

City of Hart, Michigan
CITY COUNCIL AGENDA
September 8, 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.*
 - a. **Troy Maloney, Oceana County Emergency Manager** – *West Michigan Fire Authority*
6. **Consent Agenda:**
 - a. Approval of Minutes from August 25, 2026
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports
7. **Action Items**
 - a. Resolution 2026-43 *Approve Participation and Articles of Incorporation for the West Mich Fire Authority*
 - b. Special Event Permit Request – *Artwalk Oct. 3rd, requesting use of Commons, Parking Lots 1 & 2, cones, no road closures 11am – 2pm*
 - c. Special Event Permit Request – *Washington Street Block Party Oct. 2nd 4-7pm, road closure of E Washington between Hart/Union St for a potluck, kids games, live music,*
8. **Discussion Items**
 - a. Starting Block Lease Agreement Update
 - b. Seeking Bids for Hart Energy Roof Replacement ~ \$40k
 - c. RFP's Open for Plum Street Realignment Project (due 10/1/26)
 - d. RFP's Open for New 5-yr Parks & Rec Plan (due 9/25/26)
 - e. Job Posting for Shared Service "Utility Technician" Posted Internally – will open to the public on 9/23/26
 - f. Hart Historic District Update
9. **City Manager Report**
10. **Communications from the Mayor and Council** (Including board and committee updates)
11. **Adjournment** –



CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
August 25th, 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, Hart Police Chief Juan Salazar, Parks n Rec Superintendent – Chris TerHaar, Jami Cutter, Chistine Juska, Clair Marshall Rolando Salgado, Emily Sigler, and Dick, Laurie Tubbs

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS:

- Laurie Tubbs – wanted to let the City know just how hard Chris TerHaar and Beth Hill work at JGP and the park has never looked better. It is sad to see these positions are being eliminated.

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- None

CONSENT AGENDA:

- Approval of minutes from July 28th, 2026
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - B. Root motioned to approve the Consent Agenda, and was supported by K. Thomson
 - Ayes: 7 Nays: 0 Absent: 0

ORDINANCES:

- None

ACTION ITEMS:

- Resolution 2026-40 **AMENDMENT** 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 \$1,196,258, with Federal Transportation Alternatives Program funding not to exceed \$888,861, representing approximately 74.30% of eligible project costs, leaving an estimated City local share of \$307,397, 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. *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 \$888,661, 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.*

- C. Burillo motioned to approve Amended Resolution 2026-40 and was supported by A. Mullen

· Ayes: 7 Nays: 0 Absent: 0

- Resolution 2026-42 Approval of Property Assessment Administrative 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 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

- J. Cunningham motioned to approve Resolution 2026-42 and was supported by K. Thomson

· Ayes: 7 Nays: 0 Absent: 0

SPECIAL EVENTS PERMIT REQUESTS:

- None

DISCUSSION ITEMS:

- Review of Draft Lease Agreement – The Starting Block
The Council would like a few changes to be made and be presented back to the September Council Meeting.
- Surveillance Cameras – Mullen wanted to address concerns regarding the Flock Cameras.

CITY MANAGER'S REPORT:

- **TACO BELL** – site plans are approved – permits issued, construction has begun

- **IT Support** – Had an onboarding meeting with Corporate Technologies – very pleased with their professionalism and level of support so far
- **Penny Shortage** – Due to the shortage of pennies, a penny rounding policy has been implemented for utility bills being paid in cash.
- **Trey Choice/FOIA Update** – City continues to receive and process FOIA requests submitted by Mr. Trey Choice, who appealed his first FOIA request at the last meeting. To date, the City has received a total of seven FOIA requests from Mr. Choice. Together with legal counsel on the lease renewal for the Starting Block and Trey Choice's FOIA processing, our legal fees are at \$13,000 (only through 07/31/2026). Given the nature of recent requests and communications, the City's insurer (MMRMA) has been notified as a precautionary measure.
- **Parks & Rec RFP's for New 5-yr Plan** – have been issued. Submission due is Sept 25th.
- **Brickley Delong Accounting** – is on site at City Hall this week reviewing our FY25-26 financials in preparation for this year's audit.
- **John Gurney Park** – FY25-26 ended with a near 70k loss, increasing the fund deficit to \$185k. 133k of the budget is wages which we can no longer sustain. As a result, the full-time Parks & Rec Superintendent position has been eliminated. A new position will be posted soon for the 2026-2027 season seeking a full-time "seasonal" Park Manager @ 40k/year (no benefits) working April-October. This will balance and leave additional revenue for part-time help as needed.

Events:

- Thursday's @ 6:30 – Music on the Commons Funky Brewster – 90s hits – classic rock
Great Job Lindsay Brown on executing another successful season amidst the construction.

Community Center Proposal:

- Image below is the proposed renovations to the Community Center as the new location for the City Council meetings. The room is bigger and safer with 4 exits/entrances, more room for public seating, better audio/visual capabilities and the design still provides the flexibility to use the room for meeting space when not used by Council or the Library.

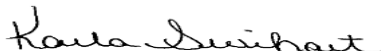
COMMUNICATION FROM MAYOR AND COUNCIL:

- C. Burillo – lets take a moment and remember Jay McGhan long time Hart Township Supervisor.
- 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 8:25pm. The next regularly scheduled meeting, September 8th, 2026, at 7:30 pm.

Respectfully Submitted,



Karla Swihart, City Clerk

Payables Date 09.09.2026	Description	Total	General +	DPW	Energy	BPTF	Water
ACE 1 Port-A-Potties	Portable Restroom - Hydro Disc Golf Course	\$ 100.00			\$ 100.00		
ACE 1 Port-A-Potties	Portable Restroom - Vets Park	\$ 175.00			\$ 175.00		
Anderson, Cassie	Utility Deposit Refund	\$ 43.09			\$ 43.09		
Brickley DeLong	Pre-Audit/Accounting Services	\$ 10,625.00	\$ 2,656.25		\$ 2,656.25	\$ 2,656.25	\$ 2,656.25
Cedar Crest Dairy	Ice Cream - JPG Campstore	\$ 194.93	\$ 194.93				
Charter	Internet	\$ 110.00			\$ 110.00		
Cintas	Bathroom Supplies JGP - 7/28	\$ 83.48	\$ 83.48				
Cintas	Bathroom Supplies JGP - 8/11	\$ 83.48	\$ 83.48				
Cintas	Bathroom Supplies JGP - 8/18	\$ 197.96	\$ 197.96				
Cintas	Bathroom Supplies JGP - 8/25	\$ 94.37	\$ 94.37				
Cintas	Bathroom Supplies JGP 9/1	\$ 230.04	\$ 230.04				
City of Hart	Utilities	\$ 46,388.42	\$ 4,891.17	\$ 1,115.54	\$ 722.74	\$ 36,539.24	\$ 3,119.73
Consumers Energy	Utilities	\$ 244.09			\$ 244.09		
Corporate Technologies	Install/Onboarding new IT Service	\$ 2,151.61	\$ 717.21	\$ 358.60	\$ 358.60	\$ 358.60	\$ 358.60
Custom Tree Service	Stump Grinding/Clean Up	\$ 2,837.00		\$ 2,837.00			
Custom Tree Service	Stump Grinding/Clean Up	\$ 700.00			\$ 700.00		
Dacott	Power Purchase Report	\$ 650.00			\$ 650.00		
Diaz, Addiel	Utility Deposit Refund	\$ 39.18			\$ 39.18		
DTE Energy	Utilities	\$ 859.75	\$ 281.50	\$ 62.37	\$ 141.88	\$ 305.32	\$ 68.68
Eden Lakes LLC	Biosolids Removal Aug 2026	\$ 24,888.00				\$ 24,888.00	
Election Source	Election Equipment Testing	\$ 509.00	\$ 509.00				
First Net	Police Modems	\$ 91.46	\$ 91.46				
Fish Window Cleaning	Window Cleaning - CH	\$ 175.00	\$ 175.00				
Gray, David	Utility Deposit Refund	\$ 36.92			\$ 36.92		
Greco, Sam	Utility Deposit Refund	\$ 145.05			\$ 145.05		
Hach Company	Lab Chemicals	\$ 336.51				\$ 336.51	
Hart Cemetery Commission	Summer 2026 Tax Disbursement #4	\$ 1,242.07	\$ 1,242.07				
Huntington National Bank	CC Statement - Aug 2026	\$ 5,339.82	\$ 2,778.51	\$ 349.80	\$ 2,153.62	\$ 57.89	
Kennedy Industries Inc	Repairs/Maintenance Lift Station	\$ 5,987.00				\$ 5,987.00	
Klotz Auto Parts	Parts/Supplies/Services - Aug 2026	\$ 834.80		\$ 511.54	\$ 36.70	\$ 286.56	
Lara	LIEAF Program	\$ 1,342.50			\$ 1,342.50		
Larson's ACE Hardware	Parts/Supplies - Aug 2026	\$ 1,233.28	\$ 480.85	\$ 315.85	\$ 194.04	\$ 242.54	
Lassey, Lawrence	Utility Deposit Refund	\$ 131.61			\$ 131.61		
LEAF	Copier Lease - PD	\$ 49.61	\$ 49.61				
Mc Kenna	Planning Services	\$ 1,000.00	\$ 1,000.00				
Mika Meyers	Legal Services	\$ 2,315.00	\$ 2,315.00				
Mika Meyers	Legal Services	\$ 8,099.50	\$ 8,099.50				
Mika Meyers	Legal Services	\$ 2,796.50	\$ 2,796.50				
Mika Meyers	Legal Services	\$ 690.00	\$ 690.00				
Model Coverall Service	Uniforms/Rugs/Rags	\$ 107.92				\$ 107.92	
MPPA	Purchased Power - 8/25	\$ 31,705.79			\$ 31,705.79		
MPPA	Purchased Power - 9/1	\$ 25,727.50			\$ 25,727.50		
Nutrien AG Solutions	Chemicals	\$ 273.20				\$ 273.20	
Oceana Auto LLC	Towing Service	\$ 528.77		\$ 528.77			
Office Machines Co	Copier Fees - PD	\$ 52.49	\$ 52.49				
Pitney Bowes	Postage	\$ 200.00	\$ 50.00		\$ 50.00	\$ 50.00	\$ 50.00

Pitney Bowes	Lease Payment	\$ 200.46	\$ 50.12		\$ 50.11	\$ 50.12	\$ 50.11
Power Line Supply	Parts/Supplies	\$ 149.00			\$ 149.00		
Power Line Supply	Parts/Supplies	\$ 89.20			\$ 89.20		
Power Line Supply	Parts/Supplies	\$ 2,548.72			\$ 2,548.72		
Republic Services	Garbage Services - Bike Trail	\$ 73.76	\$ 73.76				
Republic Services	Garbage Services - Washington Lot Dumpster	\$ 295.30		\$ 295.30			
Republic Services	Garbage Services - JGP Dumpster	\$ 1,570.66	\$ 1,570.66				
Republic Services	Garbage Services - Solid Waste Contract	\$ 19,497.99		\$ 19,497.99			
Ricoh USA	Copier Fees - CH	\$ 108.81	\$ 108.81				
Smeltzer, John	Utility Deposit Refund	\$ 83.73			\$ 83.73		
Syncwave	Internet	\$ 301.71		\$ 91.75		\$ 209.96	
T & R Electric	Three Phase Pad Mount w/ Taps	\$ 10,555.10			\$ 10,555.10		
T & R Electric	Single Phase Pad Mount W/O Taps	\$ 1,939.55			\$ 1,939.55		
Trace Analytical	Water Testing/Lab Services	\$ 1,157.69				\$ 1,157.69	
Up North Garden Center	Flowers - JGP	\$ 131.98	\$ 131.98				
Watkins Ross	Retiree Medical Plan Reporting	\$ 1,500.00	\$ 600.00		\$ 300.00	\$ 300.00	\$ 300.00
	Sub-total	\$ 221,850.36	\$ 32,295.71	\$ 25,964.51	\$ 83,179.97	\$ 73,806.80	\$ 6,603.37
<u>HAND CHECKS/ACH/EFT</u>							
	<i>Sub-Total Regular Bills/Hand Checks</i>	\$ 221,850.36	\$ 32,295.71	\$ 25,964.51	\$ 83,179.97	\$ 73,806.80	\$ 6,603.37
Gross Payroll	PR 270	\$ 78,730.24					
Gross Payroll							
Gross Payroll							
	Sub-Total	\$ 78,730.24					
	GRAND TOTAL	\$ 300,580.60	\$ 32,295.71	\$ 25,964.51	\$ 83,179.97	\$ 73,806.80	\$ 6,603.37

HART AREA FIRE
ADMINISTRATIVE BOARD

Meeting Minutes - August 27, 2026

The Hart Area Fire Administrative Board Meeting was called to order by Chairman Gary Beggs at 7:00PM. Others present for the meeting were, Jake Whelpley, John Williams, Mike Powers, Bill Kolenda, Abe Kurzer, Mike Potter, Chief Fuehring and Undersigned.

There was no others present for the meeting.

Absent from the meeting was Jerry Schaner.

At the suggestion of Larry Doran a moment of silence was observed in honor of Jay McGahn, long time board member of the Hart Area Fire Administrative Board.

A motion was made by Potter and supported by Doran to approve the agenda, Voice vote, All Yes, Motion Carried.

A motion was made by Whelpley and supported by Potter to approve the minutes of the July 23, 2026 meeting as presented. Voice Vote, All Yes. Motion Carried.

Treasurer advised the we had total bills of \$24,707.23 for the month. A total of fund balance of \$945,485.57 for all accounts. Treasure advised annual inspections and repairs to trucks was a big portion of the bills. Liberty Mutual following the audit, had approximately \$1,300 additional premium for last year and and additional \$1,100.00 for the up coming year. Hose Testing was recently completed, which Chief will review. Motion was made by Doran and supported by Williams to pay the bills and accept the Treasurers report. Roll call vote, All yes. Motion carried.

Treasurer requested a budget amendment for the 2025/2026 budget year. Request to move \$4,000.00 from Radio Purchase and Maintenance to Fireman Wages. A motion was made by Whelpley and supported by Powers to move \$4,000.00 from Radio Purchase to Fireman's Wages. For the 2025/2026 budget year. Roll Call Vote, All Yes, Motion Carried.

Chief advised the department has responded to 165 fire calls and 327 rescue calls. He advised as of Friday With 181 being on the dunes the time to get an injured party off the dune's has an average of 31 to 38 minutes. This is a big improvement from what it was prior to getting 181.

Chief advised he and others met with DNR Officials reference dune issues. Getting financial assistance from the DNR was brought to help finance the staff on the dune's during the summer. It was brought up for discussion but no an official request for assistance.

Hose testing was completed last week and several lengths failed and will need to be replaced. Some of the hose the department has been using is 34 years old. Will be getting prices to replace the failed hose lengths.

Within the next two months the new SCBA will arrive. They are Scott air packs and 4 area departments went in together to make this purchase and a better price was obtained. The department is going from 16 units to 12.

Under old business the Credit Card Policy was discussed. A motion was made by Doran and supported by Kolenda to accept the Credit Card Policy. Roll call Vote, All Yes. Motion Carried.

A letter signed by Chief Fuehring to the Golden Township Road Committee in support of improvements to Lighthouse Drive was voted on by the Board. Voice Vote, All Yes. Motion Carried.

According to the agreement this month board officers are to be voted on by the board members. For Chairman the motion was made by Doran and supported by Kolenda to name Gary Beggs as Chairman. Voice Vote, All Yes. Motion Carried.

For Vice Chairman, A motion was made by Powers and supported by Kolenda to name Jake Whelpley as Vice Chairman. Voice vote, All Yes. Motion Carried.

There being no further business the meeting was adjourned at 7:24PM

Respectfully Submitted,

Daniel Leimback, Sec/Treasurer

HART AREA FIRE DEPARTMENT

Bills for approval on August 27, 2026

Google	work station	Debit	\$16.80
Spencer Manufacturing, Inc	Truck 142 Repair		\$642.20
Larson and Son Hardware	Storage Strap	Reflective tape	\$21.86
bhs Insurance	Accident Death and Dismemberment		\$910.00
Mears Service Center	Truck, 173,143,171,142,141, 161		\$14,067.34
Wex Bank	Marathon Fuel	Debit	\$1,218.13
NAPA Auto Parts			\$39.95
QuickBooks	Charges for payroll	Debit	\$83.21
Liberty Mutual Ins	Workers Compensation	Audit and Endorsement 1	\$2,493.00
Office Supply	Copy paper	Debit	\$79.66
Fire Catt	Hose Testing		\$3,352.80

Bills for approval	\$22,924.95
Pre - Approved Bills	\$ 1,782.28
Total	\$24,707.23

Michigan Class General Fund as of 8/24/2026			\$409,666.87
Michigan Class Capital Improvement as of 8/24/2026			\$362,086.33
Checking Account	as of	8/24/2026	\$168,993.83
Debit	as of	8/25/2026	\$4,738.54
Total			\$945,485.57



CITY OF HART

407 S. STATE ST.

HART, MI 49420

Hart Heritage Preservation Group

August 8th, 2026

1) Call to Order

Hannah called the meeting to order at 3:00 pm.

a) Roll Call

- **Members present:** Scott Beal, Catalina Burillo, Sue Payne, Maria Rosas, Hannah Juhl, Andrew Mullen, Lisa Clark.
- **Members Absent:** Noble Graham-Lattin, Dean Hodges, Emily Sigler, Rolando Salgado
- **Also Present:** Anne Pawli, Nichole Kleiner

2) Approval of Agenda – Motion by Andrew, supported by Scott to approve the agenda. Motion carried.

3) Public Comments – None

4) July Minutes – Motion by Lisa, support from Lloyd to file as presented

5) July Financials – Motion by Lloyd, support from Scott to file as presented

6) Executive Director & Site Steward Report- Lloyd gave briefing on report he submitted for the packet.

7) Action Items –

- a. Motion by Scott to authorize Lloyd Miller to discontinue remaining service with Professional Inspection Consultants and formally request a 50% refund. Support by Lisa. All in favor. Motion carries.
- b. Motion by Lisa to authorize Lloyd to pursue additional 2027 sponsors for live music concerts and sell down leftover concessions inventory. Support by Scott. All in favor. Motion carries.
- c. Motion by Scott to authorize rescind the July 8th X-Sense purchase (fire alarms up to \$1000) and redirect funds to activate the existing L7000 panel (cellular module & monitoring). Support by Sue. All in favor. Motion carries.

8) Updates/Discussion/ Ongoing Items

- a. Historic District Concept Update: We are still waiting for another quote back before deciding to pursue agreement with Fleis and Vanderbrink. Lindsay did research and they are the company who prepared our last parks and rec plan for the City as well.

9) Events-

- a. Events are done for the season.

10) Member comments – None

11) Next Meeting- Wednesday, September 9th, 3PM

12) Adjournment – Motion by Lloyd to adjourn meeting. Support by Andrew. Motion carries. Meeting adjourned 3:41 PM by Hannah.

Respectfully Submitted,
Lindsay Brown

City Of Hart

407 S. State St

Hart, Mi 49420

Planning Commission

Thursday, August 6th, 2026

Minutes, Draft

MEMBERS PRESENT: Lisa Clark, Jim Cunningham, Jim Evans (Left at 6pm), Cynitha Fout, Diane LaPorte, Andrew Mullen(late), and Betty Root

ABSENT: None

OTHERS PRESENT: City Manager Nichole Kleiner, City Clerk/Treasurer Karla Swihart. Mckenna Consultant Remy Clark.

- C. Fout called the meeting to order at 5:00 pm.

APPROVAL OF AGENDA:

- B. Root motioned to approve the agenda and was supported by J. Evans
 - Ayes: 7 Nays: 0 Absent: 0

APPROVAL OF MINUTES:

- B. Root motioned to approve the minutes from June 4th, 2026, and was supported by J. Evans
 - Ayes: 7 Nays: 0 Absent: 0

PUBLIC COMMENTS ON AGENDA ITEMS:

- Several residents spoke in regard to Taco Bell location coming to Comfort Drive.

PUBLIC HEARINGS:

- Special Land Use – Taco Bell, 2306 N Comfort Dr.
Public Hearing to consider a request for a Special Land Use Permit for a restaurant with drive-through services
 - J. Cunningham motioned to open Public Hearing at 5:12pm and was supported by A. Mullen
 - Ayes: 7 Nays: 0 Absent: 0
- G. Goldberg mentioned that the City has already approved 6 drive thru's
- With no other public comments
 - L. Clark motioned to close the Public Hearing at 5:22pm and was supported by D. LaPorte
 - Ayes: 7 Nays: 0 Absent: 0

ACTION ITEMS:

- Consideration of Special Land Use Permit and Site Plan – Taco Bell, 2306 N Comfort Dr.
Consideration of a Special Land Use Permit
Mckenna has reviewed the Special Land Use application for the proposed Taco Bell Drive Thru which was prepared and submitted to the City on July 17th, 2026.
Taco Bell has proposed to construct a new restaurant at 2306 N Comfort Drive. The property is zoned B-2 General Business.
The property in question is currently vacant. The submitted site plan illustrates a new restaurant structure with an associated drive thru, a special land use in the B-2 district, and surface parking. In conjunction with the Site Plan Review Application, the applicant has submitted a Special Land Use application for the drive thru. This letter serves to assess the Special Land Use application for the associated Drive Thru.
The application proposes to construct a new building to house a new restaurant that will offer drive-through service.

1. The proposed Special Land Use is in accordance with the Standards of Approval as outlined in Section 1256.04 of the City of Hart's Zoning Ordinance. The use would not be detrimental to the City, its residents, or the surrounding commercial area. It is the recommendation of McKenna that final approval be granted for this Special Land Use request.
 - o B. Root motioned to approve Special Land Use Drive Thru for Taco Bell and was supported by A. Mullen
 - o Ayes: 6 Nays: 1 Absent: 0

▪ **Consideration of Final Site Plan approval**

McKenna has reviewed the Site Plan for the proposed Taco Bell commercial building which was prepared and submitted to the City on July 17th, 2026. The commercial building will be located at 2306 N Comfort Drive as a new building on an existing vacant parcel, and we offer the following review analysis comments.

Taco Bell has proposed to construct a new restaurant at 2306 N Comfort Drive. The property is zoned B-2 General Business.

The property in question is currently vacant. The submitted site plan illustrates a new restaurant structure with an associated drive thru, a special land use in the B-2 district, and surface parking. In conjunction with the Site Plan Review Application, the applicant has submitted a Special Land Use application for a drive thru. This request will be reviewed in a separate review letter.

The applicant proposes to construct a new building to house a new restaurant that will offer drive-thru service.

1. A restaurant is permitted land use in the B2-General Business District subject to Site Plan Review. The drive-thru portion of the proposed development is a special land use in the B-2 District and is subject to Special Land Use.
2. Is subject to additional reviews by the City of Hart Department of Public Works, City Engineer, and Fire Marshall. Further, the development may need to be reviewed by Oceana County Drain Commissioner regarding stormwater management.
3. The following outstanding items must be provided by the applicant to allow for the granting of final approval: lighting plan, landscape plan, and confirmation of location of existing sewer main.
 - o A. Mullen motioned to approve Site Plan with conditional Landscape Drawings be submitted and CM Kleiner can approve them and was supported by J. Evans
 - o Ayes: 7 Nays: 0 Absent: 0

DISCUSSION ITEMS:

- Introduction of re-zoning request 111 Church St and 301 S. State
111 Church be a special land use as a Boarding House. Will hold a Public Hearing, will publish in the paper and mail out letters to resident's living within 300 ft.
301 S. State St it is the recommendation to Rezone as B-2 but CM Kleiner will look into proper uses and bring back to the next Planning Commission Meeting in September.
- 109 Union St – Dangerous Building Update – Letter was mailed, their response was they have no means to have it cleaned up. So according to the Ordinance they have to be offered a hearing Infront of hearing officer and Council. I reached out the building inspector, but I have not heard back.
- Consideration of Recreational Zoned Areas – The Fair Grounds is Zoned A Residential, New Zoning would be zoned recreational.

OTHER BUSINESS and COMMUNICATION FROM COMMISSION MEMBERS:

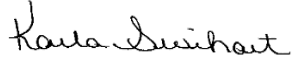
- J. Cunningham any citizen of the City of Hart should be able to have public comments on the agenda items at the time the Commission is discussing the item.

PUBLIC COMMENTS GENERAL:

- NONE

ADJOURN:

- There being no further business to come before the Planning Commission, the meeting adjourned upon a motion by L. Clark and supported by D. LaPorte. The next meeting scheduled will be held on September 3rd, 2026

A handwritten signature in cursive script, reading "Karla Swihart".

Karla Swihart
City Clerk



MEETING MINUTES

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

Members Present: Mayor Klotz, Maria Rosas, Hannah Juhl, Caleb Griffis, Hegg, Justin Adams, Tracey Lipps, Deborah Windell, Bill Hegg

Absent: S. Hegg, Justin Adams

Others Present:

Approval of Agenda: Motion by Mayor Klotz, supported by Juhl to accept the agenda. Motion carried.

Public Comment: none

Approval of May Minutes: Motion by Juhl, supported by Mayor Klotz to accept the May minutes. Motion carried.

Approval of May & June 2026 Financial: Motion by Juhl, supported by Mayor Klotz to table the May financials for explanation of ACH debits on statement, to approve the June financials and accept the budget as presented with the addition of \$500 towards 2 wet wipe cleaning stations Hart sign at the road commission. Motion carried.

Discussion Items

- a. Nichole provided an update that the developer signed an Option Agreement authorized by city council and will begin environmental, survey work, and secure funding for the project during a due diligence period not to exceed 9 months.
- b. 109 Union St – the former Blacksmith shop – enforcement proceedings have begun to require site cleanup of the burned building which is now considered a “dangerous building”.
- c. Funding for phase 2 of downtown streetscape and State Street \$5 million project from Polk to Johnson was met with support from the board for funding over the course of the next 15-year reinstatement term of TIFA.
- d. Nichole requested funding for bistro/dining tables downtown – the board wanted to hold off with Rosas stating that some design requirements should be established so there is consistency.
- e. The board would like to postpone the ribbon cutting for downtown until the November Home for the Holiday’s celebration.

Public Comments: None

Member Comment:

Adjournment: Meeting adjourned at 2:05 pm.

Respectfully submitted by Nichole Kleiner, City Manager



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 making lots of upgrades, so will be working with them on changes needed to their power.

Action Items:

- None

Discussion Items:

- Utility Rules & Regulations Updates
Amended Section III.A.2.a to increase the required utility deposit from \$100.00 to \$200.00.
Amended Section III.B.9.a to remove the requirements for in-person contact and to reduce the required notice period from 72 hours to 24 hours prior to termination of service.
Amended Section III.B.13 by removing the final two sentences regarding future restoration fee increase and additional deposits following voluntary disconnection.
Amended Section III.H.4 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 and 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.
- Safety Program Quotes
The Energy crew has quarterly onsite safety training (crew observation safety). Currently we use MECA but have recently obtained quotes. MECA has done great for the City, but Superintendent would like to go with ALPHA OMEGA, as the annual cost is much lower and with the contract being up with MECA now is the time to switch. So would like to put a resolution in front of City Council at their next scheduled meeting, which is July 14th, 2026.

· Ayes: 6 Nays: 0 Absent: 1

- Dam Maintenance Update

Overall inspection & assessment was good. There were a few leaks- due to needing a baring replaced, but all in all they said everything looks good there.

Comments from the Power Board:

- None

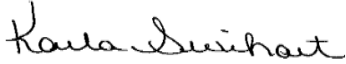
Adjournment:

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

Next Meeting:

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

Respectfully Submitted,

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

Karla Swihart, City Clerk



CITY OF HART

407 S. STATE ST.

HART, MI 49420

Hart Economic and Redevelopment Team (H.E.A.R.T.)

August 12th, 2026

1) Call to Order

Hannah called the meeting to order at 2:02 pm.

a) Roll Call

- **Members present:** Scott Beal, Catalina Burillo (late), Sue Payne, Maria Rosas (late), Hannah Juhl, Andrew Mullen, Lisa Clark, Emily Sigler, Rolando Salgado
- **Members Absent:** Noble Graham-Lattin, Dean Hodges
- **Also Present:** Lindsay Brown

2) Approval of Agenda – Motion by Andrew to approve the agenda. Supported by Lisa. All in favor. Motion carried.

3) Public Comments – None

4) Member Comments- Members gave an update on the industries they represent.

5) July Minutes – Motion by Andrew, support by Scott to file as presented.

6) July Financials – Motion by Lisa, support by Scott to file as presented.

7) Action Items –

- a) Motion by Andrew to approve the purchase of the mosaic mural totaling \$7497.00 to have community paint tiles during ArtWalk 2026 as next art installment in Hart. Supported by Lisa. All in Favor. Motion carries.
- b) Motion by Andrew to approve up to \$3000.00 budget for ArtWalk/Fall Festival 2026. Supported by Scott. All in favor. Motion carries.
- c) Motion by Scott to authorize Lindsay to apply for Michigan Arts & Culture Council grant when it opens for Music on the Commons 2027 along with seeking local sponsors again. Supported by Catalina. All in favor. Motion carries
- d) Motion by Lisa to authorize Lindsay to apply for Oceana Community Foundation grant to be used towards the cost of the mosaic mural. Supported by Catalina. All in favor. Motion carries.
- e) Motion by Andrew that the HEART Board make a recommendation to City Council to look at purchasing Dale & Gail's Art Gallery and Theater. Supported by Rolando. All in favor. Motion carries.

8) Updates/Discussion Items

- a) Development & Business Support Committee Update- Committee did not meet in July.
- b) Marketing & Talent Promotion Committee Update- Committee met and is focusing on marketing the natural assets Hart has to offer. They made the top 10 attraction list, and Lindsay is working on a flyer or brochure to market. Discussed posting something on how to get signed up for newsletters with what's happening in Hart. Also researched if our Tinman is the largest in the country to market however it is the 2nd biggest.
- c) Winter banners for downtown need to be replaced for this winter season. Lindsay suggested using past photos from Hart Prize instead of generic winter themed banners. Possibly run contest in the spring for school kids to design banners and do top 3 or 5. Lindsay will bring a couple of generic ideas for next meeting and board can decide. TIFA bought the last round of banners so HEART will have to purchase this round. Hannah asked if the old candy canes can be refreshed and used again because a lot of people have told her they miss them. Board would like to see numbers for seasonal banners vs light up snow flakes vs restoration of candy canes. Also discussed having all Hart businesses sponsor banners.

9) Events

a) Food vendors at Music on the Commons have been doing well and it is attracting more people. Maria said there is social district signs everywhere except to the north where it ends. Something to investigate. Downtown Day is September 26th. Lindsay will see businesses will be running specials and will post a big social media blast. Sue asked if we could do a block party on Downtown Day. It is the weekend before ArtWalk but for next year we can look at moving ArtWalk to a fall festival and have it on Downtown Day. ArtWalk and the Ride Home will be October 3rd.

10) Staff Report- Replacement bricks for Veteran's Park have been completed and invoiced. Our 50% contribution ended up at \$6028.23. Lindsay will be in Lansing September 7-10th for Economic development training and will not be able to attend the September 8th meeting. Attended grant writing workshop held by the Oceana County Community Foundation for the fall grants which are now open. Accepted into the 2026-2027 Leadership Learning Lab offered by the Community Foundation. Planning ArtWalk, call for artists will be sent out within the next week.

11) Member comments- Sue brought up the Starry Night painting Gail did. Gail stated if we could get it down, she would work on repairing it. If we don't do it soon it might not be savable. Catalina asked if there was any update on the pocket park repairs. Lindsay will speak to Nichole to see if there is future plan for repairs.

12) Next Regular Meeting Wednesday, September 9th at 2pm.

13) Motion by Andrew to adjourn meeting. Supported by Ro. Meeting adjourned at 2:56 PM.

Respectfully Submitted,
Lindsay Brown

ARTICLES OF INCORPORATION WEST MICH FIRE AUTHORITY

These Articles of Incorporation (“Articles”) are adopted for the purpose of creating the West Mich Fire Authority (“Authority”) under the provisions of the Emergency Services to Municipalities Act, 1988 PA 57, as amended.

ARTICLE I NAME AND OFFICE

A. **Name.** The name of this Authority is “West Mich Fire Authority,” referred to as the “Authority.”

B. **Principal Office.** The principal office of the Authority will be located at 808 S. State Street, Hart, Michigan 49420, or at such other office location as may be designated by the Authority.

ARTICLE II DEFINITIONS

The following terms, as used in these Articles, have the meanings set forth below. Undefined terms have the meanings given in Act 57 or, if not defined therein, their ordinary and commonly understood meanings.

A. **Act 57** means the Emergency Services to Municipalities Act, 1988 PA 57, as amended.

B. **Authority** means the West Mich Fire Authority incorporated under the provisions of Act 57.

C. **Board** shall mean the Authority’s governing board.

D. **Emergency Services** means fire protection services.

E. **Chief Administrative Employee** means the Fire Chief.

F. **Incorporating Municipalities** means a Municipality that is part of this Authority or joins in a manner provided for in these Articles.

G. **Municipal Emergency Service** means an emergency service performed by a Municipality rather than by this Authority.

H. **Municipality** means a county, city, village, or township.

I. **Non-Incorporating Municipality or Municipalities** means a Municipality that does not become part of this Authority in the manner provided for in these Articles.

Other terms shall have such meaning as may be specified in the various provisions of these Articles.

ARTICLE III INCORPORATING MUNICIPALITIES

The Incorporating Municipalities creating this Authority are the City of Hart, a Michigan home rule city (the “City”); and the Township of Golden (“Golden”); the Township of Hart (“Hart Township”); the Township of Pentwater (“Pentwater”); and the Township of Weare (“Weare”) (collectively, Golden, Hart Township, Pentwater, and Weare may be referred to as the “Townships”). All of the foregoing Townships are general law townships under Michigan law. The Townships and the City are referred to herein individually as an “Incorporating Municipality” and collectively as the “Incorporating Municipalities.” If any Incorporating Municipality modifies its form of incorporation, the successor municipal entity shall also be bound by these Articles.

ARTICLE IV PURPOSE

A. The purpose of this Authority shall be and is to provide Emergency Services in accordance with Act 57 and within or without the Authority’s jurisdiction described in Article V of these Articles as may be authorized by these Articles or pursuant to contract with the Authority

by any Incorporating Municipality, Non-Incorporating Municipality, or any other lawful entity in accordance with Act 57.

B. Each of the Incorporating Municipalities is authorized to transfer to the Authority any of its fire protection and rescue equipment, vehicles, and real and personal property.

C. An Incorporating Municipality, and any governmental unit that becomes an Incorporating Municipality of the Authority in the future, shall exclusively utilize the Authority for all Emergency Services within that Incorporating Municipality as set forth in these Articles.

ARTICLE V JURISDICTION

The Authority's jurisdiction shall include all the territory included within the corporate boundaries of its Incorporating Municipalities as now constituted or as hereafter expanded through annexation, consolidation, or change of municipal identity. The Authority has exclusive authority to determine how Emergency Services will be provided within its jurisdiction.

ARTICLE VI POWERS

A. **Body Corporate.** This Authority shall be a body corporate with power to sue or be sued in any court of the State of Michigan.

B. **Powers.** The Authority shall possess all of the powers now or hereafter granted by Act 57, by any other applicable statute of the State of Michigan, by these Articles, and those incident to those purposes, including but not limited to the following:

1. *Bylaws and Rules.* Adopt bylaws and rules of administration to accomplish the purposes of Act 57 and these Articles.

2. *Ordinances.* Pursuant to the procedures set forth in Act 57, adopt ordinances that allow the Authority to assess fees on owners or occupants of property who receive Emergency Services to cover the costs of providing Emergency Services under Act 57, and enforce fire-related ordinances adopted or amended from time to time by the Incorporating Municipalities.

3. *Grants, Loans or Contributions.* Apply for and accept grants, loans, or contributions from the federal government or any of its agencies, the state, or other public or private agencies to be used for any of the purposes of Act 57 and these Articles to do any and all things within its express or implied powers necessary or desirable to secure that financial or other aid or cooperation in the carrying out of any of the purposes of Act 57 and these Articles.

4. *Contracts.* Enter into any contracts with other entities or persons not prohibited by law.

5. *Issuance of Bonds.* Issue unlimited tax general obligation bonds upon approval of a majority of the electors in the jurisdictional limits of the Authority voting on the question of the issuance of such bonds. The proposal to issue unlimited tax general obligation bonds must be submitted to a vote of the electors in the jurisdictional limits of the Authority by resolution of the Authority Board. The resolution must contain the language of the ballot proposal. The Authority may also issue its limited tax general obligation bonds without a vote of the electors in accordance with applicable State law, Act 57, and these Articles.

6. *Installment Purchases.* Enter into a contract or agreement for the purchase of real or personal property for public purposes to be paid for in installments

over a period not to exceed 15 years (or the maximum period permitted under Act 57 at the time of financing), or the useful life of the property acquired, whichever is less. Real or personal property purchased under this section may serve as collateral in support of the contract or agreement.

7. *Investigation.* Investigate Emergency Services requirements, needs, and programs and engage, by contract, consultants as may be necessary and cooperate with the federal government, state, political subdivisions, and other authorities in those investigations.

8. *Employees; Consultants.* As stated more fully in Article XVII of these Articles and subject to the provisions of Act 57, Michigan law, and these Articles, hire employees, attorneys, accountants, and consultants as the Authority considers necessary to carry out the purposes of the Authority.

9. *Taxation.* The Authority may levy a tax on all of the taxable property within the limits of the Authority for the purposes of and as provided in Act 57 and these Articles.

10. *Property.* Acquire private property by purchase, lease, gift, devise, or condemnation, either within or without its corporate limits, and hold, manage, control, sell, exchange, or lease such property. For purposes of condemnation, the Authority may proceed under the Acquisition of Property by State Agencies and Public Corporations Act, 1911 PA 149, or the Uniform Condemnation Procedures Act, 1980 PA 87, as applicable.

11. *Additional Powers.* Possess all other powers authorized by law that are necessary to carry out the purposes of its incorporation and those incident to those purposes.

C. **Limitations.** The enumeration of any powers herein shall not be construed as a limitation upon its general powers unless the context or Michigan law shall clearly indicate otherwise.

D. **Corporate Seal.** The Authority may adopt a corporate seal, and may alter the seal, and may use it by causing it or a facsimile thereof to be affixed, impressed or reproduced in any other manner.

ARTICLE VII TERM

The Authority shall continue in existence perpetually or until dissolved by act of the Incorporating Municipalities or by law, if such dissolution is permitted by law.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Authority shall commence on July 1 of each year and shall end on June 30 of the following year.

ARTICLE IX BOARD OF COMMISSIONERS

A. **Board Members.** The governing body of this Authority shall be a Board of Commissioners (the “Board”), which shall be comprised of one Commissioner from each Incorporating Municipality appointed as set forth herein, together with two at-large Commissioners appointed by the Board as provided in this Article, for a total of seven Commissioners.

B. **Appointments.** The governing body of each Incorporating Municipality shall appoint one (1) Commissioner. An appointee to the Board may also be a member of the legislative body of the respective Incorporating Municipality. All appointees by each Incorporating Municipality shall be residents of the respective Incorporating Municipality.

C. **At-Large Commissioners.** The Board may appoint two (2) at-large Commissioners. Each at-large Commissioner shall be a resident of an Incorporating Municipality, and shall serve at the pleasure of the Board.

D. **Terms.** Each Commissioner appointed by an Incorporating Municipality shall serve a term commencing upon appointment and expiring on December 31 in the year following appointment. After the Initial Terms provided herein, each Commissioner appointed by an Incorporating Municipality shall serve a term of two (2) years. Each at-large Commissioner shall serve a term of four (4) years and may be reappointed by the Board for additional four (4) year terms at the pleasure of the Board. Each Commissioner shall serve until that Commissioner's successor is appointed and qualified. All terms of office, other than the Initial Terms, shall begin on the first day of January.

1. *Timing of Appointment.* No appointment to the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles.

2. *Qualifications.* Each Commissioner appointed by an Incorporating Municipality shall be a qualified elector residing within the territorial boundaries of the Incorporating Municipality that appointed him or her and within the jurisdiction of the Authority. Each at-large Commissioner shall be a qualified elector residing within the territorial boundaries of any Incorporating Municipality and within the jurisdiction of the Authority. A Commissioner shall not be an employee of the Authority or an officer,

member, or employee of any emergency service transferred to, operated by, or contracted with the Authority, including a person who has contracted with or receives a direct financial benefit or compensation from the Authority. No Commissioner shall become employed by the Authority until one year after the Commissioner leaves the Board. No Commissioner shall serve on the Board when immediate family members are employed by the Authority or have been employed by the Authority during the year prior to the appointment. For purposes of these Articles, “immediate family” shall include father, mother, sister, brother, aunt, uncle, spouse, or child, whether related by blood or marriage.

3. *Oath.* Each Commissioner shall qualify by taking the constitutional oath of office and filing his or her oath with the Authority and as otherwise required by law.

E. **Compensation and Expenses of Commissioners.** The Board may establish, by resolution, a per diem compensation rate for Commissioners attending regular, special, or rescheduled meetings of the Authority Board and other Authority-related meetings. Commissioners may also be reimbursed for expenses actually incurred in carrying out the duties of the Authority, but only upon approval of the Authority Board in advance of the expenditure and to the extent authorized by the Authority budget for the applicable fiscal year.

F. **Vacancies.** A vacancy shall be defined as: (1) the four (4) month continuous absence of, or (2) the retirement, removal, resignation, or death of a Commissioner. In the event of a vacancy in the office of a Commissioner appointed by an Incorporating Municipality, the governing body of the Incorporating Municipality that selected the vacating Commissioner shall fill the vacancy for the remainder of the unexpired term. In the event of a vacancy in the office of an at-large Commissioner, the Board shall fill the vacancy for the remainder of the unexpired term.

G. **Removal.** Any Commissioner appointed by an Incorporating Municipality as its representative may be removed at any time without cause by action of the governing body of that Incorporating Municipality that appointed the Commissioner. Any at-large Commissioner may be removed at any time, with or without cause, by action of the Board.

ARTICLE X MEETINGS

A. **Meetings.** The Board shall meet regularly and at least quarterly at such time and place as shall be determined by motion of the Board. Special meetings of the Board may be called by the Chairperson or any two Commissioners. Public notices of all regular, special or rescheduled regular meetings of the Board shall be given pursuant to the applicable provisions of the Open Meetings Act, 1976 PA 267, as amended from time to time, and shall be posted on the Authority's website.

B. **Quorum.** A quorum for the transaction of business by the Board shall consist of a majority of the Commissioners appointed and serving. If all seven (7) Commissioner positions are filled, four (4) Commissioners shall constitute a quorum.

C. **Voting.** The Board shall act by motion or resolution, unless a particular format is required by law. Each Commissioner shall have one vote. A majority vote of the Commissioners appointed and then serving shall be required for the passage of any resolution providing for the approval and execution of any contract, election of officers, adoption of by-laws, rules and regulations, or the levying of any tax. In all other matters, a vote of a majority of the Commissioners present at any meeting at which a quorum is present and who are authorized to vote on such matters shall be sufficient for passage. The Board shall keep minutes of its proceedings as required by law. All votes shall be "yeas" or "nays" except that where the vote is unanimous, it shall only be necessary to so state.

D. **Adoption of Bylaws; Rules and Regulations.** The Board shall have the right to adopt bylaws governing its procedure which are not in conflict with Michigan law, federal law or these Articles. The Board shall also have the right to establish rules and regulations for the use of its real or personal property owned, held, or operated by it under the provisions of law.

ARTICLE XI AUTHORITY OFFICERS AND OFFICER DUTIES

A. **Election of Authority Officers.** At the first meeting of the Board each year, the Board shall select a Chairperson, Vice-Chairperson, Secretary, and a Treasurer, each of whom shall be a Commissioner. Such officers shall serve until the next annual meeting or until their respective successors shall be selected and qualify. No selection of an officer of the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles. In the event of a tie vote in an election of an office, the election shall be determined by drawing slips of paper from a container. One slip shall contain the word "ELECTED" and the other slip the words "NOT ELECTED". The member drawing the "ELECTED" slip shall be elected to the office.

B. **Officers.** The Officers of the Board shall have such other powers and duties as may be conferred upon them by the Board and Act 57 including, but not limited to, the following responsibilities:

1. *Chairperson.* The Chairperson of the Board shall be the presiding officer of the Board at all Board regular or special meetings. Except as otherwise provided by these Articles, the Chairperson shall not have any executive or administrative function in the Authority, other than as a Commissioner.

2. *Vice-Chairperson.* In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson.

3. *Treasurer.* The Treasurer shall be the custodian of the funds of the Board and shall give a bond conditioned upon the faithful performance of the duties of his or her office. The Board may hire consultants or enter into contracts necessary to assist the Treasurer with his or her duties, including but not limited to a contract with an Incorporating Municipality to hold, receive, and disburse Authority funds for Authority purposes.

4. *Secretary.* The Secretary shall be the recording officer of the Board and the custodian of the Authority's records. The Board may hire consultants or enter into contracts necessary to assist the Secretary with his or her duties.

C. Duties Regarding Authority Fund.

1. All moneys shall be deposited in a financial institution or financial institutions designated by the Board into the Authority fund. All checks or other forms of withdrawal from the Authority fund, including paychecks, shall be signed by two authorized persons. Authorized persons include the Chairperson, Vice-Chairperson, Secretary, or Treasurer. All authorized signatories shall give a bond to the Authority conditioned upon the faithful performances of his or her office. The cost of said bond shall be paid by the Authority.

2. The Board may enter into a contract with an Incorporating Municipality for that Incorporating Municipality to act as the Authority's fiscal agent for the purpose of holding, receiving, and disbursing of Authority funds for Authority purposes.

ARTICLE XII BUDGET AND AUDIT

A. **Annual Budget.** The Fire Chief and Chairperson shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year, which shall begin on July 1 and end on June 30 of the following calendar year, and such budget shall be reviewed and approved by the Authority as provided in these Articles. The Board shall consider and adopt an Authority budget for the next fiscal year on or before July 1.

1. *Budget if Authority-Wide Tax Is the Sole Source of Direct Operating Funding.* If, before the Authority adopts its budget for a fiscal year, the Authority has received voter approval to levy an Authority-wide tax that will be collected in the December immediately preceding or occurring during that fiscal year, and the Authority budget does not require direct funding from the Incorporating Municipalities for that fiscal year, the preliminary budget shall be prepared and presented to the Board at a budget meeting held in March before the start of the fiscal year. The final budget shall be adopted at a Board budget meeting in June by a majority of Commissioners appointed and serving. The Incorporating Municipalities shall have the opportunity to provide comments on the budget but shall not have authority to change or approve the budget. The Board may amend and adjust the budget from time to time upon approval by a majority of Commissioners appointed and serving.

2. *Budget if there is Full or Partial Funding by Incorporating Municipalities.*

a. If the Authority's budget for a fiscal year includes direct funding by the individual Incorporating Municipalities for all or a portion of the Authority's operating or capital costs for that fiscal year, the preliminary budget for the next fiscal year shall be prepared for and presented to the Board at a budget meeting held no later than March 30. The Board shall approve, by a majority of Commissioners appointed and serving, submission of the budget for the next fiscal year to the Incorporating Municipalities at least ninety (90) days before the end of the Authority's fiscal year. The budget must state the percentage or amount of the Authority budget each Incorporating Municipality must pay, as determined under these Articles or as otherwise agreed to by the Authority and the Incorporating Municipalities. The budget must be approved by the governing body of each Incorporating Municipality.

b. Each Incorporating Municipality's share of funding for the Authority's budget shall be based on a formula (the "Formula") comprised of the following three factors: (1) the respective Incorporating Municipality's taxable value as a proportion of the combined taxable value of all Incorporating Municipalities; (2) the respective Incorporating Municipality's population as a proportion of the combined population of all Incorporating Municipalities; and (3) the number of fire and emergency service runs during the prior fiscal year in an Incorporating Municipality as a proportion of the combined fire and emergency service runs in all Incorporating Municipalities. Each of the foregoing factors shall be weighted one-third of the total amount due, and the aggregate shall constitute the Incorporating Municipality's respective share of the Authority

budget for that fiscal year. Unless otherwise required by law or agreed by the Incorporating Municipalities, taxable value shall be determined as of the prior December 31, population shall be based on the most recently completed Decennial Census, and run data shall be based on the Authority's most recently completed fiscal year.

c. Amendments to the budget must be approved by a majority of Commissioners appointed and serving, and the governing body of each Incorporating Municipality.

B. Accounting and Budgeting Procedures; Annual Report.

1. *Compliance with Uniform Budgeting and Accounting Act.* The Authority's accounting and budgeting practices shall conform to standard accounting practices, the Uniform Budgeting and Accounting Act, 1968 PA 2, and all other applicable provisions of law. The Board shall cause an annual audit to be made of the books, records, and financial transactions of the Authority by an independent certified public accountant and shall furnish at least two copies thereof to each Incorporating Municipality. The books and records of the Authority shall be open for inspection by any Incorporating Municipality at all reasonable times.

2. *Annual Report.* The Fire Chief of the Authority shall provide an annual report on the activities and achievements of the Authority to the Board and the Clerk of the Incorporating Municipalities no later than ninety (90) days after the end of each calendar year.

ARTICLE XIII COOPERATIVE AGREEMENTS; EMERGENCY SERVICE AGREEMENTS

The Authority may enter into agreements with any Incorporating Municipality, Non-Incorporating Municipalities, or other entities pursuant to Act 57, the Urban Cooperation Act, 1967 PA 7, 1951 PA 33, or another applicable Michigan law for the purpose of, among other things, providing emergency services to the Authority, Incorporating Municipalities, Non-Incorporating Municipalities, and their residents. Contracts by the Authority to provide emergency services under Section 8 of Act 57 shall be executed in the name and on behalf of the Authority by its Chairperson and Secretary by manual or facsimile signature, and the corporate seal of the Authority or facsimile thereof, if any, shall be printed on and affixed to the contract. An Incorporating Municipality may transfer any Municipal Emergency Service to the Authority by transfer agreement.

ARTICLE XIV ADOPTION OF ORDINANCES

Unless and until the Authority adopts such ordinances as provided in Article VI.B.2 of these Articles, Incorporating Municipalities, in cooperation with each other, shall promulgate uniform ordinances providing for cost recovery for Emergency Services provided by the Authority. In addition, the Incorporating Municipalities, in cooperation with each other, may promulgate ordinances regarding other lawful issues related to the provision of emergency service. From the date on which these ordinances shall take effect, the provisions thereof shall be controlling within the limits of the Authority. At any time, the Board may adopt other ordinances in a similar fashion, provided they are applicable to the purpose of the Authority.

ARTICLE XV FINANCING THE AUTHORITY

A. **Property Tax Levy by Authority.** Subject to the terms and conditions provided in Section 12 of Act 57, the Authority may levy a tax upon all of the taxable property within the jurisdiction of the Authority for the purposes of Act 57 and these articles. The tax shall not be levied without the approval of a majority of the registered electors residing within the Authority's jurisdiction and qualified to vote and voting on the tax. The election may be called by resolution of the Authority Board pursuant to Michigan law and in compliance with Act 57. Taxes authorized by the Authority may be levied in an amount that does not exceed the amount specified by law and for a period as determined by the Board in the resolution calling the election and included in the ballot proposal. The taxes shall be levied, collected and paid by each tax assessing and collecting officer and the County Treasurer to the Authority as provided by Act 57.

B. For purposes of Articles XII and XV, a tax levied on December 1 shall be treated as revenue available for the Authority fiscal year in which the levy is made, or for such other fiscal year as the Board identifies in the ballot proposal and budget resolution. If voter approval, levy timing, collection timing, or the differing fiscal years of the Incorporating Municipalities require temporary cash-flow support, the Board may require interim direct contributions from the Incorporating Municipalities in amounts determined under the Formula, subject to credit or reconciliation when tax proceeds are received.

C. **Interim Period Financial Contribution From Each Incorporating Municipality.** During any period in which an Authority-wide tax has not been approved, levied, and collected in an amount sufficient to fund the Authority budget for the applicable Authority fiscal year, each Incorporating Municipality agrees to support the Authority through direct funding using any lawful funds. The Authority's operating and capital budget shall be funded using the

Formula set forth in Article XII.A.2.b. For each Authority fiscal year during the Interim Period, the Chief Administrative Employee and Chairperson shall prepare a proposed annual operating and capital budget as provided in Article XII of these Articles. Each Incorporating Municipality shall pay its annual amount in quarterly installments, or on such other schedule approved by the Board and the Incorporating Municipalities. Because the Authority's fiscal year begins July 1, the Townships' fiscal years begin March 1, the City's fiscal year begins July 1, and an Authority-wide tax would be levied on December 1, the Board may allocate interim contributions among the Incorporating Municipalities so that the Authority has sufficient operating funds until tax proceeds are received and available. Direct municipal contributions shall terminate, or be credited against future obligations, to the extent the same Authority fiscal year's costs are funded by Authority-wide tax proceeds, unless otherwise agreed by the Board and the Incorporating Municipalities.

D. Property Tax Levy by Municipality. Any Incorporating Municipality or municipality granted taxing authority under Michigan law may levy a tax on all of the taxable property within the limits of its political subdivision and appropriate, grant, or contribute the proceeds of the tax to the Authority for the purposes of Act 57 or to provide sufficient money to fulfill its contractual obligation to the Authority, which tax shall be within charter, statutory, and constitutional limitations.

E. Other Sources of Revenue. The sources of revenue for financing the Authority specified herein are non-exclusive. The Authority, the Incorporating Municipalities, and any Non-Incorporating Municipalities may provide for their respective financial contributions to the Authority from all other sources of revenue authorized by law.

F. Federal or State Grants in Aid. The Authority shall have the power to apply for and accept grants, loans, or contributions from the United States of America or any agency or

instrumentality thereof, the State of Michigan or other public or private agencies; and to do any and all things necessary or desirable to secure such financial or other aid or cooperation in carrying out any of the purposes of Act 57.

ARTICLE XVI PROPERTY AND EQUIPMENT TRANSFER AND OWNERSHIP

The Authority is hereby authorized to enter into agreements with any or all of the Incorporating Municipalities for the acquisition, conveyance, or transfer to the Authority of any real property, personal property, equipment, or titled vehicles held in the name of an Incorporating Municipality, and to execute and deliver all documents and instruments necessary to complete the transfer of title to such property, equipment, or vehicles to the Authority.

ARTICLE XVII EMPLOYEES AND INDEPENDENT CONTRACTORS

A. **Power to Employ.** Subject to the terms and conditions provided in Section 10 of Act 57, the Board shall have the power to hire all officers and employees as it may consider desirable to carry out the functions of the Authority.

B. **Chief Administrative Employee.** The Board shall hire a Fire Chief, who shall serve as the Chief Administrative Employee of the Authority. The Fire Chief shall administer the activities conducted and services provided by the Authority on a daily basis as may be more fully determined by the Board.

C. **Independent Contractors and Consultants.** The Authority may retain from time to time the services of attorneys, accountants, and other consultants as the Authority considers necessary to carry out the purpose of the Authority.

ARTICLE XVIII INVESTMENT

The Treasurer of the Authority and/or his or her consultant or fiscal agent, when authorized by resolution of the Board, may invest general funds of the Authority in compliance with the laws of the State of Michigan.

ARTICLE XIX PUBLICATION

These Articles shall be published once in the *Oceana Press*, and once on each Incorporating Municipality's website, which newspaper and websites have general circulation within the jurisdiction of the Authority. One printed copy of the Articles, certified as a true copy, as hereinafter provided, with the dates and places of publication shown by the publisher's affidavit of publication attached hereto, shall be filed with the Secretary of State. The City Clerk is hereby designated as the person to cause these Articles to be published, certified, and filed as aforesaid.

ARTICLE XX WITHDRAWAL OF INCORPORATING MUNICIPALITY

A. **Procedure for Withdrawal.** An Incorporating Municipality may withdraw from the Authority by resolution of the Incorporating Municipality's legislative body approving the withdrawal, a certified copy of which resolution shall be provided to the Board and the other Incorporating Municipalities at least twelve (12) months prior to the beginning of a new fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. If there is no Authority-wide tax levied under Section 12 of Act 57 and Section VI.B.9 of these Articles, the Incorporating Municipality that withdraws shall continue to be financially obligated to continue all funding, including operations and capital equipment budgets, as required by these Articles or other contract until the Effective Date of the withdrawal.

B. **Tax Liability.** An Incorporating Municipality that withdraws from the Authority (“Withdrawing Municipality”) shall continue to be subject to any tax levied in its jurisdiction under Section 12 of Act 57 and Section VI.B.9 of these Articles, for the duration of the period of that tax as determined pursuant to Section 12(3) of Act 57.

C. **Debts and Liabilities.** A Withdrawing Municipality shall remain liable for a proportion of the debts and liabilities of the Authority incurred while the Withdrawing Municipality was a part of the Authority and in the same manner using the Formula set forth in Article XII.A.2.b., above, determined as of the effective date of the withdrawal.

D. **Authority Property.** Any property owned by the Authority, which is in the possession of the Withdrawing Municipality or in the possession of personnel who will no longer remain with the Authority as a result of the Withdrawing Municipality’s withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The Withdrawing Municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

E. **Employees.** Employees of the Authority who perform emergency services in the jurisdiction of the Withdrawing Municipality shall be protected in relation to the Withdrawing Municipality to the same extent as employees of the Incorporating Municipality are protected in relation to the Authority under Section 10 of Act 57.

F. **Effect on Authority Governance.** Upon the effective date of withdrawal, the Authority’s Articles shall be amended to reflect the withdrawal. If only one Incorporating Municipality remains, the Authority shall be deemed dissolved unless otherwise authorized and recognized under applicable law.

G. **Dissolution.** If all of the Incorporating Municipalities withdraw or if the Authority is otherwise dissolved as permitted by law, all assets of the Authority shall be disbursed at the time of dissolution to the Incorporating Municipalities based on the Formula set forth in Article XII.A.2.b., above.

ARTICLE XXI EFFECTIVE DATE

These Articles shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as provided in Article XIX hereof.

ARTICLE XXII AMENDMENTS

These Articles may be amended at any time so as to permit any county, city, village, township or charter township to become a part of this Authority if such amendment to the Articles is adopted by the governing body of such county, city, village, township, or charter township proposing to become a member, and if such amendment is adopted by the governing body of each Incorporating Municipality of which the Authority is comprised. If there is an Authority-wide tax, the Authority shall condition acceptance of any county, city, village, or township on the authorization of that Authority-wide tax by the majority of the electors of the municipality desiring to become part of the Authority. Other amendments may be made to these Articles at any time if adopted by the governing body of each Incorporating Municipality of which the Authority is composed. Any such amendment shall be endorsed, published, certified and printed copies thereof filed in the same manner as the original Articles, except that the printed and filed copies shall be certified by the Secretary of this Authority.

**ARTICLE XXIII
MISCELLANEOUS**

A. **Counterparts.** These Articles may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

B. **Captions.** The captions of these Articles are for convenience only and shall not be considered as part of these Articles or in any way limiting or amplifying the terms and provisions hereof.

**ARTICLE XXIV
ENDORSEMENT**

These Articles have been adopted by the Townships and the City, as set forth in the following endorsements, and in witness whereof the Supervisor and the Clerk of the respective Townships, and the Mayor and Clerk/Treasurer of the City have endorsed thereon the statement of such adoption.

SIGNATURES

These Articles of Incorporation were adopted by the Township Board of the Township of Golden, County of Oceana, State of Michigan, at a meeting duly called on the__day of _
_____ 2026.

TOWNSHIP OF GOLDEN

Robert Draper
Supervisor

Rachel Iteen
Clerk

These Articles of Incorporation were adopted by the Township Board of the Township of Hart, County of Oceana, State of Michigan, at a meeting duly called on the ____ day of _
_____ 2026.

TOWNSHIP OF HART

Jay McGhan
Supervisor

Steve Freed
Clerk

These Articles of Incorporation were adopted by the Township Board of the Township of Pentwater, County of Oceana, State of Michigan, at a meeting duly called on the _____ day of _____ 2026.

TOWNSHIP OF PENTWATER

Lynne Cavazos
Supervisor

Maureen Murphy
Clerk

These Articles of Incorporation were adopted by the Township Board of the Township of Weare, County of Oceana, State of Michigan, at a meeting duly called on the ___ day of _
_____ 2026.

TOWNSHIP OF WEARE

Larry Doran
Supervisor

Melanie Sayles
Clerk

These Articles of Incorporation were adopted by the City Council of the City of Hart,
County of Oceana, State of Michigan, at a meeting duly called on the ____ day of _____
_____ 2026.

CITY OF HART

Amanda Klotz
Mayor

Karla Swihart
City Clerk/Treasurer

CERTIFICATE OF CITY CLERK/TREASURER

I, Karla Swihart, hereby certify that I am the City Clerk/Treasurer of the City of Hart, Oceana County, State of Michigan; and that the above is a true and complete copy of the printed Articles of Incorporation of the West Mich Fire Authority, a public corporation incorporated under the provisions of Act 57, which Articles were published on _____, 2026 in the *Oceana Press*, as stated in the affidavit of publication on file in the Clerk/Treasurer's office at 407 State St., Hart, Michigan.

Further, the Articles of Incorporation were published on the following websites on the following dates:

City of Hart: _____, 2026

Township of Golden: _____, 2026

Township of Hart: _____, 2026

Township of Pentwater: _____, 2026

Township of Weare: _____, 2026

Karla Swihart
Clerk/Treasurer, City of Hart
Dated: _____, 2026

RESOLUTION 2026-43

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

**RESOLUTION APPROVING PARTICIPATION IN AND ARTICLES OF
INCORPORATION OF THE WEST MICH FIRE AUTHORITY**

WHEREAS, the City of Hart currently provides fire protection services in cooperation with neighboring municipalities; and

WHEREAS, the City of Hart, Township of Golden, Township of Hart, Township of Pentwater, Village of Pentwater, and Township of Weare have been considering the formation of a joint fire authority to provide fire protection services to their respective communities; and

WHEREAS, proposed Articles of Incorporation have been prepared establishing the **West Mich Fire Authority** pursuant to the Emergency Services to Municipalities Act, 1988 PA 57, as amended; and

WHEREAS, the proposed Articles identify the City of Hart as an Incorporating Municipality of the West Mich Fire Authority and establish the Authority's governance, powers, financing, operations, and responsibilities; and

WHEREAS, the City Council has reviewed the proposed Articles of Incorporation and desires to participate in the West Mich Fire Authority pursuant to the terms contained therein.

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

1. **Approves the City of Hart's participation as an Incorporating Municipality in the West Mich Fire Authority.**
2. **Approves and adopts the Articles of Incorporation of the West Mich Fire Authority**, substantially in the form presented to City Council.
3. **Authorizes the Mayor and City Clerk/Treasurer** to execute and endorse the Articles of Incorporation on behalf of the City of Hart and to execute such additional documents and take such administrative actions as may be necessary to effectuate the City's participation and formation of the Authority.
4. Provides that this approval is subject to adoption of the Articles of Incorporation by the other Incorporating Municipalities and completion of the publication, certification, and filing requirements necessary for establishment of the Authority.

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: 8/26/20

NAME OF EVENT: Annual Fall Artwalk

DATE OF EVENT: October 3rd 2020 TIME: 11 TO 2

RAIN DATE OF EVENT: MUST PROVIDE N/A

LOCATION AND/OR ROUTE OF EVENT:

Downtown Hart / Hart Commons

DESCRIPTION OF EVENT:

Artwalk thru downtown businesses, kids crafts @ Hart commons

SPECIAL NEEDS: live music, community mosaic mural painting, food vendor

cones to block off parking for food vendor - possibly parking lot 2

NAME OF ORGANIZATION OR SPONSOR: HEART

ADDRESS: 407 S State St

CONTACT PERSON: Lindsay Brown

PHONE: 630-290-1694

FAX:

EMAIL: lbrown@cityofhart.org

X L. Brown

8/26/20

SIGNATURE OF EVENT COORDINATOR/SPONSOR

DATE

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

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:



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: 8-27-26

NAME OF EVENT: Block Party

DATE OF EVENT: Oct 2 TIME: 4-7 TO 7

RAIN DATE OF EVENT: **MUST PROVIDE** Same -

LOCATION AND/OR ROUTE OF EVENT: Washington St.

DESCRIPTION OF EVENT: Block-Party - live band, potluck
Kids activities

SPECIAL NEEDS: Elec hook up -
East Wash Street between Sta (Hart + S. Union) closure

NAME OF ORGANIZATION OR SPONSOR: Veterans - Com. Svc

ADDRESS: 63 Hart St.

CONTACT PERSON: Barb Locke

PHONE: 231-301-1502 FAX: ---

EMAIL: barbara.locke-

X

Barbara Locke

SIGNATURE OF EVENT COORDINATOR/SPONSOR

DATE 8-27-26

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

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

SECTIONS BELOW TO BE COMPLETED BY THE CITY

PROOF OF LIABILITY INSURANCE FOR STREET SOLICITATION: YES OR NO

LOGISTICS MEETING NEEDED: YES OR NO

DEPT. ATTENDING: DPW POLICE EMS HYDRO

PERMIT NUMBER: APPROVED BY CITY COUNCIL/CITY MANAGER

DATE OF APPROVAL/DENIAL: YES OR NO

CONDITIONS:

CITY REPRESENTATIVE'S SIGNATURE:

MEMORANDUM

To: Mayor and City Council

From: Nichole Kleiner, City Manager

Date: September 8, 2026

Re: The Starting Block – Proposed Lease Agreement Update

At the August 25 meeting, Council reviewed the proposed lease agreement with The Starting Block (TSB) as a discussion item and provided direction on several provisions. Staff was also asked to follow up with the City's insurance representative regarding insurance requirements.

Based on Council's direction and the insurance review, the draft has been updated to include the following:

- **Term:** One-year lease with annual renewal subject to City approval.
- **Maintenance:** TSB is responsible for all maintenance, repairs and replacements of the premises, including capital repairs.
- **Lawn/Snow:** TSB is responsible for lawn mowing and snow removal at its cost.
- **Termination:** The without-cause termination notice has been increased from **90 days to 180 days**.
- **Building Insurance:** The City will insure the building on a replacement-cost basis. TSB remains responsible for insurance applicable to its operations and occupancy.
- **TSB Insurance:** The City's insurance representative recommends TSB maintain commercial general liability of at least **\$1 million per occurrence/\$2 million aggregate**, workers' compensation, builder's risk when applicable, and appropriate additional-insured protections for the City.
- **Proof of Coverage:** TSB will provide certificates of insurance at commencement and annually upon renewal.

Next Step

The TSB Board has not yet considered the revised lease and is scheduled to meet **Thursday, September 10**, following this Council meeting.

I recommend allowing the TSB Board an opportunity to formally consider the proposed agreement before requesting final Council action. If TSB accepts the terms, the lease can return to Council for approval. If TSB requests changes, those specific changes can be brought back to Council for consideration. If the parties cannot reach agreement, Council can then determine its final position.

No action is requested at this time.

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 Landlord shall insure the building on a replacement cost basis.

8.2 Tenant shall maintain in effect at all time during the lease beginning on the Commencement Date with respect to the Premises, at Tenant's expense, the following insurance. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Landlord. The requirements below should not be interpreted to limit the liability of the tenant. All deductibles and Self-Insured Retentions are the responsibility of the tenant.

(a) Insurance on tenant's personal property and any tenant improvements and betterments.

(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, with a minimum of \$1,000,000.00 per occurrence 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. Landlord shall be include as an insured.

(d) Workers compensation insurance including Employers Liability Coverage in accordance with applicable law of the State of Michigan

(e) 3. Automobile Liability, including Michigan No-Fault Coverages, with limits of liability not less than \$ 1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

(g) Any policies of liability insurance carried in accordance with this Section 8.2 and any policies taken out in substitution or replacement for any such policies shall include the Landlord, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers (the "**Additional Insured**"), as additional insured. Each 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. All Liability and Property policies shall provide that the insurer shall waive any rights of subrogation against the Additional Insured.

(h) Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: (Member, Attention: , Address, City, Michigan, Zip Code).

(i) 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 Tenant at the Tenant'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 one-hundred eighty (180) 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