

**2026 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SHARING
URBAN SERVICES**

This Agreement, made this _____ day of _____, 2026, between Rutland Charter Township, 2461 Heath Road, Hastings, Michigan, 49058 (the “Township) and the City of Hastings, to 201 East State Street, Hastings, Michigan, 49058 (the “City”), amends specific provisions of the Intergovernmental Agreement For Sharing Urban Services, dated August 13, 2012, between the Township and the City (the “Intergovernmental Agreement”), pursuant to Section 8.1, titled “Amendment,” of the Intergovernmental Agreement to facilitate the specific terms of an Urban Services and Economic Development Agreement for the creation of the 4th Urban Services District).

NOW, THEREFORE, the City and Township agree as follows:

1. Amendment to Section 2.1. Section 2.1, “Definitions,” of the Intergovernmental Agreement is amended to change the definition of “Future Urban Services District” in subsection B. to read as follows:

“Future Urban Services District” means the additional contiguous area(s) within the Urban Services Eligibility Area which may, from time-to-time in the future, be added to the Initial Urban Services District in accordance with Article IV of this Agreement, unless the Township and City agree to add to the Initial Urban Services District a non-contiguous area(s) within the Urban Services Eligibility Area.

2. Amendment to Section 4.2. Section 4.2, “Considering Whether to Establish Future Urban Services District,” of the Intergovernmental Agreement is amended to change subsection A. to read as follows:

A. The proposed Future Urban Services District must consist of property in the Township with significant contiguity to the Urban Services District (as such District has been agreed upon in the Urban Services Agreement or as it has been modified by agreement of the parties). Thus, there must not be gaps, or contiguity created by a common point, narrow right-of-way, or other artificial connection, unless the Township and City agree to a proposed Future Urban Services District that consists of property in the Township within the Urban Services Eligibility Area that does not have contiguity to the previously established Urban Services District(s).

3. Amendment to Section 3.3. Section 3.3, “Township to Proceed with Special Assessment District or Other Funding of the Intergovernmental Agreement,” is amended to read as follows:

It is agreed that the most appropriate means of financing a Project will likely be by the sale of bonds, and establishing a township

special assessment district (“SAD”) to repay the principal and interest on such bonds over a period of years. The Township may at its discretion seek alternate methods of funding in lieu of or in addition to an SAD, which may include an agreement with the owner of property benefited by a Project or an affiliated entity and the City to bear some or all of the costs and related expenses incurred by the Township and/or City with respect to a Project, on such terms and conditions as shall be agreed-upon in writing by such owner/entity and the Township and/or City. If the Urban Services Agreement is entered into in the manner provided in Section 3.2, above, and if the Township elects to pursue the establishment of a special assessment district as a means of providing funds for a Project, the steps set forth in Section 3.4 shall apply. If one or more other sources of funding are determined to be appropriate, steps shall be taken to pursue such other sources of funding.

4. Ratification. The Intergovernmental Agreement is in all other respects hereby ratified and confirmed.

5. Counterparts. This Agreement may be simultaneously executed in counterparts, both of which shall be an original and together shall constitute one and the same instruments.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses:

CITY OF HASTINGS

By _____

David J. Tossava

Its: Mayor

By _____

Linda Perin

Its: Clerk

Witnesses:

CHARTER TOWNSHIP OF RUTLAND

By _____

Marty Mayack

Its: Supervisor

By _____

Robin Hawthorne

Its: Clerk