occurrence basis and \$2,000,000 aggregate.

(c) Builder's risk insurance while any building or improvement is in the course of being constructed, renovated or rebuilt on the Premises by Tenant.

(d) Workers compensation insurance as is required by applicable law.

(e) Such other insurance policies and coverages as Landlord may reasonably require from time to time and which shall be customary in the local market.

8.2 Any policies of property or liability insurance carried in accordance with this Section 8 and any policies taken out in substitution or replacement for any such policies shall include the Landlord (the "**Additional Insured**"), as a respective interest shall appear as additional insured. All such policies shall provide that the insurer shall waive any rights of subrogation against the Additional Insured. Each property or liability policy shall be primary without right of contribution from any other insurance which is carried by the Additional Insured to the extent that such other insurance provides contingent and/or excessive insurance with respect to their respective interests as such in the Premises, shall expressly provide that all of the provisions thereof (except the limitations of liability) shall operate in the same manner as if there were a separate policy covering each insured, and shall provide that the insurers shall waive any right of setoff, counterclaim or other deduction against the Additional Insured.

8.3 Tenant shall deliver to Landlord on the Commencement Date, and annually upon the renewal of any insurance policy maintained pursuant to this Section 8, certificates of insurance evidencing coverage in accordance with the provisions described in this Section 8.

9. **Maintenance, Repairs and Replacements.** Tenant shall, at its own cost and expense, make all necessary maintenance, repairs, and replacements on and to the Premises and the improvements therein, to keep the same in a state of good condition and repairs, in generally good operating condition, and in compliance with all Applicable Laws, including but not limited to janitorial services, interior maintenance, HVAC, plumbing, routine maintenance, and all capital repairs and replacements including structural, roofing, mechanical, and exterior building components. Tenant shall also, at its own cost and expense, make any alterations and improvements required by any Governmental Body for Tenant's operations and use. Such maintenance, repairs, replacements and alterations shall be made promptly, as when necessary, regardless of circumstances under which the necessity or desirability for such maintenance, repairs or replacements may occur, and shall be in quality and class at least equal to the original work. In addition, Tenant shall keep the Premises in an orderly, neat and clean condition, including proper grounds care. It is intended that Tenant assumes full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises. The City shall have no responsibility for maintenance, repairs, or replacements, including capital improvements. If Tenant fails to promptly correct an emergency condition affecting the health, safety, or preservation of the Premises, the City may perform the work and recover all associated costs from Tenant.

10. **Utilities and Services.** Tenant shall contract for and directly pay all water, gas, heat, light, power, telephone, internet, communication, sewer charges, and other utilities and services used on, for or from the Premises. Snow removal and lawn mowing shall be provided by the City at the City's cost. Tenant shall pay for all such utilities and services when due, and shall not permit any liens for any such utilities or services to attach to the Premises.

11. **Alterations and Repairs.** Tenant shall not make any alterations, additions or improvements to or of the Premises or attach any fixtures or equipment thereto (collectively, "Alterations and Repairs"), without first obtaining Landlord's written consent. All Alterations and Repairs shall be performed by qualified contractors and according to all Applicable Law, including local ordinances and building permit requirements. All Alterations and Repairs shall become the property of Landlord upon their installation and/or completion and shall remain on the Premises upon the expiration or termination of this Lease without compensation to Tenant unless Landlord advises Tenant, at the time Landlord approves such Alterations and Repairs, to have Tenant remove the same, in which event Tenant shall promptly restore the Premises to their condition prior to the Alterations and Repairs, or as otherwise specified by the City in writing. Tenant agrees to defend, indemnify and hold harmless Landlord from any claim brought against Landlord or harm incurred by Landlord, including reasonable attorney's fees, based on or arising out of Alterations or Repairs completed by Tenant.

12. **Liens.** Any lien filed against the Premises for work claimed to have been done or materials claimed to have been furnished to Tenant shall be discharged by Tenant within 15 days thereafter unless Tenant provides a bond for such lien at 200% of the claimed amount; and provided further that Tenant shall be diligent in removing any such lien or liens. Should any action, suit, or proceeding be brought upon any such lien for the enforcement or foreclosure of the same, Tenant shall defend Landlord therein, by counsel satisfactory to Landlord, and pay any damages and satisfy and discharge any judgment entered therein against Landlord.

13. **Destruction or Damage.** Except as otherwise provided in this Lease, in the event the Premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with the proceeds of such insurance by Tenant. Tenant shall continue to pay Base Rent and Additional Rent while the repairs are being completed. In the event that such repairs cannot, in the reasonable opinion of the Parties, be substantially completed within ninety (90) days after the occurrence of such damage, or if more than sixty percent (60%) of the Premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the Premises are unsafe or unfit for occupancy, then Landlord or Tenant shall have the right to terminate this Lease by written notice given within ninety (90) days from the date of the casualty. Nothing in this Section 13 shall limit or bar a direct or subrogation claim by Landlord or any insurer against Tenant if such fire or other casualty is caused by Tenant in a manner that creates liability under Applicable Law. The Landlord shall not be liable for Tenant's business interruption, lost profits, or other consequential damage.

14. **Eminent Domain.** If all or any material part of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking or the date the taking results in Tenant's business being materially impacted or forced to close, and, in the case of partial taking of a material portion of the Premises, either Landlord or Tenant shall have the right to terminate this Lease by notice to the other within

30 days after such date. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid by a third party in connection with the taking, except that Tenant shall be entitled to any award that is specifically awarded as compensation for (a) the taking of Tenant's personal property, including any personal property installed at Tenant's expenses, and (b) the cost of Tenant moving to a new location. In the event of a partial taking which includes a portion of the building on the Premises but which does not result in a termination of this Lease, the Base Rent thereafter to be paid shall be reduced proportionately on a per square foot basis with Additional Rent continuing to be paid in full.

15. Waiver of Landlord Liability; Indemnification by Tenant. Tenant hereby waives and releases any and all claims against Landlord and its members, elected and non-elected officials, employees, volunteers, and agents, which Tenant or its members, invitees, or agents may have for any damage to any property or any injury or death of any person in, upon or about the Premises arising at any time and from any cause other than by reason of the gross negligence or intentionally wrongful acts of Landlord or its agents. Tenant shall indemnify, defend and hold Landlord its members, elected and non-elected officials, employees, volunteers, and agents, harmless from any damage to any property or injury to or death of any person arising from the use of the Premises by Tenant or its subtenants, invitees, employees, contractor and/or agents, except such as is caused by the gross negligence or intentionally wrongful acts of Landlord. The foregoing indemnity obligation shall include attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by Landlord from the first notice that any claim or demand is to be made or may be made. The provisions of this Section 15 shall survive any termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

16. Non-Waiver of Governmental Immunity. The Parties acknowledge and agree that Landlord is a Michigan municipal corporation. Nothing in this Lease shall be construed as a waiver, limitation, relinquishment, or impairment of any governmental immunity, governmental function immunity, statutory immunity, defense, limitation of liability, notice requirement, or other protection available to the City, its elected and appointed officials, officers, employees, agents, boards, commissions, or volunteers under the laws and Constitution of the State of Michigan, including, without limitation, governmental immunity as provided under Act 170 of the Public Acts of Michigan of 1964, as amended, the Government Liability for Negligence Act. The City expressly reserves all rights, claims, defenses, and immunities available under applicable law. No provision of this Lease, including any indemnification, insurance, maintenance, repair, or other contractual obligation, shall be interpreted as expanding the City's liability beyond that otherwise provided by law or as consenting to any suit, claim, or cause of action for which immunity would otherwise apply.

17. Assignment and Subletting by Tenant. Tenant shall have the right to sublease all or a part of the Premises in the furtherance of the Tenant's Use as described in Section 1.7, at any time with Landlord's consent, which consent shall not be unreasonably withheld. This Lease shall not be assigned without the prior written consent of the Landlord. In the event Tenant chooses to sublease or assign its interest in this Lease as described above, Tenant shall remain liable for guaranteeing rent payments and the other liabilities of the new tenant under this Lease unless agreed otherwise, in a signed writing, by Tenant and Landlord.

18. **Entry by Landlord.** Landlord and its designees may enter the Premises upon reasonable advance notice to Tenant at reasonable hours (or at any time and without notice in the case of any emergency) in accordance with all Applicable Law, and shall have the right to show the Premises to prospective purchasers, however, that all access by Landlord shall be done in a manner to minimize disruption to Tenant's use of the Premises. **Defaults of Tenant and Landlord Remedies; Termination**

19.1 Either Party may terminate this lease without cause upon ninety (90) days' written notice.

19.2 The following shall constitute a default by Tenant under this Lease:

(a) Any failure by Tenant to pay any Rent required herein when due which is not cured within 10 days of written notice from Landlord regarding the nonpayment;

(b) Any material failure by Tenant to perform or abide by any of the material terms, conditions or covenants of this Lease, other than the payment of Rent, which is not cured within ten (10) days after the receipt of notice of the nonperformance, or if the nonperformance is of such a character as to require more than ten (10) days to cure, then if Tenant shall fail, within said ten (10) day period, to commence and thereafter proceed diligently to cure such nonperformance;

(c) Tenant shall fail to maintain the insurance required by this Lease;

(d) Tenant shall make a general assignment for the benefit of creditors; or shall admit in writing an inability to pay debts as they become due; or shall file (or have filed against it without dismissal in 60 days) a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or seeking appointment of receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or be adjudicated insolvent or bankrupt; or a receiver, trustee, custodian or other similar official shall be appointed for it or for all or any substantial part of its property; or have a substantial part of its property attached, executed upon or otherwise impressed with a lien in favor of one or more creditors which is not vacated or discharged within 10 days; and/or

(e) Tenant ceases to be a nonprofit corporation in good standing with the State of Michigan; loses its federal tax-exempt status, as applicable, dissolves or ceases active operations, or ceases to operate the Premises consistent with the Use described in this Lease; and/or

(f) The occurrence of any material event under (a) – (e) above more than two times within any 12-month period regardless of Tenant's cure of the earlier defaults and for such purpose no opportunity to cure otherwise provided by this Lease shall apply (giving Landlord upon such chronic default the immediate right to exercise its remedies without any Tenant right to cure).

19.3 In the event of a Tenant default under this Lease, then in addition to all rights and remedies available to Landlord at law or in equity or otherwise provided in this Lease, Landlord shall have the following remedies:

(a) Terminate this Lease and Tenant's right to possession of the Premises immediately by giving Tenant written notice that this Lease is terminated, in which case Landlord shall have the right to recover from Tenant the sum of:

(i) The unpaid Rent which had been earned at the time of termination;

(ii) The present value of the unpaid Rent for the balance of the Term then in effect; and

(iii) Any other material amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result from this failure (including attorney fees and broker fees); or

(b) Have this Lease continue in effect and terminate Tenant's right to possession of the Premises, make alterations and repairs as may be reasonably necessary in order to re-let the Premises; and re-let the Premises or any part of it for the Term (which may be for a term extending beyond the Term) and at a rental and upon other terms and conditions as Landlord in Landlord's discretion may deem advisable; provided that on each reletting all rent and other sums received by Landlord from reletting shall be applied, first, to the payment of any indebtedness other than Rent due under this Lease from Tenant to Landlord; second, to the payment of any costs and expenses of the reletting, including brokerage and attorney fees and costs of alterations and repairs; third, to the payment of Rent due and unpaid under this Lease; and the residue, if any, shall be held by Landlord and applied in payment of future Rent payable by Tenant under this Lease as the same may become due and payable under this Lease. If the rent and other sums received from reletting during any month are less than the Rent to be paid during that month by Tenant, Tenant shall pay the deficiency to Landlord; if rent and other sums shall be more, Tenant shall be credited against any other monetary obligations to Landlord for the excess. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of that intention is given to Tenant. Notwithstanding any reletting without termination, Landlord may at any time afterwards elect to terminate this Lease for the previous breach.

(c) Landlord may cure the default by Tenant and charge Tenant all actual, reasonable sums expended in so doing (including reasonable attorney fees), and Tenant shall reimburse Landlord for all such expenses within 20 days of receipt of a reasonably detailed statement of the expenses incurred by Landlord.

(d) If Landlord uses the services of an attorney in connection with any breach or default in the performance of any of the provisions of this Lease, regardless of whether such action is against Tenant or a Guarantor, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, Tenant shall reimburse Landlord upon demand for all such reasonable attorneys' fees and actual and reasonable legal expenses so incurred by Landlord.

19.4 Neither this Lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankruptcy pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trust of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any such event, Landlord may at its option terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

20. Subordination.

20.1 This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgage or mortgages which may now or hereafter affect the Premises. At the request of Landlord, Tenant shall execute and deliver such instruments as may be reasonably required to implement the provisions of this Section 20.1 and to comply with reasonable requirements of Landlord's mortgagee. Tenant hereby irrevocably, during the term of this Lease, constitutes and appoints Landlord as Tenant's agent and attorney in fact to execute any such instruments if Tenant shall fail or refuse to execute the same within 10 days after notice from Landlord.

20.2 If a mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the mortgage, Tenant covenants and agrees to attorn to mortgagee or such person as its new landlord, and this Lease shall continue in full force and effect as a direct lease between Tenant and mortgagee or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease, provided that the mortgagee has entered into a non-disturbance agreement with Tenant. Tenant agrees to execute all tenant estoppel certificates and attornment agreements as mortgagee shall reasonably require.

21. **Sale and Nonliability of Landlord.** Nothing in this Lease shall limit Landlord's right to sell the property on which the Premises is located and assign this Lease to the new owner of the property. In the event the Landlord hereunder or any successor owner of the Premises shall sell or convey the Premises, all liabilities and obligations on the part of the selling Landlord under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant shall attorn such new owner. In the event the Landlord elects to sell the Premises, the Landlord may terminate this Lease upon ninety (90) days' written notice.

22. **Estoppel Certificate.** At any time, upon 10 days written request by Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which Rent hereunder has been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the Premises.

23. Return of Premises; Holdover.

23.1 Pursuant to the provisions of this Section 23, on the Scheduled Return Date, or upon the earlier termination of this Lease, Tenant shall return exclusive possession of the Premises to Landlord. By the Scheduled Return Date, Tenant shall have removed all of its personal property and trade fixtures, and shall have repaired, at its sole cost and expense, any damage caused to the Premises by their removal. At the time of return of the Premises to Landlord, the Premises shall be in good condition and repair, normal wear and tear excepted. The Premises, upon return pursuant hereto, shall be free and clear of liens or encumbrances arising from the acts or omissions of Tenant. By the Scheduled Return Date, Tenant shall have removed all signs or other identifying marks or logos of Tenant from the Premises, and shall have repaired any damage caused to the Premises by their removal. Any personal property remaining at the Premises more than thirty (30) days after termination may be deemed abandoned and disposed of by the Landlord.

23.2 If for any reason Tenant shall fail to return exclusive possession of the Premises to Landlord on the Scheduled Return Date, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance. Any holdover tenancy shall be a tenancy from month-to-month. Any holdover occupancy by Tenant shall be subject to all of the terms, covenants and conditions of this Lease insofar as the same are applicable to such tenancy, except that Tenant shall pay Landlord holdover rent for the Premises on a per diem basis for each day after the Scheduled Return Date for the Premises until possession of the Premises is delivered to Landlord. Such per diem holdover rent shall be in an amount equal to 125% of the Base Rent for the Term then-ending. Such holdover rent shall be in addition to any and all liabilities that Landlord may have as a result of such failure to return the Premises, and nothing in this Section shall grant any right to Tenant to retain possession of the Premises beyond the Scheduled Return Date or interfere with Landlord's right of reentry.

24. Abandonment. If Tenant shall abandon or surrender the Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, or, at the option of Landlord, may be removed and disposed of by Landlord at Tenant's expense, subject to Applicable Law.

25. Waiver.

25.1 The waiver by Landlord or Tenant of any agreement, condition or provision of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the Parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by the other Party of the terms hereof in strict accordance with said terms. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental.

25.2 LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY LANDLORD OR

TENANT AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD TO TENANT, THE USE OR OCCUPANCY OF THE PREMISES BY TENANT OR ANY PERSON CLAIMING THROUGH OR UNDER TENANT, ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY OR OTHER STATUTORY REMEDY; PROVIDED, HOWEVER, THE FOREGOING WAIVER SHALL NOT APPLY TO ANY ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE.

26. **Notices.** Any notice required under this Lease shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) e-mail or facsimile transmission (provided that the receipt of such e-mail or facsimile transmission is confirmed), sent to the intended addressee at the address set forth above, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this section, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this section, or, in the case of e-mail or facsimile transmission, upon receipt.

27. **Complete Agreement.** There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, letters of intent, term sheets and understandings, if any, between Landlord and Tenant. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect to any representations is solely upon such representations.

28. **Entity Authority.** If Tenant signs as an entity, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a fully authorized and existing entity, that Tenant has and is qualified to do business in Michigan, that the entity has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of the corporation are authorized to do so.

29. **Inability to Perform.** If, by reason of the occurrence of a Force Majeure Event, Landlord or Tenant, as applicable, is unable to fulfill or is delayed in fulfilling any of its obligations under this Lease, no such inability or delay shall constitute a default by Landlord or Tenant under this Lease for so long as the Force Majeure Event reasonably prevents the fulfillment of such obligation; provided, however, no Force Majeure Event shall excuse or permit the late or reduced payment of Rent.

30. **Covenant of Quiet Enjoyment.** Upon Tenant paying the Rent due hereunder and performing all of Tenant's obligations under this Lease, Landlord warrants, represents and covenants that Tenant shall peacefully and quietly enjoy the Premises during the term of this Lease; subject, however, to the provisions of this Lease. Notwithstanding the foregoing, Landlord shall not be responsible or liable for any disturbance of Tenant enjoyment of the Premises brought by any Governmental Body relating to Tenant's use of the Premises.

31. **Signage.** Subject to Applicable Law and any and all applicable approvals and permits required, Tenant shall, at Tenant's expense, have the right to install signs on the Premises. The design, size, and location of each sign shall be in compliance with applicable ordinances, regulations, and approved by Landlord in advance.

32. **Reporting Requirements.** During the Term of this Lease and within one hundred twenty (120) days after the close of Tenant's fiscal year, Tenant shall provide to Landlord certain documents described in **Exhibit B.**

33. **Miscellaneous.** If any provisions of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be governed by and construed pursuant to the laws of the State of Michigan. Time is of the essence with respect to the performance of every provision of this Lease.

End of Lease

[Signatures on Following Page]

The Parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:
CITY OF HART
a Michigan municipal corporation

By: _____
Amanda Klotz
Its: Mayor

By: _____
Karla Swihart
Its: Clerk/Treasurer

Tenant:
THE STARTING BLOCK
a Michigan nonprofit corporation

By: _____

Its:

EXHIBIT A

Description of the Premises

Premises situated in the City of Hart, Oceana County, Michigan and described as:

Lot 17, City of Hart Industrial Park Plat, part of the Northwest 1/4 and part of the West 1/2 of the West 1/2 of the West 1/2 of Northeast 1/4 of Section 20, T15N, R17W, City of Hart, Oceana County, State of Michigan, according to the recorded plat thereof, commonly known as 1535 Industrial Park Drive, Hart, Michigan.

EXHIBIT B

Reporting Requirements

During the Term of this Lease and within one hundred twenty (120) days after the close of Tenant's fiscal year, Tenant shall provide to the City the following documents, prepared in connection with the fiscal year then ended:

- IRS Form 990
- Annual financial statements
- Proof of continued nonprofit status
- Current list of office tenants
- Certificates of insurance