

City of Hart, Michigan
CITY COUNCIL AGENDA
September 22, 2026, 7:30 PM
407 State St. – Council Chamber
NOTICE OF PUBLIC MEETING
REGULAR COUNCIL MEETING

1. Call to Order
2. Roll Call – Burillo, Cunningham, Hodges, Mullen, Root, Thomson, Klotz
3. Pledge of Allegiance
4. Approval of Agenda
5. **Public Comments** – *Public comment on any matter other than a scheduled public hearing. We ask that you please limit your comments to 3 minutes.*
6. **Consent Agenda:**
 - a. Approval of Minutes from September 8, 2026
 - b. Bills, Claims, Payroll
 - c. Reports of Boards, Commissions, and Committees
 - d. Department Reports
7. **Action Items**
 - a. Commercial & Industrial Demand Response Program
 - i. City Manager Introduction
 - ii. Presentation from Jillian Davis, Michigan Public Power Agency (MPPA)
 - iii. Council Questions
 - iv. Resolution 2026-44 *Authorize Participation in the Commercial & Industrial Demand Response Program & City Manager to Sign Corresponding Agreements*
 - b. Amended Resolution 2026-43 *Approve Participation in and Adoption of **Revised** Articles of Incorporation for the West Mich Fire Authority*
 - c. Resolution 2026-45 *Purchase of Ventrac Brush Cutter for the Energy Department*
 - d. Resolution 2026-46 *Approve Police Chief Salary Adjustment.*
8. **Discussion Items**
 - a. City Council Work Session from 6-7:30 pm before the October 13th council meeting to discuss capital improvement projects and funding options
 - b. Starting Block Correspondence
 - c. Hispanic Heritage Celebration rescheduled to Friday, Sept. 25 due to rain
9. **City Manager Report**
10. **Communications from the Mayor and Council** (Including board and committee updates)
11. **Adjournment** –

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CITY OF HART
407 S. STATE ST.
HART, MI 49420
REGULAR MEETING OF CITY COUNCIL - COUNCIL PROCEEDINGS
September 8th, 2026
MINUTES –Draft

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

ABSENT: Dean Hodges, and Andrew Mullen

OTHERS PRESENT: City Manager – Nichole Kleiner, City Clerk – Karla Swihart, BioPure Superintendent – Paul Cutter, Hart Police Officer – Andrew Moore, Chistine Juska, Troy Maloney, Rolando Salgado, and Emily Sigler

APPROVAL OF AGENDA:

- C. Burillo motioned to agenda and was supported by K. Thomson
 - Ayes: 5 Nays: 0 Absent: 2

PUBLIC COMMENTS:

- None

CORRESPONDENCE, EVENTS, PRESENTATIONS:

- None

CONSENT AGENDA:

- Approval of minutes from August 25th, 2026
- Bills, Claims, Payroll
- Reports of Boards, Commissions, and Committees
- Department Reports – Police/BioPure/Public Works/Energy/C&E Dvlp
 - C. Burillo moved to approve the Consent Agenda, and was supported by B. Root
 - Ayes: 5 Nays: 0 Absent: 2

ORDINANCES:

- None

ACTION ITEMS:

- Resolution 2026-43 Approve Participation and Articles of Incorporation for 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 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 HART CITY COUNCIL 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.
 - B. Root moved to approve Resolution 2026-43 and was supported by J. Cunningham
 - Ayes: 5 Nays: 0 Absent: 2

SPECIAL EVENTS PERMIT REQUESTS:

- Artwalk Oct 3rd, requesting use of Commons, Parking Lot 1&2, cones, no road closures 11am-2pm – **Approved**
- Washington Street Block Party Oct 2nd 4-7pm, road closure of E Washington between Hart/Union St for a potluck, kid's games and live music – **Approved**

DISCUSSION ITEMS:

- Starting Block Lease agreement update – Updated Council's request from the last meeting. This is still a discussion as the Starting Block has not reviewed the proposed lease agreement.
- Seeking bids for Hart Energy Roof Replacement.
- RFP's Open for Plum Street Realignment Project (due 10/01/2026)
- RFP's Open for New 5-yr Parks & Rec Plan (due 09/25/2026)
- Job Posting for Shared Services "Utility Technician" Posted Internally – will open to the public on 09/23/2026
- Hart Historic District update.

CITY MANAGER'S REPORT:

- **FY 25-26 Audit** will take place next week 09/14-09/18
- **Staff Meetings** – Met/Meeting with all staff to hear feedback on how things are going in each department and in each role, reviewing job descriptions and evaluating salaries based on performance, years of service, and alignment of others in similar-sized communities. Goal setting with each department for the next 1-5yrs. Plans to begin budget & Capital planning for FY 27-28 will begin early December. The City of Hart has an amazing team!!!
- **Employee Handbook** – HR Manager Laci is working on employee handbook updates, with a first draft anticipated by Late October.
- **New Website Update** – got a "first look" at how the new website is coming together – we are SO excited about the progress, consolidating all programs into one system, and the opportunities the new platform offers!! Launch date goal: end of November 2026
- **Vets Park Bricks** - Hats off to the Veterans for the beautiful job replacing the engraved pavers.

Events:

- September 28th, 2026, 5-7pm Future of the Hart Historic District public meeting and open house – hear about what took place over the last 6 months at the district and what the future plans are – goal is to engage new volunteers, board members, officers, and reimagine the district.
- October 3, 2026, 11a-2pm Artwalk & Community Mural Painting Event – Downtown Hart

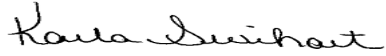
COMMUNICATION FROM MAYOR AND COUNCIL:

- J. Cunningham – Extend my appreciation to the Veterans and City of Hart for the improvement of Vet's Park bricks. My sisters purchased a brick in my name for Xmas and over time you could barely read it, now you can see all the names.

ADJOURN:

- There being no further business to come before the Council, Mayor Klotz adjourned the meeting at 7:52pm. The next regularly scheduled meeting, September 22nd, 2026, at 7:30 pm.

Respectfully Submitted,

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

Karla Swihart, City Clerk

Payables Date 09.23.2026	Description	Total	General +	DPW	Energy	BPTF	Water
Absopure	Water	\$ 65.63			\$ 65.63		
Ace 1 Port-A-Potties	Portable Restroom - JGP Boat Launch	\$ 100.00	\$ 100.00				
American Legal Publishing	Ordinance Publication - Planning/Zoning	\$ 855.00	\$ 855.00				
Blue Cross Blue Shield of Michigan	Retirees Medical Coverage	\$ 4,122.20	\$ 2,061.10		\$ 2,061.10		
Brown, Lindsay	Mileage Reimbursement - ECD Basic Course	\$ 109.44	\$ 109.44				
Cannon Technologies (Eaton)	Electric Meters	\$ 5,940.48			\$ 5,940.48		
Carrier & Gable Inc	Traffic Light Lens	\$ 1,440.00		\$ 1,440.00			
Charter	Fax - PD	\$ 45.40	\$ 45.40				
Charter	Internet - Hart Commons	\$ 125.00	\$ 125.00				
Cintas	Bathroom Supplies - 9/8	\$ 94.37	\$ 94.37				
Cintas	Bathroom Supplies - 9/15	\$ 130.12	\$ 130.12				
Corporate Technologies LLC	Total Advantage Desktop/Server Oct Billing	\$ 1,775.00	\$ 591.67	\$ 295.83	\$ 295.84	\$ 295.83	\$ 295.83
Corporate Technologies LLC	Agreement Backup Tier 1 Native Data	\$ 400.00	\$ 133.33	\$ 66.66	\$ 66.67	\$ 66.67	\$ 66.67
Dave's Party Store	Fuel	\$ 1,038.90		\$ 1,038.90			
Definable Solutions Inc. (Munetrix)	Municipal Site License	\$ 2,709.00	\$ 677.25		\$ 677.25	\$ 677.25	\$ 677.25
Dubois Tree & Land Management	Clearing Powerlines Bike Trail/Enterprise Dr	\$ 3,414.50			\$ 3,414.50		
Echo Publishing	Printing/Publishing	\$ 1,720.00	\$ 1,720.00				
EJ USA Inc	Hydrant Repairs	\$ 464.66					\$ 464.66
First Net	Dept. Hotspots	\$ 313.18	\$ 44.74		\$ 178.96	\$ 44.74	\$ 44.74
Frontier	Fiber Internet - JGP	\$ 99.99	\$ 99.99				
Frontier	Phone Service - DAM	\$ 148.93			\$ 148.93		
Great Lakes Energy	Utilities	\$ 80.86				\$ 80.86	
Hart Cemetery Commission	Summer 2026 Taxes Batch 5/6 Disbursement 5	\$ 10,385.20	\$ 10,385.20				
K & S Garage Door	Control Board - PD	\$ 570.00	\$ 570.00				
Keystone Cooperative	Fuel	\$ 2,710.54				\$ 2,710.54	
Kushner & Company	COBRA Admin. Services	\$ 112.00	\$ 44.80		\$ 22.40	\$ 22.40	\$ 22.40
Lawson-Fisher	2026 DAM Licensing Requirements	\$ 704.22			\$ 704.22		
Lawson-Fisher	2026 DAM WQ Monitoring	\$ 10,005.83			\$ 10,005.83		
Lexipol LLC	PoliceOne Academy Annual Rate	\$ 616.20	\$ 616.20				
Michigan Finance Authority	State Revolving Fund Semi-Annual Payment	\$ 234,788.00				\$ 234,788.00	
Michigan Finance Authority	Overpayment Reimbursement	\$ 48,898.67				\$ 48,898.67	
MPPA	Purchased Power - 9/8	\$ 81,388.09			\$ 81,388.09		
MPPA	Billing Summary - Sept 2026	\$ 120,831.18			\$ 120,831.18		
MPPA	Purchased Power - 9/15	\$ 56,026.75			\$ 56,026.75		
Napa Auto Parts	Parts/Supplies	\$ 135.96		\$ 135.96			
Nutrien AG	Chemicals	\$ 688.34				\$ 688.34	
Oceana County Treasurer	Due to Assessor Tax Yr 2025 020-312-002-00	\$ 10.81	\$ 10.81				
Power Line Supply	Uniforms	\$ 276.50			\$ 276.50		
Power Line Supply	Parts/Supplies	\$ 248.50			\$ 248.50		
Prein & Newhof	2221059 BioPure Facility Construction	\$ 7,209.06				\$ 7,209.06	
Prein & Newhof	2250992 State St Reconstruction	\$ 7,820.50		\$ 7,820.50			
Prein & Newhof	2026 Drinking Water Monitoring	\$ 1,500.00					\$ 1,500.00
Quality Assurance Services	2025 Annual Balance Service/Calibration	\$ 302.00				\$ 302.00	
Quill	Annual Rewards+ Membership	\$ 69.99	\$ 69.99				
T&R Electric	Single Phase Pole Mount W/O Taps	\$ 7,440.06			\$ 7,440.06		
TruGreen	Lawn Service	\$ 61.77	\$ 61.77				
Verizon	Dept. Phones	\$ 354.24		\$ 117.10	\$ 159.84	\$ 77.30	
Verizon	Office Phones	\$ 423.02	\$ 284.97	\$ 29.45	\$ 79.15	\$ 29.45	
Vital Shred/Records	Shredding/Recycling Services	\$ 127.79	\$ 127.79				
Wells Fargo Vendor (RICOH)	Copier Lease Payment	\$ 143.20	\$ 143.20				
Windridge	Truck Decal	\$ 67.50			\$ 67.50		
Windridge	Uniforms	\$ 364.00			\$ 364.00		

	Sub-total	\$ 619,472.58	\$ 19,102.14	\$ 10,944.40	\$ 290,463.38	\$ 295,891.11	\$ 3,071.55
<u>HAND CHECKS/ACH/EFT</u>							
<i>Sub-Total Regular Bills/Hand Checks</i>		\$ 619,472.58	\$ 19,102.14	\$ 10,944.40	\$ 290,463.38	\$ 295,891.11	\$ 3,071.55
Gross Payroll	PR 271 Includes City Council	\$ 82,235.17					
Gross Payroll							
Gross Payroll							
	Sub-Total	\$ 82,235.17					
	GRAND TOTAL	\$ 701,707.75	\$ 19,102.14	\$ 10,944.40	\$ 290,463.38	\$ 295,891.11	\$ 3,071.55



City of Hart Police Department

407 State Street

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

Hart, MI 49420-1259

Juan Salazar, Chief

TO: City of Hart Mayor, City Council, and City Manager
FROM: Juan Salazar, Chief of Police
DATE: September 22nd, 2026

RECENT EVENTS

From Thursday, August 20th, 2026, through Wednesday, September 16th, 2026, the Hart Police Department received 151 complaints ranging from Medical Assists, Juvenile Complaints, Property Damage Crashes, Mental Health Complaints, Animal Complaints, Family Troubles, Suspicious Situations, Disturbances, Larcenies, Fraud Complaints, Disorderly Conduct, Malicious Destruction of Property Complaints, Noise Complaints, and Threat Complaints.

On Thursday, August 20th, 2026, the Hart Police Department was dispatched to the area of Jefferson Street near Union Street regarding a suspected juvenile male with a black rifle with a sling strap over his shoulder walking in the area. The officers searched the area, and after speaking with witnesses, it was determined that an 18-year-old Montague man was walking with a rifle in the area. The officer spoke to the man and verified the rifle was legally purchased and educated the complainant on Open Carry laws.

On Saturday, August 22nd, 2026, the Hart Police Department was dispatched to the 100 block of Church Street regarding a Possession of Dangerous Drugs complaint. It was reported that a 37-year-old Hart man had brought what is suspected to be heroin into the home. The man was interviewed and admitted that the brown/burnt residue inside a copper mesh was heroin. The brown/burnt residue will be submitted to the Michigan State Police Crime Lab in Grand Rapids for further analysis. An investigation is ongoing.

On Sunday, August 23rd, 2026, the Hart Police Department was dispatched to the area of Dryden Street near Chataqua Street, referencing a Malicious Destruction of Property/Larceny complaint. A 28-year-old Hesperia man alleged a 34-year-old Hart man had damaged his vehicle by breaking the rear window and taking/stealing the trailer hitch of the vehicle. It should be noted that the Hesperia man is currently in a relationship with a 33-year-old Hart woman who was in a previous relationship with the Hart man. A report will be submitted to the Oceana County Prosecutor's Office.

On Monday, August 24th, 2026, the Hart Police Department was dispatched to the 800 block of Griswold Street regarding a Parole Violation. A 44-year-old Montague man attended a Probation Meeting and tested positive for Methamphetamine. The man was arrested and lodged at the Oceana County Jail without incident.

On Wednesday, September 1st, 2026, the Hart Police Department investigated Illegal Use of a Financial Transaction Device in the 200 block of State Street. An 87-year-old Hart man reported losing his debit card. The man later began receiving bank statements of suspicious transactions to his bank account. Through investigation, it was determined that a 33-year-old Hart man had used the 87-year-old Hart man's debit card at two (2) locations within the City of Hart and one (1) location in Shelby Township, totaling approximately seven (7) transactions between all businesses. An investigation is ongoing.

Being a police officer isn't just about traffic stops and making arrests. A huge part of what we do is community engagement. Thank you, Sgt. Skipski, for assisting a juvenile with retrieving her shoes that had fallen off while attending the Oceana County Fair!!



One thing about shift work — you're going to work special days, holidays, and all the days in between. That's just part of the job. Thank you, Officer Revilla, for working on your birthday Saturday, 29th, 2026, at the Oceana County Fair to keep everyone safe, Thank you to 102.7 WMOM for delivering Officer Revilla the Birthday Club Winning Cake. Happy Birthday, Officer Revilla!!!



Respectfully,

J. Salazar,
Chief of Police



COMMERCIAL & INDUSTRIAL DEMAND RESPONSE PROJECT MASTER PARTICIPATION AGREEMENT

This Commercial & Industrial Demand Response Project Master Participation Agreement (“Master Participation Agreement” or “Agreement”) is to be effective as of the ___ day of _____ 202__ (the “Effective Date”) and is entered into by and among Michigan Public Power Agency (“MPPA”) and City of Hart, a Member of MPPA (a “Participating Member”).

RECITALS

WHEREAS, MPPA is a joint agency of the State of Michigan created pursuant to the Michigan Energy Employment Act, 1976 PA 448, MCL 460.801 *et seq.* (the “Act”) and comprised of municipal electric utilities each furnishing power, energy, and related services to their respective customers (each a “Member” and, collectively, the “Members”);

WHEREAS, MPPA is governed by a Board comprised of Commissioners (“MPPA Board”) who are appointed by the respective governing bodies of its Members;

WHEREAS, the Act authorizes MPPA to, *inter alia*, undertake administrative, asset, planning, and service projects either related to its Members’ electric generation and distribution systems or otherwise in furtherance of its Members’ provision of electric service;

WHEREAS, on October 15, 2025, the MPPA Board passed a resolution creating the Commercial & Industrial Demand Response Project (“Project”) for the dual purpose of (i) providing commercial and industrial customers of Participating Members in the Project (“C&I Customers”) with access to certain demand response programs provided by one or more aggregators of retail customers engaged by MPPA (“Designated ARC(s)”), and (ii) supplying Members with additional sources of capacity, quantifiable cost avoidance, and other monetizable benefits derived from the demand response resources of participating C&I Customers (“Monetizable Benefits”);

WHEREAS, through participation in the Project, Members will (i) afford their C&I Customers with the opportunity to receive compensation from the Designated ARC(s) for creating demand response resources capable of being monetized in the wholesale markets of the C&I Customer’s regional transmission organization (“RTO”), and (ii) obtain an option to purchase from the Designated ARC(s) through MPPA any Monetizable Benefit produced by the demand response resources of participating C&I Customers at or below the prevailing fair market rate;

WHEREAS, the Board further resolved that

- (i) A committee for the Project (“Project Committee”) be formed;
- (ii) The membership of the Project Committee shall be comprised of persons designated in writing by each Member authorized and electing to participate in the Project through executing the Project’s Master Participation Agreement; and
- (iii) The Project Committee be organized and governed in accordance with Article 5 of the MPPA By-Laws;
- (iv) All expenses of the C&I Demand Response Project be borne by all of the Participating Members in the Project; and
- (v) The CEO & General Manager of MPPA, under the direction of the Project Committee and MPPA Board of Commissioners, shall take such actions and make such expenditures necessary and prudent to establish, effectuate, and administer the Project in the best interests of MPPA and its Members.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. RERRA Authorization.

In order for this Master Participation Agreement to be effective, the governing body of the Participating Member shall, as the relevant electric retail regulatory authority (“RERRA”), pass a resolution (“RERRA Authorization Resolution”), in substantially the form attached as **Exhibit A**, authorizing: (i) the Designated ARC(s) to commercially approach and contract with C&I Customers of the Participating Member for the purpose of aggregating and entering those customers’ demand response resources into the wholesale market consistent with the Project; and (ii) the Participating Member’s C&I Customers to offer their demand response resources into the wholesale market exclusively through the Designated ARC(s).

Section 2. Covenants.

(a) MPPA Covenants. MPPA shall implement the Project as directed by the Project Committee which implementation shall include but not necessarily be limited to the services needed to support the demand response program(s) (each a “Program”) described in the Addendum(s) to this Agreement (“C&I DR Services”), as may be amended from time to time.

(b) Participating Member Covenants. The Participating Member shall provide reasonable assistance in furthering MPPA’s implementation of the Project in the Participating Member’s service territory. Further, the Participating Member agrees to collect rates, rents, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Master Participation Agreement.

(c) Cooperation and Exchange of Information. MPPA and the Participating Member recognize that successful implementation of the Project will require cooperation and frequent

exchanges of information (including, but not limited to, C&I Customer usage and metering information) among MPPA, the Participating Member, the appropriate RTO, and the Designated ARC(s). MPPA and the Participating Member agree to make all reasonable efforts to timely provide to each other, the appropriate RTO, and/or the Designated ARC(s) such information as may be required under this Agreement, as may be required under any agreement between MPPA and the Designated ARC(s), or as otherwise necessary to implement the Project.

Section 3. Demand Response Programs.

(a) Selection. The demand response Programs available to the Participating Member and their C&I Customers are described in the Addendum(s) to this Agreement and may be amended from time to time. After the Participating Member's approval of the RERRA Authorization Resolution, they may select one or more demand response Program(s) in which to participate by having a Commissioner sign the signature page of the applicable Addendum(s).

(b) Participation. Participating Members may choose, at their sole discretion, when to participate and when to terminate said participation in each Program in accordance with this Master Participation Agreement and the participation terms of the applicable Addendum. In the event of suspension, termination, or rescission without cause of this Agreement, an Addendum to this Master Participation Agreement, an Addendum to a Designated ARC's Master Services Agreement(s) with MPPA, a Designated ARC's Master Services Agreement(s) with MPPA, or the Participating Member's RERRA Authorization Resolution, the Designated ARC(s) may continue to serve the existing C&I Customers of the Participating Member for the longer of the applicable suspension/termination/rescission or the C&I Customer's contractual commitment allows the Designated ARC(s) to do so after being notified of a suspension/termination/rescission. In the event a Designated ARC's Master Services Agreement(s) with MPPA, an Addendum to the Designated ARC's Master Services Agreement(s) with MPPA, an Addendum to this Master Participation Agreement, or this Master Participation Agreement is suspended, terminated, or rescinded for cause, each C&I Customers' participation in the demand response Program(s) shall be allowed to continue through the end of the last MISO Planning Year or PJM Delivery Year, as defined herein, in which the C&I Customer is already registered with the applicable RTO. For the avoidance of doubt, existing contractual commitments with C&I Customers may not be extended and new contracts may not be executed upon a suspension/termination/rescission notification unless a C&I Demand Response Project Member's RERRA Authorization Resolution permits Voltus to do so.

Section 4. Governance.

This Agreement shall be administered by a Project Committee as established by the MPPA Board in accordance with Article 5 of the MPPA By-Laws.

Section 5. Accounting.

MPPA Accounting Obligations. MPPA shall keep accurate records and accounts relating to the Project in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. The accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting, to be employed by MPPA. A copy of each

annual audit, including all written comments and recommendations of such accountants, shall be furnished by MPPA to the Participating Member not later than one hundred eighty (180) calendar days after the end of each calendar year.

Section 6. Expenses, Billing, and Payment.

(a) Expenses. MPPA will maintain a record of all costs and expenses of the Project in accordance with generally accepted accounting practices. Each demand response Program will have an account to record costs and expenses incurred with respect to the specific activities for the Program (“Program Costs and Expenses”). The Project will have a general account to record any Project costs and expenses that cannot be attributed to a specific Program (“Administrative Costs and Expenses”). The Participating Members that are in a Program will be responsible for those Program Costs and Expenses, which expenses shall be allocated per the methodology in the Program’s addendum to this Master Participation Agreement. All Administrative Costs and Expenses in the general account shall be allocated to the Participating Members in the Project as follows: Fifty percent (50.00%) democratic and fifty percent (50.00%) based on the load ratio share of a Participating Member’s MWh sales compared to the total of all MWh sales of all Participating Members as reported by the most recent Energy Information Administration (“EIA”) reports / data.

(b) Billing. MPPA shall provide each Participating Member monthly invoices for any cost and expense attributable to the Participating Member’s Program(s) on or around the 10th calendar day of each month for the Member’s participation in the Project during the preceding month.

(c) Payment. Monthly payments required to be paid to MPPA for Project costs and expenses, as invoiced, pursuant to this Section 6 shall be due and payable to MPPA at the principal office of MPPA or bank account of MPPA, or such other address or bank account as MPPA shall communicate in written or electronic form to the Participating Member, on the 25th day of the Month following receipt of the invoice for such costs and expenses, or in the event the 25th day of the Month falls on a weekend or a bank holiday, the next following business day (“Due Date”) within ten (10) business days after the Participating Member’s receipt of the invoice, whichever is later.

(d) Delay-Payment Penalty and Interest. If payment in full is not made on or before the close of business on the Due Date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rate” on such day (or if not published on such day the most recent preceding day on which published), plus two percent (2%), or the maximum rate lawfully payable by the Participant, whichever is less. If the due date falls on a Saturday, Sunday, or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delay-payment charge.

(e) Dispute Process. In the event of any dispute as to any portion of any invoice, the Participating Member shall nevertheless pay the full amount of the disputed amounts when due and shall give written notice of the dispute to MPPA not later than the date such payment is due, if the Participating Member is already aware of the dispute, or within thirty (30) calendar days of

discovering the grounds for the disputed amounts, but only if the Participating Member could not have reasonably been expected to have discovered the grounds for dispute by the original due date. Such notice shall identify the disputed invoice, state the amount in dispute and set forth a full statement of the grounds upon which such a dispute is based. No adjustment shall be considered or made for disputed amounts unless notice is given as required above. MPPA shall give consideration to such dispute and shall advise the Participating Member in writing of its position within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such corrected amount and the invoiced amount shall be subtracted from the next statement submitted to the Participating Member after such determination or, if this Master Participation Agreement has terminated, shall be paid to Participating Member within thirty (30) calendar days of such determination. The Participating Member shall continue to be responsible after the termination of this Agreement for its share of financial obligations associated with this Agreement that accrued during the Initial Term and any subsequent Extension Term of this Agreement.

Section 7. Term.

This Agreement shall become effective as of the date upon which it is fully executed by the parties hereto and shall survive for an initial term of two (2) years (“Initial Term”). Thereafter, this Agreement shall automatically extend until May 31st of the subsequent year and each May 31st of the subsequent year thereafter (“Extension Term”) unless terminated by the Participating Member or MPPA prior to any such automatic extension pursuant to Sections 8, 9, or 13.

Section 8. Default of Participating Member.

(a) Payment Default. Failure of the Participating Member to timely make any payments to MPPA required under this Master Participation Agreement shall constitute an immediate default on the part of the Participating Member. In the event of such a default, the Participating Member shall not be relieved of its liability for payment of the amounts in default and MPPA shall have the right to recover from the Participating Member any amount in default. In enforcement of any such right of recovery, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Master Participation Agreement against the Participating Member, and if the default is not cured within five (5) business days following a written declaration of default by MPPA to the Participating Member, MPPA may, upon twenty (20) calendar days’ written notice to the Participating Member, terminate this Master Participation Agreement and cease and discontinue providing all or any portion of the MPPA C&I DR Services.

(b) Covenant Default. Material failure of the Participating Member to timely and satisfactorily meet the Covenants as required in Section 2 of this Master Participation Agreement shall constitute a default on the part of the Participating Member. In the event of such default, MPPA shall provide the Participating Member with a written description of the covenants required under this Agreement which the Participating Member has failed to satisfactorily meet. If the default is not cured within thirty (30) calendar days following receipt of such declaration of default

by the Participating Member, MPPA may, upon sixty (60) calendar days' written notice to the Participating Member, terminate this Master Participation Agreement and cease and discontinue providing all or any portion of the MPPA C&I DR Services.

Section 9. Default of MPPA.

In the event of any default by MPPA under any covenant, obligation, or term of this Master Participation Agreement, the Participating Member's remedy for such default shall be limited to mandamus, injunction, action for specific performance, or any other available equitable remedy as may be necessary or appropriate, and/or termination of this Agreement upon at least sixty (60) calendar days' written notice to MPPA; provided, however, the date of termination shall be the date which is the latest of (i) sixty (60) calendar days after the date written notification of termination is given, and (ii) the expiration or satisfaction of the Participating Member's obligations with respect to any Power Purchase Commitment, as defined in the Addendum(s) to this Master Participation Agreement. The Participating Member shall continue to be responsible after the termination of this Agreement for its share of financial obligations associated with the services provided by MPPA under this Agreement, including, but not limited to, any obligations and expenses owing to MPPA related to the Participating Member's PPC for which MPPA is not entitled to receive payment from others, that accrued prior to the termination of this Agreement.

Section 10. Abandonment of Remedy.

In case any proceeding or action taken on account of any default shall have been discontinued or abandoned for any reason, the parties shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of MPPA and the Participating Member shall continue as though no such proceedings had been taken.

Section 11. Waiver of Default.

Any waiver at any time by either MPPA or the Participating Member of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Master Participation Agreement, shall not be a waiver with respect to any subsequent default, right, or matter.

Section 12. Liability of Parties.

MPPA and the Participating Member agree that the Project constitutes a separate project of MPPA. The Participating Member shall assert no monetary claims or money damage claims against MPPA for any default or breach of this Master Participation Agreement, and the Participating Member is limited to equitable relief only as provided herein. In addition, the parties agree that under no circumstances shall the financial assets, funds, and accounts and physical assets of any other MPPA project be available to satisfy any of MPPA's obligations to the Participating Member under this Agreement. The sole available recourse for the Participating Member or MPPA for any acts, errors or omissions by the other party, other than the recourse provided under Sections 6, 8, and 9 of this Agreement, shall be the withholding of currently owed amounts or suspension of the provision of services, followed by the termination of this Agreement.

Section 13. Termination.

This Master Participation Agreement may be terminated by either party for any reason after completion of the Initial Term, provided, however, the terminating party provides written notice to the other party of its desire to terminate the Agreement at least one hundred fifty (150) calendar days in advance of the beginning of the first Extension Term. Thereafter, this Master Participation Agreement may be terminated by either party for any reason after completion of the pending Extension Term provided the terminating party provides written notice to the other party of its desire to terminate the Agreement at least one hundred fifty (150) calendar days in advance of the beginning of the next Extension Term. Notwithstanding the foregoing, this Master Participation Agreement may also be terminated pursuant to Sections 8 and 9 of this Agreement.

The Participating Member and MPPA both recognize that charges, fees, expenses, and settlements may survive the term of this Master Participation Agreement. Notwithstanding anything in this Agreement to the contrary, in the event such charges, fees, expenses, and settlements are incurred as the result of services provided under this Agreement, the Participating Member shall continue to remain liable and financially responsible for all costs associated with the charges, fees, expenses, and settlements until they are recovered in full.

Section 14. Amendment.

Except for changes to the Exhibit(s) and/or Addendum(s), included as part of this Agreement, which the MPPA Board of Commissioners approval shall be required to make any changes, any amendments to this Agreement shall be approved by the governing board of each party hereto and executed by a Commissioner of the Participating Member before any such amendment shall be effective.

Section 15. Applicable Law.

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan.

Section 17. Severability.

If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

Section 18. Counterparts.

This Agreement may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

MICHIGAN PUBLIC POWER AGENCY

By _____

Its _____

Attest:

PARTICIPATING MEMBER

By _____

Its _____

Attest:

ADDENDUM 1 – MISO RESOURCE ADEQUACY DEMAND RESPONSE PROGRAM

1. Program Description.

The MISO Resource Adequacy Demand Response Program centers around the engagement, enrollment, and participation of MPPA's Member C&I Customers in the MISO wholesale markets as a Load Modifying Resource ("LMR") or the successors to these instruments, to provide demand response during emergency operating conditions through contracts with one or more Designated ARC(s) (in this Addendum 1, the "Program").

2. Objectives.

Through participation in this Program, Participating Members will (a) incentivize their C&I Customers to participate in demand response activities by being able to earn compensation from the Designated ARC(s) for creating demand response resources capable of being monetized in the MISO wholesale markets, and (b) obtain an option to purchase Zonal Resource Credits ("ZRCs") from the Designated ARC(s) through MPPA as produced by the demand response resources of participating C&I Customers at the prevailing fair market rate or a rate below the prevailing fair market rate. To facilitate the objectives of this Program, the parties anticipate, and acknowledge the benefit of, building up to a rolling forward 5-year ZRC product pipeline that originates from the C&I Customers of Participating Members, where each year this Program rolls forward another year so that it is always at least five (5) Planning Years into the future. Planning Year ("PY") means the period of time from June 1st of one year to May 31st of the following year.

3. Participation.

Upon electing to participate in the Program, Participating Members acknowledge that this Program requires participation by their C&I Customers. Participating Members may discontinue their participation in the Program after two (2) years, without terminating the Master Participation Agreement, upon giving at least one hundred fifty (150) calendar days' written notice to MPPA of their intent to discontinue participation in the Program. The Participating Member's discontinuation notice shall include an effective date of discontinuation, the reasons, if any, for discontinuing in the Program, and an approved written notice to be used by the parties and the Designated ARC(s) in communicating the Participating Member's discontinuation in the Program. At least sixty (60) calendar days prior to the effective date in the notice of discontinuation, the Participating Member shall notify its C&I Customers and MPPA shall notify the Designated ARC(s). After being notified of a discontinuation, the Designated ARC(s) may continue to serve the existing C&I Customers and the C&I Customers may continue to participate in the Program until the later of: (a) the termination date of the related Member's Program RERRA Authorization Resolution or (b) the then current end date of the C&I Customer's contract with the Designated ARC(s). For the avoidance of doubt, existing contractual commitments between the Designated ARC(s) and C&I Customers may not be extended, and new contracts may not be executed upon receipt of a discontinuation notification. Further, the parties acknowledge that MPPA will continue

to work with the Designated ARC(s) on behalf of other Participating Members unless the Program is terminated in the Designated ARC's Master Services Agreement(s) with MPPA.

4. Capacity Option.

(a) Capacity Option Determination. In consultation with the Project Committee, MPPA shall determine whether, in what amounts, and at what price(s) to exercise its annual option with the Designated ARC(s) to purchase any available ZRCs created through the Program. MPPA shall document any determination to exercise the annual option with the Designated ARC(s) by way of an annual written capacity supply analysis and recommendation which shall evaluate the needs of all Participating Members.

(b) Capacity Option Order of Priority. Any ZRCs to be purchased from the Designated ARC(s) pursuant to MPPA's capacity supply analysis and recommendation will be offered for purchase to Members based on the following order of priority: (i) any Participating Member whose C&I Customer(s) originated the ZRCs (the "Originating Member") may, at its discretion, purchase all, some, or none of the ZRCs created by that Originating Member's C&I Customer(s); (ii) any Participating Member may purchase all, some, or none of its proportional share of the remaining ZRCs which proportionate share will be determined by MPPA's capacity supply analysis and recommendation; and (iii) any non-participating Member may purchase all, some, or none of its proportional share of the remaining ZRCs which proportionate share will be determined by MPPA's capacity supply analysis and recommendation.

(c) Capacity Option Purchases. If MPPA exercises its annual option to purchase ZRCs from the Designated ARC(s) on behalf of one or more Member, MPPA shall negotiate and enter into a ZRC transaction confirmation with the Designated ARC(s) under an EEI Master Power Purchase and Sale Agreement. When a Member agrees to purchase ZRCs from MPPA, the transaction shall be treated as a Power Purchase Commitment ("PPC") to MPPA. All such PPCs shall be transacted within the Energy Services Project, as revised from time to time, or such other successor project(s) pursuant to and governed by the terms and procedures of the Energy Services Agreement and Power Supply Risk Management Policy, as may be amended from time to time, or such other successor agreements and policies. For the avoidance of doubt, any obligation or responsibility of MPPA to provide ZRCs purchased from the Designated ARC(s) pursuant to any PPC shall be limited solely to the ZRCs actually delivered to MPPA by the Designated ARC(s). MPPA shall not be liable or obligated for direct or indirect damages, charges, or expenses incurred or suffered by a Participating Member in the event the Designated ARC(s) is unable for any reason to deliver any or all of the ZRCs required by such PPC. MPPA will, however, use its best efforts to (i) resolve any situation or circumstance where the Designated ARC(s) has not delivered the ZRCs as required by the PPC, and (ii) arrange for alternative sources of capacity as may be necessary, if requested by the Participating Member.

5. Participating Member Responsibilities.

Participating Member agrees to recommend the Designated ARC(s) to provide demand response services within its service territory, and will be responsible for certain Program development and ongoing activities with its C&I Customers, including: (a) building C&I Customer interest in the Program, (b) communicating to MPPA C&I Customer prioritization, if any, (c) acting

as a C&I Customer liaison with MPPA on monitoring and measuring Program compliance, (d) liaison with C&I Customers to facilitate processes for installation of the Designated ARC(s) metering technology and/or other equipment that enable efficient enrollment in the Program, and (e) liaison with MPPA and/or the Designated ARC(s) to assist with fulfilling MISO requirements for the registration of C&I Customers in the Program.

6. MPPA Services.

(a) Demand Response Implementation and Related Services. MPPA will oversee the following activity of the Designated ARC(s): (i) identification of, outreach to, and enrollment of C&I Customers in the demand response programs of the Designated ARCs; (ii) installation of necessary customer metering equipment and related technological solutions; (iii) registration of each participating C&I Customer's demand response resources in the wholesale electric market as necessary; (iv) monitoring of market conditions, identification of revenue optimization opportunities, and management of market volatility and other risks; (v) data management and reporting of C&I Customer demand response resource performance and revenues; and (vi) provision of ongoing education and support to Participating Members and their C&I Customers.

(b) Administrative Requirements.

- i. Accounting. MPPA will maintain a record of all costs and expenses of the Program in accordance with generally accepted accounting practices. The Program will have an account to record costs and expenses incurred with respect to the specific activities for the Program ("Program Costs and Expenses"). The Participating Members of the Program will be allocated the Program Costs and Expenses as follows: Fifty percent (50.00%) democratic and fifty percent (50.00%) based on the load ratio share of a Participating Member's MWh sales compared to the total of all MWh sales of all Participating Members as reported by the most recent Energy Information Administration ("EIA") reports / data. Costs and expenses shall be invoiced by MPPA monthly.
- ii. Meetings. MPPA reserves the right to be present at all Participating Member and all C&I Customer meetings with the Designated ARC(s), whether in person or virtual, before, during, and after the C&I Customer's enrollment; provided however, that the aforementioned right does not cause undue delay or unnecessary interference with the C&I Customer's participation.

[Signatures appear on the next page]

PARTICIPATING MEMBER

By _____

Its _____

Attest:

RESOLUTION 2026-44

City Council

City of Hart, Michigan

Oceana County

**A RESOLUTION TO AUTHORIZE THE CITY OF HART TO PARTICIPATE IN THE
MICHIGAN PUBLIC POWER AGENCY COMMERCIAL AND INDUSTRIAL
DEMAND RESPONSE PROJECT**

WHEREAS, the Municipality owns and operates an electric utility system for the sale and distribution of electric power and energy to its retail customers in an annual quantity less than four million megawatt hours;

WHEREAS, the Municipality's electric system is managed by the City Council with the City Council being responsible for setting the rates and terms under which retail customers take electric service therefrom;

WHEREAS, the Municipality is a member of Michigan Public Power Agency ("MPPA") a joint agency of the State of Michigan created pursuant to the Michigan Energy Employment Act, 1976 PA 448, MCL 460.801 *et seq.*, and comprised of municipal electric utilities ("Members") each furnishing power, energy, and related services to their respective customers;

WHEREAS, MPPA is governed by a Board of Commissioners and each Commissioner is appointed by the respective Member's governing body ("Commissioner");

WHEREAS, the purpose of MPPA is to undertake a broad range of administrative, asset, planning, and service projects in furtherance of its Members' provision of electric service to their customers;

WHEREAS, Federal Energy Regulatory Commission ("FERC"), pursuant to Order No. 719, provided that each FERC-approved independent system operator ("ISO") and regional transmission organization ("RTO") must permit qualified aggregators of retail customers ("ARCs") to bid demand response resources on behalf of such customers directly into the organized markets of the FERC-approved ISO/RTO, unless the laws and regulations of the "relevant electric retail regulatory authority" ("RERRA") expressly do not permit a retail customer to participate;

WHEREAS, as set forth by FERC in Order 719, the term "RERRA" means the entity that establishes the retail electric prices and any retail competition policies for customers taking service from the electric system;

WHEREAS, FERC, by way of Order No. 2222, subsequently clarified that that FERC-approved ISOs/RTOs may not accept bids from ARCs aggregating customers of small utilities (*i.e.*, those with a total electric output for the preceding fiscal year not exceeding four million megawatt hours) unless the RERRA allows such customers of small utilities to participate in demand response resource aggregations;

WHEREAS, the City Council is the RERRA for the Municipality's electric system;

WHEREAS, on October 15, 2025, MPPA's Board of Commissioners adopted a resolution approving the Commercial and Industrial Demand Response Project ("Project"); an MPPA project designed to provide commercial and industrial customers of Participating MPPA Members ("C&I Customers") with the opportunity to receive compensation for their creation of demand response resources capable of being monetized in the organized markets of their RTO while also providing MPPA Members (through MPPA) an option to purchase, at or below the prevailing fair market rate, any Monetizable Benefits (which term includes various capacity products and related quantifiable cost avoidance) produced by the demand response activity of the participating C&I Customers;

WHEREAS, MPPA's Board of Commissioners further resolved that

- (i) A committee for the Project ("Project Committee") be formed;
- (ii) The membership of the Project Committee shall be comprised of persons designated in writing by each Member authorized and electing to participate in the Project through executing the Project's Master Participation Agreement;
- (iii) The Project Committee be organized and governed in accordance with Article 5 of the MPPA By-Laws;
- (iv) All expenses of the Project be borne by all of the Participating Members in the Project; and
- (v) The CEO & General Manager of MPPA, under the direction of the Project Committee and MPPA Board of Commissioners, shall take such actions and make such expenditures necessary and prudent to establish, effectuate, and administer the Project in the best interests of MPPA and its Members.

WHEREAS, the Project directs MPPA to engage and designate one or more ARC(s) ("Designated ARC(s)") that will: (i) enroll and compensate C&I Customers who engage in certain organized demand response activities; and (ii) convert the resulting demand response resources to Monetizable Benefits in the RTO(s) of the C&I Customers;

WHEREAS, as part of the Project, MPPA is responsible for managing the contractual relationship with the Designated ARC(s) and will specifically oversee the following activities of the Designated ARC(s):

- (i) Identification of, outreach to, and enrollment of C&I Customers in the aggregated demand response programs of the Designated ARC(s);
- (ii) Installation of necessary customer metering equipment and related technological solutions;
- (iii) Registration of each participating C&I Customer's demand response resources in the wholesale electric market as necessary;
- (iv) Monitoring of market conditions, identification of revenue optimization opportunities, and management of market volatility and other risks;

- (v) Data management and reporting of C&I Customer demand response resource performance and revenues; and
- (vi) Provision of ongoing education and support to Participating Members and their C&I Customers.

WHEREAS, MPPA has or will execute a Master Services Agreement with one or more Designated ARC(s) (“Master Services Agreement(s)”) which Designated ARCs are obligated to contract with and provide various demand response services to C&I Customers of Members participating in the Project;

WHEREAS, in order to participate in the Project, MPPA Members must execute and abide by a Commercial and Industrial Demand Response Project Master Participation Agreement (“Master Participation Agreement”), whereby they may choose to opt into one or more programmatic addendums thereunder which may be added or amended from time to time;

WHEREAS, the City Council of the City of Hart has determined that the demand response resources of its C&I Customers may provide a valuable new source of local capacity, be an important new tool for longer-term resource adequacy planning and capacity procurement, assist the Municipality in complying with its resource adequacy requirements and capacity obligations, and/or serve the best interests of the Municipality’s C&I Customers by enabling their access to the wholesale market to supply demand response products in exchange for local economic benefits;

WHEREAS, the City Council of the City of Hart has determined that it will be beneficial to enable the Municipality’s C&I Customers to aggregate their demand response resources by contracting with the Designated ARC(s) as part of MPPA’s Commercial and Industrial Demand Response Project; and

WHEREAS, the exclusive purpose of this resolution is to enable the Municipality to join in MPPA’s Commercial and Industrial Demand Response Project so that the Municipality and its C&I Customers may enjoy the benefits of participating in the demand response program(s) provided by the Designated ARC(s) and overseen by MPPA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Municipality:

SECTION 1. *The Municipality is authorized to execute the Master Participation Agreement permitting the Municipality to participate in MPPA’s Commercial and Industrial Demand Response Project along with any current or future programmatic addendums the Municipality’s Commissioner deems are in the best interest of the Municipality.*

SECTION 2. *After the Municipality executes the Master Participation Agreement and until either the termination of the active addendum(s) to the Master Participation Agreement or rescission of this Resolution, whichever occurs first, the Municipality’s C&I Customers are authorized to contract with the Designated ARC(s) to aggregate their demand response resources*

in accordance with the terms of the Commercial and Industrial Demand Response Project, Master Participation Agreement (as well as any applicable addendums thereto), and Master Services Agreement(s) (as may be amended from time to time). However, in the event of suspension, termination, or rescission without cause of an active addendum to the Master Participation Agreement, of a Designated ARC's Master Services Agreement(s) with MPPA, or of this Resolution, the Designated ARC(s) may continue to serve the existing C&I Customers of the Municipality for the longer of the applicable suspension/termination/recission or the C&I Customer's contractual commitment allows the Designated ARC to do so after being notified of a suspension/termination/recission. If, at any time after its adoption, this Resolution is withdrawn without adoption of superseding procedures, the Municipality's C&I Customers shall be prohibited from either entering into new contracts or extending existing contracts with the Designated ARC(s) to aggregate demand response resources.

SECTION 3. *The Municipality's authorization of its C&I Customers to contract with the Designated ARC(s) to aggregate their demand response resources as provided herein does not constitute or confer a franchise, grant, exclusive license, or other property right. Rather, the right created by this authorization is in the nature of a revocable non-exclusive license.*

SECTION 4. *Notwithstanding Section 2 of this Resolution, in the event a Designated ARC's Master Services Agreement(s) with MPPA, an Addendum to the Designated ARC's Master Services Agreement(s) with MPPA, an Addendum to the Master Participation Agreement, or the Master Participation Agreement is suspended, terminated, or rescinded for cause, each C&I Customer's participation in the Designated ARC's demand response Program(s) shall continue through the end of the last MISO Planning Year, June 1st of one year to May 31st of the following year, in which the C&I Customer is already registered. For the avoidance of doubt, existing contractual commitments between the Designated ARC(s) and the C&I Customers may not be extended and new contracts may not be executed upon a suspension/termination/recession notification unless this Resolution permits the Designated ARC(s) to do so.*

SECTION 5. *If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.*

SECTION 6. *This Resolution shall take effect at the earliest date allowed by law.*

FURTHER, BE IT RESOLVED, *that any resolution(s) and parts of resolution(s) are, to the extent of any conflict with this resolution, rescinded.*

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

ARTICLES OF INCORPORATION WEST MICH FIRE & RESCUE AUTHORITY

These Articles of Incorporation (“Articles”) are adopted for the purpose of creating the West Mich Fire & Rescue 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 & Rescue 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 & Rescue Authority incorporated under the provisions of Act 57.

C. **Board** means the Authority’s governing board.

D. **Emergency Services** means fire protection services- [\(including non-medical first responder services\).](#)

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 a minimum of seven Commissioners, with 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.

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 the following formula (the "Formula"): (1) one-third of the total amount shall be allocated in proportion to the state equalized value of all real property located within that Incorporating Municipality compared with the combined state equalized value of all real property located within all Incorporating Municipalities; (2) one-third shall be allocated equally among the Incorporating Municipalities (for example, if there are five Incorporating Municipalities, each Incorporating Municipality shall be allocated 20% of this component); and (3) one-third shall be allocated in proportion to the number of fire and emergency service runs occurring within each Incorporating Municipality during the prior fiscal year compared with the combined fire and emergency service runs occurring in all Incorporating Municipalities during that fiscal year. 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, state equalized value shall be determined as of the prior December 31, 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. **Chief Administrative Employee.** The Board shall hire a Fire Chief, who shall serve as an at will employee of the Authority and the Chief Administrative Employee of the Authority. The Fire Chief shall serve at the pleasure of the Board. 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 including, but not limited to, employing necessary firefighters and emergency services personnel.

B. **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~~

Abe Kurzer

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 & Rescue 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

AMENDED RESOLUTION 2026-43

*City Council
City of Hart, Michigan
Oceana County*

**RESOLUTION APPROVING PARTICIPATION IN AND *REVISED* 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 *revised* 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 *Revised* 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 *Revised* 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 *Revised* 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



Prepared For:

Mike
City of Hart

Sold & Serviced by:

Spartan Turf Products
Aj Rings
487 W. Division St
Sparta, MI 49345

VENTRAC

V-PLUS WARRANTY

All new Ventrac tractors and attachments purchased in the United States and Canada are covered by Ventrac's V-Plus Warranty, so you can purchase with confidence! Under the V-Plus, we will repair, replace, or adjust any part manufactured by Venture Products, Inc. that is defective in material and/or workmanship.

2-Year Commercial Limited Warranty

SSV/3000/4000 series tractors and attachments

- 2 years with **unlimited** hours

Engine Warranty*

Covered by engine manufacturer

- Briggs 3/LC = 2-year w/ 3rd major parts only
- Briggs V-twins = 3-year
- Kawasaki V-twins = 3-year
- Kubota 3 cylinder = 2-year or 2000 hours** with 3rd year major parts only or 3000 hours**

*Please refer to the engine manufacturer's warranty statement included in your owner's manual.

** Whichever occurs first

Exclusions

Replacement parts - limited to 90 days



Limitations and Conditions

Ventrac equipment, including defective parts, must be returned to your authorized Ventrac dealer within the warranty period. The warranty extends to the cost to repair or replace (as determined by V.P.I.) the defective part. The expense of pickup and delivery of equipment, service call drive time or any transportation expense incurred for warranty repair is the responsibility of the owner. Proof of purchase may be required. Warranty work must be completed by an authorized Ventrac dealer.

This warranty extends only to Ventrac turf equipment operated under normal conditions and properly serviced and maintained. The warranty does not cover repair of damage due to normal use, wear and tear, maintenance services, repair of damage related to abuse, neglect, accident or use of the turf equipment which is not in accordance with operating instructions in the operator's manual, or damage resulting from repair of Ventrac turf equipment by person or persons other than an authorized Ventrac service dealer or the installation of parts other than genuine Ventrac parts or Ventrac recommended parts.



Pricing Quote

Quote #: 118337-1001
Contract #: 112624-TTC

Date Quoted: September 3, 2026
Quote Expires: October 3, 2026

Prepared For:

Mike
City of Hart

Prepared By:

Spartan Turf Products
Aj Rings
487 W. Division St
Sparta, MI 49345

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	MZ480 (39.55119)	Attachment: BRUSH CUTTER MZ, MZ480 Brush Cutter	5,720.00	5,720.00
TOTAL USD \$			5,720.00	

RESOLUTION 2026-45

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

AUTHORIZE PURCHASE OF VENTRAC BRUSH CUTTER FOR THE ENERGY DEPARTMENT

WHEREAS, the City of Hart Energy Department has identified the need for a brush cutter to support vegetation management and maintenance activities within the electric utility system; and

WHEREAS, Spartan Turf Products has provided the City with a quote dated September 3, 2026, for one Ventrac MZ480 Brush Cutter in the amount of \$5,720.00; and

WHEREAS, the equipment is available through Sourcewell Contract No. 112624-TTC; and

WHEREAS, Chapter 210 of the City of Hart Codified Ordinances provides that purchases of routine or operational equipment exceeding \$5,000 shall be approved by the City Council;

WHEREAS, the Energy Department currently has \$44,662 remaining in its budget for contracted tree-trimming services; and

WHEREAS, acquisition of the brush cutter will allow Energy Department personnel to perform additional vegetation clearing and right-of-way maintenance in-house, reducing reliance on contracted tree-trimming services and allowing a portion of the remaining budgeted funds to be redirected toward equipment that will provide an ongoing operational benefit to the department;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hart hereby approves the purchase of one Ventrac MZ480 Brush Cutter from Spartan Turf Products through Sourcewell Contract No. 112624-TTC in the amount of \$5,720.00, in accordance with Quote No. 118337-1001 dated September 3, 2026.

BE IT FURTHER RESOLVED, that the \$5,720.00 purchase shall be funded from the Energy Department's remaining budgeted funds for contracted tree-trimming services, recognizing that use of the equipment by Energy Department personnel is expected to reduce the amount of contracted vegetation-management work otherwise required.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the documents necessary to complete the purchase.

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

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

RESOLUTION 2026-46

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

APPROVE POLICE CHIEF SALARY ADJUSTMENT

WHEREAS, the City Manager has completed a review of the Police Chief's compensation and recommends an adjustment to the Police Chief's annual salary; and

WHEREAS, the Police Chief is an appointed City official whose compensation is subject to approval by the City Council; and

WHEREAS, the City Manager recommends increasing the Police Chief's annual salary from \$84,773 to \$87,316, effective September 7, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hart hereby approves the City Manager's recommended adjustment to the Police Chief's annual salary from \$84,773 to \$87,316, effective September 7, 2026.

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

Ayes: _____ Nays: _____ Absent: _____

Karla Swihart, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Nichole Kleiner, City Manager

Date: September 22, 2026

Re: The Starting Block – Lease Discussion and Request for Additional Time

The Starting Block Board recently met and was presented with the proposed new lease for the City-owned facility.

I recused myself from the meeting when discussion of the lease began. Following the meeting, Board Chair Bill Small informed me that the Board is not prepared to execute the proposed lease at this time and would like additional time to recruit a new director and determine the future direction of the organization.

The Board is requesting an additional three to six months for that process.

Interim Director Jane Dosemagen has also requested that the attached information regarding The Starting Block's current tenants, programs, history, community impact, strategic planning and facility needs be provided to Council for consideration.

At Council's previous discussion, Council indicated a willingness to either:

1. Offer The Starting Block the proposed new lease for \$1 per month for 12 months; or
2. Make the facility available through an RFP process to determine whether there is other interest in use of the City-owned property, with The Starting Block also eligible to submit a proposal.

Given The Starting Block's request for additional time, I am bringing the matter back to Council for direction.

If Council wishes to provide additional time, I recommend establishing a specific timeframe and clearly documenting the terms under which The Starting Block may continue occupying the facility during that period. Alternatively, Council may maintain its previous direction regarding the proposed 12-month lease or proceed with an RFP for the facility.

Summary of Attached Information Provided by The Starting Block:

The Starting Block reports that it currently serves 18 businesses, including licensed kitchen users and office tenants, and has assisted more than 170 clients over its approximately 20-year history, with a number of former clients going on to establish or expand food-related businesses.

Current focus: supporting entrepreneurs with licensing, food production, packaging, labeling, training and business development, while pursuing partnerships, grants, expanded programming and greater use of the facility.

Facility and funding needs include repairs to the walk-in cooler/freezer areas, water-damaged storage, ceiling tiles, energy-efficiency improvements, signage, marketing and support for staffing costs.

The document also outlines the significant grant funding and partnerships that helped establish the facility and programs, as well as the City's financial and operational support over the years.

The Starting Block states that it is currently seeking new leadership and determining its future direction, including its relationship to the facility.

Hello City Council Members,

Here is some current information about The Starting Block, along with our history and support over the years. We think it may be helpful since many of you were interested and wanted to learn more about us.

Thank you very much for reviewing this and thank you for all the time and effort you put into this organization over the past years and even more during the past couple of months.

-Jane Dosemagen, Interim Director

Current Licensed Kitchen Users

Blame Monday – roast coffee in their own installed roaster	Brian Prescott and John Nagel
BustersQ – BBQ, corn muffins, macaroni and cheese food truck	Jeff & Sandy Eggers
Chavela's Food Truck – Mexican foods	Isabel & Roman Rosas
Dark Water Roasting Co. – roast coffee in their own installed roaster, hot chocolate, teas	Tony & Lauren Dematteo
El Camino Hot Sauce	Carmelita Wilson
El Cardenal – tortilla chips fried in their installed fryer, asparagus tamales, hot and mild salsa	Altagracia Contreras
Frankly Sully's – Hot Dog Food Truck	Charlie Sullivan
Hummingbird Homestead Grazing Co. – Catering	Caryn Dykman
Joyfilled Catering	Janet Boardwell
Liberty Family Farms – store pallets of free range meat	Dennise Wright
MF Seasoning Co – Seasoning Salts	Toni Turczyn
MI Hot Honey	Riley Stohr
Naan Denomination - Naan sandwiches in mobile food trailer	Julie Lyzenga
Poppy Doug Farms – tea drink mix	Tina Amante
Prado Foods LLC – Asparagus soup	Joe Prado
Rizzo's – Bagels, Pizzas, Focaccia, Breakfast sandwiches	Trevo Lehw
Sassy Seasonings – Seasoning Salts	Lisa Dutcher
Stony Lake Toffee	Cathy Lazar

Current Office Tenants

Arctic Foods	Clarence Rudat
Hope Takes Root	Melissa Grondsma
JT Tax Advisory	Gerald Thorne
Return to Wholeness	Annette Fortino
Spellbound 3D	Matt Gilland
Summit Lab	Tom Krueger
West Shore ESD	Teachers

Graduates and their impact on the community

The Community Impact section of our Sustainability Plan which you received is updated to currently serving 18 businesses and the list of graduate successes is expanded to several more businesses. These are former clients who started or worked out of The Starting Block and have become regional and national brands or have expanded into their own manufacturing facilities:

- Ice Box Brand Ice Cream producing Ice Cream Bar Treats
- B & B Farms producing Canola Oil from their farm's canola plants
- Arctic Foods producing fruit toppings
- Trail's End Bakery with a food truck of baked goods and a restaurant
- Good Life Granola
- Wee Bee Jammin with their own shop of jams and goods
- Kojo Jerky producing vegan jerky
- North Beach Foods producing Vegan Brie en Croute
- Mother Mary's Canning producing a wide variety of pickled and canned vegetables
- Semifreddo producing a custard/ice cream- like frozen dessert
- Uncle Gene's Backwoods Pretzels
- Ellis Infinity, producing bottled hibiscus tea
- Mandingo Pickles
- Lomonaco Sicilian Coolies
- TCB Food Processing
- Herkner's Cherry Topping
- Ginger Rx Juice Shots
- Barlow's Gourmet Sauce
- Eliza's Quest Foods, producing Postum, an instant coffee substitute

These graduates created local food businesses along with over 170 clients at The Starting Block over 20 years, helping the local economy by creating food products for sale, creating jobs, and supporting the local businesses, especially grocery and other stores, and hotels in Hart.

Strategic planning

Our vision is to keep helping get businesses get started – working with MDARD and the Health Department to get clients licensed and to help with packaging, labeling, batching up recipes, and using the proper and the proper equipment for their products. We are working more with local economic development by continuing our coffee chats for small business owners which inspire attendees and bring awareness to The Starting Block. We also hope to work with the City of Hart on economic development. We'd like to work on EDA grants, request funds from the Oceana Community Foundation, MDARD, MSU, WMSRDC and partner more with the city's economic development and community events.

In 2024, our board spent many meetings together with community members and drafted the following strategic planning initiatives:

1. Client Success and Program Enhancement

- Strengthen and showcase client success stories to attract new entrepreneurs.
- Leverage extensive experience and expertise of staff to provide high-quality programs and support services.
- Continuously upgrade and maintain facility and equipment to ensure top-notch resources for entrepreneurs.

2. Partnerships and Collaboration

- Forge stronger partnerships with local high schools and colleges to tap into emerging talent through Ag programs.
- Collaborate with research and development (R&D) initiatives to support local food processors and promote innovation.
- Share success stories and achievements with legislators and state agencies to advocate for support and funding.

3. Business Development and Mentorship

- Formalize and expand the business mentoring program, leveraging resources from MSU Product Center and SCORE.
- Explore opportunities for grant funding from various sources to support startups and ongoing operations.
- Tap into the growing food truck industry and support entrepreneurs in this sector with resources and mentorship.

4. Expansion and Utilization

- Utilize unused space for meetings, workshops, and additional services to maximize facility utilization.

- Explore partnerships with investment groups to connect investors with promising startup ventures.
- Collaborate with MSU 'Spartan Innovations' and Muskegon 'Innovation Hub' to access resources and support for entrepreneurs.

5. Community Engagement and Retail Space

- Create a retail and community gathering space within the facility to promote local products and events.
- Foster broader collaboration with partners including banks, food processors, colleges, and MSU Extension to support entrepreneurship.
- Develop educational programs and workshops to empower entrepreneurs and enhance regional and statewide recognition.

6. Financial Sustainability and Value Addition

- Secure corporate sponsorships to ensure financial sustainability and support ongoing programs and operations.
- Explore opportunities for upcycling agricultural crop excess and obtaining USDA Value Added and MDARD Grants.
- Engage business leaders as mentors to provide guidance and support to budding entrepreneurs.

7. Measurable Results and Marketing

- Focus on increasing revenue, awareness, and client/business growth as key performance indicators.
- Implement an overall marketing campaign and increase collaborations with partners to promote services and attract new clients.

Current Needs for Grant requests

- Fix outside cement wall around the walk-in cooler/freezer
- Fix indoor walk-in cooler
- Build vestibule in front doorway for better energy efficiency
- Repair water damaged storage area
- Install ceiling tiles
- Marketing
- Dollars toward salary or health insurance
- New Signage outside

What May Happen if The Starting Block Didn't Exist

The City of Hart would appear to be less small business friendly, failing economic development for this area, and missing out on the opportunity to welcome the many small businesses that come here to visit and use The Starting Block.

Clients would be put out of business and new job creation and employment would end. It is the livelihood for at least 2 tenants who work full time on their products and have people hired to help them in their businesses. It is doubtful that any other facility would allow a chip fryer to be installed, 2 coffee roasters to be installed, and have the use of a huge warehouse space and walk in coolers and freezers. The nearest kitchen incubator is Kitchen242 in Muskegon which is small and overflowing with kitchen users.

Other tenants who work out of The Starting Block in spring until fall also depend on their income from the markets. Jobs would be lost. There are no near-by kitchens for people to produce their food products for the many local farmers markets in the area. Local food stores would be without locally produced products. Even if other locations could be found to process, sales would be lost in the transition and incomes affected. It would also put the office tenants out of business or seeking new locations.

There would be no local food testing for the many local larger food processors who currently can get their food testing results done by Summit Lab often the same day, otherwise with a longer wait time for test results and more expense when sending away for testing.

The Starting Block History - how we got to where we are with lots of support

Talks started in 2002 with several organizations to propose a kitchen incubator in the West MI area. The group was formed in 2001 named the MPPA (MI Partnership for Product Agriculture) and was chaired by MIFFS (MI Integrated Foods and Farming Systems). The groups involved were MDA, MEDC, MIFFS, MSU, USDA, and the MI Farm Bureau.

*1st grant in 2003 was granted to MIFFS. It was a USDA Rural Business Enterprise Grant for \$283,700 plus a \$40,000 Planning Grant from MEDC, which was a supplemental grant. The funds contracted for a feasibility study which was completed in 2004. The funds also provided dollars for purchasing used equipment, a renovation plan and repairs, and salary.

Further start-up support, including In-kind support, came from MDA, MSU, MEDC, EDC, West Shore Community College, and MPPA.

June 2005 – registered as a non-profit Michigan corporation and incorporated on June 6, 2005

August 2005 – signed lease with option to purchase the building with Hughes and Sons, and also purchased used equipment. Office space rental available for local entrepreneurs.

October 2005 – Jim and Jane hired

October 2005 – October 2006 – Kitchens were renovated. The feasibility study estimated a cost \$1.2 million to get The Starting Block off the ground but only a third of that, \$400,000, was required thanks to the extensive networking and hard work of staff and volunteers.

October 2006- kitchen licensed by MDARD and non-profit 501(c)3 status granted

*MSU 'Project GREEN' grant for \$16,000

*Funding from Community Foundation for Muskegon County

* Funding from MDARD – Food Safety Grant for Education in 2006

* Funding from Consumers Energy - \$1,000

* Funding from Oceana County - \$5,600

* Received funds in 2006 and 2007 from Mason Counties and Newaygo Counties, West Shore Community College, cash and in-kind donations from MSU, Shelby State Bank, Hughes Builders, Muskegon Area ISD, and private donors.

*2007 – 2008 – Fremont Area Community Foundation - \$5,000 start up grant

*2008 – Buzz on Biz grant from People's Fund with Great Lakes Energy and an extra \$1,000 from Oceana County Community foundation for a business class with middle/high schoolers

*2008 – \$30,000 MDA grant to help growers from WIRED (West MI Economic Development) and MIFFS for education to growers and food producers and Value Added

*2008 – 2011 – The Starting Block applied for a \$250,000 grant from US Department of Commerce/EDA and requested that the City of Hart co-apply for a \$250,000 MEDC/CDBG (MI Community Development Block Grant) from the State of Michigan to purchase the building and to purchase equipment. The MEDC/CDBG grant stipulated that the city be the applicant and the job creation requirements be completed by The Starting Block within 3 years. The Starting Block previously paid rent to Hughes Builders of Muskegon, then took a short term loan from Shelby State Bank to help pay for the building. When grant funds were received by the City of Hart, a check was issued to The Starting Block to pay off the bank loan on July 22, 2008. We closed on the building on 4/23/08. These 2 grants combined paid the \$400,000 for the building and \$100,000 for equipment. Work performance for job creation began 2/1/08 and the final report was submitted on 1/31/11. We created 15 full time equivalent jobs which were jobs held here by people hired by owners of the small food businesses. Through extensive reporting, we fulfilled the obligations of the grant. We were given the opportunity to choose who would take ownership of the building. We opted for the City of Hart to own the building. The 15 years stated in the grant began 2/1/08 and ended 1/1/23. The lease-management agreement was signed by Ron Steiner and Clancy Aerts for 10/15/08 – 9/23/23 saying The Starting Block maintains the building and counts on the city's support.

The City of Hart Manager sits on The Starting Block Board – letter signed 9/19/08.

*2010 – 2011 – MDARD Specialty Crop Grant \$75,000 for staff and client food safety training including Scheduled Processing, HAACP, ServSafe, entrepreneurial education, and creation of a food safety newsletter

*2011 – MDARD Food Safety Grant for staff education

*2012 – MEDC grant to build USDA building and equipment – West Central MI Incubator Collaborative grant with The Stream through Newaygo's Economic Development Office, both groups receiving \$225,000. This grant was for entrepreneurial training, marketing, one-on-one training, and the building of the USDA facility. This is a separate building from the grant with the city for the main building. It was built for USDA meat production and is currently used for coffee roasting and is available for pasteurizing. At the Starting Block's board meeting on July 30, 2012, Stan Rickard said he'd check on the ownership of this new building. There was no report back to the board and it was assumed to also be the city's building.

2012 – 2016 – Custom Drying Solutions and Drum Drying Resources installed their drum drying equipment at The Starting Block, attracting researchers from around the world to experiment and test products, leading to many solutions for dried foods including the redevelopment of Postum

*2014 or 2015 – MDARD grant for \$37,500 to purchase the vat pasteurizer and fill line

*2014 – 2015 - MDARD grant to start the Grow Benzie Kitchen Incubator (\$11,250 to us and \$11,250 to Grow Benzie)

*2015 – People's Fund, Great Lakes Energy Grant

July 14, 2015 – Ron Steiner retired as Director and Board President. Jane appointed as Interim Director.

October 24, 2016 – Jane appointed as Director.

*2016 – Value Added Grant with Michigan Freeze Pack (\$100,000 with \$86,240 to Freeze Pack and \$13,760 to The Starting Block (this was a matching grant) Our role was to administer the grant and theirs was to start a hashbrown potato product to keep workers onboard throughout the winter months

We applied for other grants at this time which we didn't receive. Most grants had to be matched and we were low on funds. We tried other avenues including getting used equipment, fixing it and selling it.

In 2016, the City of Hart started to snow blow, mow, and provide electric and water/sewer payments as The Starting Block's funds were low. In 2017, the city started to pay for our dumpster and gas. In 2018, Stan reported to our board that we had 'unanimous city council support'. The city started to pay part of the property insurance in 2018.

June 2019 – 2024 – To make money, The Starting Block co-packed Vegan Brie en Croute, 'Mindwell' healthy bites and bars, and 'Kojo Vegan Jerky'. Previously we co-packed for Herkner Cherry Topping.

February 2022 – Stan retired from our board.

2023 – Ron Steiner retired from the board.

November 21, 2023 – At our board meeting Rob Splane, City Manager, said we should eliminate using enterprise funds in the next 5 years and meet about the lease and the city's budget for building maintenance.

April 27, 2024 – Rob said enterprise funds are not for paying utilities. He said the city would like their dollars to go instead to The Starting Block's building structure, economic development grants, public events to highlight The Starting Block, and community awareness. We offered to pay our utilities at that time, but Rob said to look at our financial stability for the next 5 years.

The board met throughout 2024 with other invited partners to discuss strategic plans including paying a fair wage and benefits to our director, marketing, R & D for local processors, community meetings and a gathering place, and broader collaboration with partners.

November 3, 2025 – Nichole, new City Manager, asked The Starting Block to take on utility expenses starting in January 2026. She also asked what the building needed and what the city could provide. We said new entry doors or a vestibule which she would include in the 2026 – 2027 budget and fixing the damaged insulation from the roof leaks.

January 2026 – The Starting Block began to pay for utility expenses.

September 2026 – After a few attempts at hiring a new director over the past 2 years, we are looking for new leadership and a new lease or purchase of the building