



City of Hart, Michigan
H.E.A.R.T. BOARD

October 8, 2025, 2:00 PM
Hart City Hall Community Center, 407 State Street, Hart, Michigan

AGENDA

- 1. Call to Order**
 - a) Roll Call (Scott Beal, Catalina Burillo, Sue Payne, Maria Roasas, Hannah Juhl, Noble Graham-Lattin, Andrew Mullen, Dean Hodges)
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. August Minutes**
- 5. August Financials**
- 6. Action Items: (*See attachments*)**
 - i. Sale of the parcel on Dryden Street to Jazmin & Saulo Hernandez.
 - ii. Hart Historic District
 1. Operations Update
 2. Expiration/Renewal of Lease Agreement
 3. Resolution for Transfer of Governance & Operations of the Hart Historic Preservation Group
 - iii. Dark Water Proposal for Industrial Park (review)
- 7. Updates/Discussion/Ongoing Items**
 - a) **Major Topics:**
 - i. Industrial Park Restrictive Covenants Updates
 - ii. Set Committees, Focus Areas, and Tasks:
<https://docs.google.com/spreadsheets/d/1Y6hxqzgjY6akjp2SyE3Rc45QrSuQP2IsADdvVqi-Bs/edit?usp=sharing>
 - iii. Reassess Economic Development Strategy
 - iv. Ceres Property
 - v. TIFA board and Planning Commission need more people.
 - b) **Hart Historic District Discussion**
 1. See above
 - c) **Christmas Décor Committee**
 1. Meeting in September?
 - d) **Chalet Market Update**
 - i. Discuss moving chalets during phase 1 streetscape construction to Walker's lot permanently.
 - e) **Art in Hart**
 - i. Troll on the Bridge
 - ii. Sponsorship request letter to Colin Daining sent 05/13/25 requesting \$19,357 towards a solar tree sculpture by Clyde Wilkes of Northwoods Products. Quote total for 18-ft steel maple tree w/ 3,500 solar panel leaves is \$28,357.
 - f) **Hart Rotary** would like to partner with HEART to build a shade structure for Music on the Commons
- 8. Events**
 - a) Postmortem on ArtWalk
 - b) Next upcoming events?
 - i. Halloween / Downtown business Halloween thing
- 9. Member Comments**
- 10. Next Regular Meeting** Wednesday, November 12th at 2pm.
- 11. Adjournment**

Subject: Purchase of Vacant Lot for HEART Board

From: Nichole Kleiner <nkleiner@cityofhart.org>

Date: 9/25/2025, 11:20 AM

To: "andrew@mullenits.com" <andrew@mullenits.com>, Lindsay Brown <Lbrown@cityofhart.org>

I scanned the letter and GIS image from the resident asking to purchase the vacant city lot behind them for discussion at the HEART Board meeting next week. Below is my correspondence with the city attorney:

My question:

The owner of 1024 S State St (parcel 020-343-013-00) has asked to purchase the city-owned lot behind them, to the west, on Dryden St (parcel 020-344-005-00). I can't find any information on why or how we obtained the parcel. I've asked public works and other staff who don't seem to know why we own it either.

Looking for advice on how to respond to the inquiry.

If a resolution authorizing me to prepare the property for sale is necessary, I'd like to get it on the 9/23/25 agenda, if possible.

Thanks for your time (screenshot of lot I'm referring to below):

Nichole:

With respect to the sale of City-owned real property, perhaps the City acquired the property for past due unpaid property taxes at some point in time?

With respect to the property, yes I can prepare a resolution. But, of course, some questions:

1. Is there a specific written offer to purchase the property from the adjoining property owner? If so, please send.
2. If not, is it a buildable lot on its own or is there only value in the property for one of the abutting property owners?

You are correct that there really isn't any guidance in the Charter (or the ordinances from what I have seen) regarding the disposition of City-owned real property. Typically, we will do a resolution to authorize the sale and declare the real property "surplus property." If there is not an actual written offer from the abutting property owner you could ask Council if they are interested in selling the parcel and whether they want to set a date and time for receipt of a "highest and best bid/proposal." That process is not, however, mandated and the City can just decide to sell it to this one property owner (but you may have another property owner say "oh jeesh, I would have liked to purchase that property and I would have paid 2x's ...") I can prepare and get you a resolution for the sale of this property, but it would typically contain all of the salient terms for the sale (e.g., purchaser name, sale price, etc.).

Mark E. Nettleton

Attorney

Mika Meyers PLC

900 Monroe Avenue NW

Grand Rapids, MI 49503

Tel: 616-632-8000

mikameyers.com

Nichole Kleiner

Interim City Manager

City of Hart

(231) 873-3546

From: scanner@cityofhart.org <scanner@cityofhart.org>

Sent: Thursday, September 25, 2025 10:47 AM

To: Nichole Kleiner <nkleiner@cityofhart.org>

Subject: Message from "RNP58387911E2EC"

This E-mail was sent from "RNP58387911E2EC" (MP C4504ex).

Scan Date: 09.25.2025 10:47:04 (-0400)

Queries to: scanner@cityofhart.org

— Attachments: —

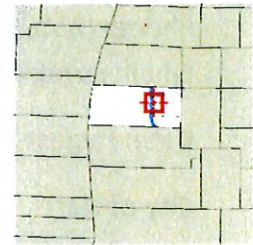
20250925104704292.pdf

809 KB

Comps take to HEART
BOD



Overview



Legend

- Parcels
- Parcel Numbers
- City Limits Low
- Road

Parcel ID	020-344-002-00	Alternate ID	n/a	Owner Address	HERNANDEZ JAZMIN & ESTRADA SAULO
Sec/Twp/Rng	--	Class	401 - RESIDENTIAL-IMPROVED		1024 S STATE ST
Property Address	1024 S STATE ST	Acreage	n/a		HART, MI 49420
	HART				
District	020 CITY OF HART STC 51				
Brief Tax Description	CITY OF HART STANDARD MAP PLAT D, COM 66 FT N OF SE COR OF BLOCK 144, TH N 50 FT, TH W TO PT 9 RD E OF W LN OF SD BLOCK, TH S TO PT 74 FT N OF S LN OF SD BLOCK, TH W 9 RD, TH S TO SW COR OF SD BLOCK, TH E 10.92 RD, TH N 66 FT, TH E TO POB. QCD 2017/16148 DEED BY PERS REP 2017/16146 LETTER OF PERS REP 2017/16145 COV-L2013P25026 MLC-L2015P2104 (Note: Not to be used on legal documents)				

Date created: 8/22/2025
Last Data Uploaded: 8/21/2025 10:38:11 PM

2009 change of ownership

JAZMIN & SAULO HERNANDEZ

1024 S. State St.

Hart, MI 49420

Phone: (231) 923-3726

Email: jazhdz415@gmail.com

Date: August 25, 2025

City of Hart

Attn: City Manager / City Council

Re: Offer to Purchase Property – Parcel ID 020-344-005-00

Dear City Council Members,

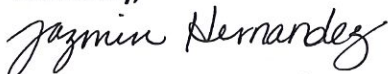
We are writing to express our interest in purchasing the property identified as Parcel ID 020-344-005-00, which sits directly adjacent to our home at 1024 S. State St. Hart, MI (Parcel ID 020-344-002-00).

Since purchasing our home in 2022, we have maintained this property through debris removal, grass mowing, and general upkeep. Our children have also enjoyed it as a safe play area, and the parcel has effectively become an extension of our backyard. Acquiring ownership would allow us to continue caring for and, responsibly, using the property as part of our home.

Accordingly, we respectfully offer the City of Hart Ten Thousand Dollars (\$10,000.00) to purchase the referenced parcel and are prepared to proceed promptly with the necessary steps upon approval. We believe this transfer would be mutually beneficial, as it would return the parcel to the tax roll and provide immediate revenue for the City, while ensuring our family can continue the safe use, proper care, and long-term upkeep of the property.

Enclosed is a map identifying the parcel IDs, provided *solely* for reference to illustrate the relative locations of the properties. Thank you for your time and consideration of this offer. Please feel free to contact us via email or phone to discuss the next steps.

Sincerely,



Jazmin Hernandez



Saulo Hernandez

RESOLUTION 2025-XX

Hart Economic and Redevelopment Team (HEART)

City of Hart, Michigan

Oceana County

TRANSFER OF GOVERNANCE AND OPERATIONS OF THE HART HISTORIC PRESERVATION GROUP (HHPG)

WHEREAS, the Hart Historic Preservation Group (HHPG), a 501(c)(3) nonprofit, has historically overseen the preservation and operation of the Hart Historic District and Museum; and

WHEREAS, a majority of the HHPG board of directors has resigned, including Treasurer Rob Splane and Secretary Gwen Adams, leaving the organization without sufficient officers to carry out its duties; and

WHEREAS, it is essential to ensure the continuity of museum operations, preservation of historical assets, and stewardship of HHPG's mission for the benefit of the City of Hart and Oceana County community; and

WHEREAS, the Hart Economic and Redevelopment Team (HEART) is committed to supporting local heritage, community development, and cultural resources, and is prepared to assume responsibility for the governance and operations of HHPG;

NOW, THEREFORE, BE IT RESOLVED that the Hart Economic and Redevelopment Team (HEART) hereby assumes governance and operational responsibility for the Hart Historic Preservation Group (HHPG), effective November 12, 2025; and

BE IT FURTHER RESOLVED that HEART shall act as the governing body of HHPG until such time as a reconstituted board may be formed or further action is taken; and

BE IT FURTHER RESOLVED that HEART is authorized to appoint officers to carry out the administrative, financial, and operational duties of HHPG, including those necessary to maintain continuity of the Hart Historic District and Museum; and

BE IT FURTHER RESOLVED that HEART acknowledges and expresses gratitude to the resigning members of HHPG for their service and dedication to preserving Hart's heritage.

Adopted by the Hart Economic and Redevelopment Team at a regular meeting held on October 8, 2025.

Ayes: ____ Nays: ____ Absent: ____

Andrew Muller, HEART Chair

Karla Swihart, City Clerk

Position: Historic District Curator

Department:

Location: Hart Historic District

Status: Part-time/non-exempt

Position Summary: The Historic District Curator is responsible for the care, interpretation, and presentation of a historic district and its collections. This role involves research, exhibit planning, preservation, and public engagement to bring the history of Hart to life for visitors of all ages.

Key Responsibilities:

- Research and interpret the historical significance of the site and its collections.
- Develop engaging and educational exhibits, tours, and programs that align with the site's mission.
- Oversee the care, conservation, and documentation of artifacts, furnishings, and archival materials.
- Train and support volunteers
- Work collaboratively with the city to plan activities and events held at the Historic District.
- Manage site presentations, including signage, displays, and seasonal decor.
- Ensure compliance with preservation standards and best practices.
- Assist in grant writing and fundraising efforts for collections care and exhibit development.
- Work collaboratively with the Parks and Recreation Manager to ensure building and ground maintenance and care.

Qualifications:

- Experience in collections and archival management and best practices. Bachelor's degree in history, museum studies, public history, or related field preferred.
- Experience working in a museum, historic site, or similar cultural organization.
- Knowledge of artifact care, exhibit design, and historical research methods.
- Strong written and verbal communication skills.
- Comfortable working independently and as part of a small team.
- Passion for storytelling and making history accessible to diverse audiences.

Preferred Skills:

- Experience with collections databases (e.g., PastPerfect).
- Grant writing or fundraising experience.
- Public speaking or interpretive training.

Physical Requirements:

- Ability to stand/walk for extended periods and lift up to 30 lbs.
- Willingness to work occasional weekends, evenings, or holidays as needed.

COMMERCIAL LEASE

THIS LEASE made this May 4, 2005, between THE CITY OF HART, a municipal corporation, of 407 S. State Street, Hart, Michigan, 49420, hereinafter referred to as "Landlord" and HART HERITAGE PRESERVATION GROUP, INC., a Michigan non-profit 501-C-3 corporation, of 3536 Karen Street, Hart, Michigan, 49420, hereinafter referred to as "Tenant", witnesseth:

1. GENERAL AGREEMENT. Landlord leases to Tenant and Tenant leases from Landlord the following described premises:

The parcels listed in Schedule "A" shall constitute the Premises.

Tenant acknowledges that the Historic District is an endeavor of the City of Hart, Michigan. As such, the Tenant warrants that their decisions regarding the Historic District will be made with the Landlord's best interests in mind and that the Annual Report will reflect the Tenant's efforts in supporting the Landlord's best interest in furthering the success of the City of Hart Historic District.

2. TERM. The term of this lease shall be for 10 years commencing 5/4/05, and shall expire at midnight 5/4/2015, subject to continued renewal right of Tenant as set forth in paragraph 13 hereof.

The term of this lease may be extended upon such terms and conditions and for such rental as the parties shall agree, provided that the Tenant shall notify Landlord in writing of Tenant's desire to extend the term of this lease.

3. RENTAL. The rental for each decade of the lease term which Tenant covenants and agrees to pay is \$1.00. Said sum shall be paid each decade in advance on the first day of each decade during the term of this lease.

4. COMPLIANCE WITH LAW. Tenant shall comply with and shall observe all laws, zoning, ordinances, rules and regulations of all public authorities relating to improving or use of the leased premises, and to the taking of or the requirement for the installation of any permissible improvements thereon, including without limiting removal of ice, snow and rubbish from the sidewalks and compliance with all lawful requirements as required by State of Michigan fire codes.

5. QUIET ENJOYMENT. If the Tenant shall pay the rents due herewith and shall perform all of the covenants and agreements on its part to be performed hereunder, Landlord covenants and agrees that Tenant shall have peaceful and quiet enjoyment of the leased premises.

6. ASSIGNMENT AND SUBLETTING. This lease shall not be assigned without the prior written consent of the Landlord which consent shall not be unreasonable withheld. Any permitted assignment shall not relieve the Tenant from its covenants and agreements herein contained including its agreement to pay the aforesaid rentals, in the event any assignees, transferees, or subtenants shall default in the performance of them, unless the Landlord specifically in writing shall release the Tenant therefrom. Acceptance of rents from a purported assignee, transferee or subtenant shall not be deemed to be a consent to the assignment or subletting to such a person. Monies received by Tenant from subletting the premises or any portion of the premises shall be used solely for the charitable purposes of the Tenant under the Tenant's articles of incorporation.

7. TAXES. Real Estate Taxes. Landlord shall pay all general real estate taxes and all special assessments levied or assessed against the leased premises and payable during the term of this lease except that Landlord shall not be bound to pay any installments of special assessments falling due after the end of the term.

8. UTILITY SERVICES. Tenant covenants and agrees that it will make payment for all garbage collection, snow removal, gas, electricity, water and any and all other public utilities used or consumed on said premises during the term of this lease.

9. REPAIRS AND MAINTENANCE. Landlord's Duties. The Landlord shall have no responsibility to make repairs or any improvements on the real estate being leased. The Tenant shall not make major (\$10,000 or more) improvements to the Premises without Landlord's written consent.

Tenant's Duties. The Tenant agrees to keep the premises in as good repair as when taken, reasonable use and wear and damage by the elements excepted. Tenant shall not remove any real property or structures from the Premises during the term of or at the termination of this lease. All personal property owned by Tenant may be removed by Tenant prior to termination of this lease.

Tenant's Property at Termination. If the Tenant fails to remove all of his property or the property of others in Tenant's possession from the premises upon the termination of this lease, the Landlord may remove the same in any manner and store the property without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred in such removal, including Court costs and attorneys' fees and storage charges on such property for any length of time such property shall be in Landlord's possession. Tenant shall indemnify and hold Landlord harmless for any claim by third parties with respect to property owned or claimed by them left in the premises by Tenant. Under no circumstances shall Landlord be obligated to retain any property left on the premises or in Landlord's possession longer than two months after termination of this lease and Landlord may thereafter dispose of such property in any manner it deems fair including destruction, discarding or abandonment and the proceeds of any sale of this property shall be paid to the Landlord.

10. IMPROVEMENTS: RESTORATION. Historic new buildings, improvements and restoration of buildings shall be done to comply with City of Hart zoning, Chapter 1255 HD - Historic District. The Tenant shall accept the Premises described in Schedule A in an "as is" condition. The Landlord, upon reasonable notice to the Tenant, may perform an inspection of the Premises at any time during the term of this lease.

11. PUBLIC LIABILITY AND INDEMNITY. Tenant shall carry a \$1,000,000 public liability and special events personal insurance, also any sublet tenants holding special events, shall annually furnish the City of Hart a certificate of insurance for such event in the amount of \$1,000,000 and both identify the City as an additional insured and save harmless the Landlord from any liability for loss, damage, injury or other casualty to persona or property caused or occasioned by or arising from any act, use or occupancy or negligence by or of the Tenant or any of its agents, servants, visitors, licensees or employees occurring during the leased term or any extended term; and in case any action or proceeding be brought against the Landlord by reason of any such claim, the Tenant on timely notice from the Landlord shall resist or defend such action or proceeding by counsel employed by the Tenant, which shall include the taking of all permissible appeals, unless full release of the Landlord is obtained by way of settlement or compromise at the expense of the Tenant or its insurance carrier.

12. SUBROGATION. Except for actions of Tenant and persons under control of Tenant that cause a loss, the Tenant, its officers, agents or employees shall not be liable for damage to the leased premises or for interruption of rent resulting from any of the perils covered by fire and extended coverage insurance, and Landlord agrees not to sue for such damage and that every applicable policy of insurance will contain or be endorsed with the standard waiver of subrogation clause.

13. RENEWAL RIGHTS. Unless either party furnishes written notice to the other party of a termination of this lease at least six months prior to the termination of this lease, this lease shall automatically renew for an additional 10 year period. This shall continue for additional terms of the lease through December 31, 2094.

14. DEFAULT. This lease is made upon the condition that the Tenant shall perform all covenants and agreements herein set forth to be performed by it, and if at any time rent or other charges and payments or any part thereof, shall become in arrears and unpaid for a period of fifteen (15) days after becoming due, or if any of the covenants or agreements aforesaid shall not be performed by the Tenant, within the period of fifteen (15) days after notice of default in performance, the Landlord, at any time thereafter, shall have full right, at his election, to enter upon the above demised premises, and to take immediate possession thereof.

15. FIRE AND OTHER CASUALTY. Landlord shall carry fire and wind and damage insurance on the real property.

16. RIGHT OF ENTRY. Landlord shall have the right to enter the leased premises at such reasonable times as will not interfere with the Tenant's normal use thereof for the purpose of inspection, repair, showing to prospective purchasers and tenants, posting and maintaining for sale or rental signs. Showing to prospective tenants and posting for sale or rental signs shall be allowed only within a period of ninety (90) days from the end of the term.

17. WAIVER. One or more waivers of any covenant or condition by the Landlord shall not constitute a waiver of a further breach of the same covenant or condition.

18. NOTICE. Any notice, reports or statements required to be given hereunder shall be sufficiently given by certified United States mail, return receipt requested, addressed to the Landlord at his address in the preamble to this lease until further notice and to the Tenant at the leased premises. The notice shall be effective when deposited in such mail.

19. BENEFIT. This agreement shall inure to the benefit of and be binding upon the Landlord, its successors and assigns.

20. ANNUAL REPORT. At least annually, Tenant shall provide a written report to Landlord regarding the activities, fund raising events, improvements and a master plan by the Tenant in utilizing the leased premises.

21. DISPOSAL OF LANDLORD'S SURPLUS AND/OR UNUSED GOODS, EQUIPMENT AND VEHICLES. The Landlord may declare its goods, equipment and vehicles on the Premises as surplus and/or unused. Upon that declaration, the Landlord may assign the Tenant as the Landlord's agent to conduct a competitive bid process for all declared surplus and/or unused goods, equipment and vehicles. Such competitive bid process shall be approved by the Landlord prior to any transactions taking place. The proceeds from the sale of aforementioned items shall be retained by the City and restricted for improvements in the Historic District.

22. LANDLORD'S STORED AND SALVAGEABLE GOODS, EQUIPMENT AND VEHICLES.
The Tenant shall save, preserve and store at no cost to the Landlord the Clark forklift, Case tractor/woods mower, 1992 Chevy pickup truck, ODB leaf pickup machine and three (3) transformers with cabinet.

IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF HART, MICHIGAN

By *Robert P. Steen*
Robert Steen, Mayor

By *Stanley Rickard*
Stanley Rickard, Manager

HART HERITAGE PRESERVATION GROUP, INC.

By *Joseph Merten*
Joseph Merten, President

By *Russell Robbins*
Russell Robbins, Trustee

SCHEDULE "A"
COMMERCIAL LEASE
CITY OF HART & HART HERITAGE PRESERVATION GROUP, INC.

Lands and premises in the City of Hart, Oceana County, Michigan, described as:

Parcel 1: The West 47 feet of Lots 1 and 2, EXCEPT the north 42 feet thereof, and entire Lots 3 through 7, inclusive, all in Block 14, of the ORIGINAL PLAT OF THE VILLAGE (now City) OF HART, according to the Plat thereof as filed in Oceana County Register of Deeds Records.

Parcel 2: Also, the part of Block 108 of PLAT "A" OF THE STANDARD MAP OF THE VILLAGE (now City) OF HART, described as commencing at the Southeast corner of Lot 2 of Block 14 of the ORIGINAL PLAT OF THE VILLAGE OF HART, thence Southeasterly at an angle of 30 degrees to the right from the Southerly line of said Lot 2 of Block 14 a distance of 148.05 feet to a point, thence Southerly at an angle of 59 degrees 55' to the right from the last described course a distance of 165.2 feet to a point on the Southerly line of said Block 108, thence Westerly along the South line of Block 108 to the Southwest corner of said Block 108, thence Northerly along the West line of said Block 108 to the point of beginning.

Parcel 3: Entire block 146, PLAT "D" OF THE STANDARD MAP OF THE VILLAGE (now City) OF HART, according to the plat thereof as filed in Oceana County Register of Deeds Records.

Parcel 4: Entire Block 156, PLAT "C" OF THE STANDARD MAP OF THE VILLAGE (now City) OF HART, according to the Plat thereof as filed in Oceana County Register of Deeds Records (presumed to be the strip of land 100 feet wide extending from the West line of said Plat to the West line of State Street, between Blocks 157, 158, 159, 160 and 163 on the South and Blocks 162, 161 and Lot 6, Block 38, on the North).

Parcel 5: Entire Block 155, PLAT "C" OF THE STANDARD MAP OF THE VILLAGE (now City) OF HART, according to the Plat thereof as filed in Oceana County Register of Deeds Records (presumed to be a strip of land 65 feet wide, running Northeasterly and North from the branching off from the 100 foot wide strip designated as Block 156 through Lots 6, 5, 4, 3, 2 and 1 of Block 38, of the PLAT OF WIGTON'S SECOND ADDITION TO THE VILLAGE (now City) OF HART, to the South line of Wood Street and Water Street intersection, and also to include the "we track" branching off from said 66 foot strip designated as Block 156 on the South line of Lot 6 of said Block 38, and "we track" strip also being 66 feet wide).

Parcel 6: A strip of land 50 feet wide running through Block 140, PLAT "D" OF THE STANDARD MAP OF THE VILLAGE (now City) OF HART, running along a curve connecting Block 146 with the Southerly extension of Union Street at the South line of Lot 12, Block 40, PLAT OF "WIGTON'S SECOND ADDITION".



City of Hart, Michigan

MEMORANDUM

TO: MAYOR STEEN & CITY COUNCIL
FROM: STAN RICKARD, CITY MANAGER
DATE: APRIL 22, 2005
RE: LEASE AGREEMENT FOR HISTORIC DISTRICT

In late 2004, discussions began between the City of Hart and the Hart Heritage Preservation Group regarding a more formal arrangement for Historic District operations. Notwithstanding the already good relationship between the City and HHPG, it was felt that a long-term lease would provide assurances to both parties that the District was being well cared for and that the Hart community would benefit from the endeavors therein. Accordingly, the attached lease was developed with input from the City Attorney and Michigan Municipal League insurance representatives.

The City of Hart does not possess the staff or expertise to operate and maintain the historic successfully. It is necessary for a third party to be assigned the responsibility to care for the premises, arrange tours and special events, attracts exhibitors, and plan and make improvements on behalf of the City. Therefore, this long-term lease has been developed with those issues in mind.

The major features of the lease are as follows:

1. The traditional District property will constitute the Premises (Schedule A). In addition, this lease envisions that the former Hodges property on the north side of Chippewa Creek would be added to the District.
2. The term of the lease is ten (10) years with a cancellation provision established at each 10-year interval.
3. The rental fees are \$1.00 for each 10-year term.
4. The HHPG agrees to comply with laws, zoning, ordinances, rules and regulations of the City and other public entities.
5. The HHPG may sublet the premises to third parties.

6. HHPG will be responsible for all utility payments, maintenance, and improvements. Major improvements exceeding \$10,000 shall require City approval. HHPG accepts the Premises in an "as is" condition.
7. Improvements and restorations shall be done in accordance with City of Hart zoning, Chapter 1255 HD – Historic District.
8. HHPG and subtenants must carry \$1,000,000 liability and special events insurance and provide proof of insurance annually. The City will provide the normal fire and wind damage insurance. *Change to 12 "except for permitted actions causing"*
9. The City retains the right to enter the Premises at any reasonable time to inspect.
10. The HHPG shall report annually to the City regarding operations in the District.
11. Any surplus/unused goods, equipment and vehicles on the Premises may be declared so by the City and the City may assign the HHPG to be the City's agent to conduct competitive bids for the declared items. Proceeds from the sale of items shall remain with the City but be designated for improvements to the District.
12. Certain items being stored on the Premises shall be preserved by the HHPG and stored at no cost to the City.

The Historic Commission reviewed the lease agreement in several sessions and recommended approval at the February 10, 2005 regular Commission meeting. I concur and recommend the City Council adopt resolution 05-24, approving the agreement and authorizing the Mayor and City Manager to sign the agreement.

City of Hart, Michigan

Resolution 05-24
Historic District Lease Agreement

WHEREAS, the City of Hart owns a historic district, desires to improve operations therein, and attract visitors to the City, and

WHEREAS, the City does not possess the necessary staff or expertise to maintain and operate the historic district, and

WHEREAS, the Hart Heritage Preservation Group, a non-profit 501(c)3 organization has operated the historic district informally for several years on behalf of the City of Hart, and

WHEREAS, the City of Hart endeavors to sustain interest in the community's historical heritage, and

WHEREAS, the Historic Commission recommends a long-term lease with the Hart Heritage Preservation Group for historic district operations,

NOW THEREFORE BE IT RESOLVED

That it is in the best interests of the City of Hart to enter into a long-term relationship for the historic district operations, and

That the City of Hart approves a long-term lease with the Hart Heritage Preservation Group and authorizes the Mayor and City Manager to sign the lease.

Moved by _____, supported by _____, and thereafter adopted by the Hart City Council at a regularly scheduled council meeting held on Tuesday, April 26, 2005.

Ayes _____, Nays _____, Absent _____



Property Purchase Proposal to the City of Hart

Roasting Facility Development
Dark Water Coffee Roasters

Lauren & Tony Dematteo • Hart, Michigan
darkwaterroasting@gmail.com • (720) 352-6841

September 29, 2025

TO:

City of Hart

Attention: Nichole Kleiner

407 S. State Street

Hart, MI 49420

RE: Property Purchase Proposal & Incentive Request - Hart Industrial Park, Parcel Number 12

Dear Mrs. Kleiner,

We appreciate the City of Hart's support and collaboration as we move forward with the proposed purchase of city-owned property located at Hart Industrial Park, Parcel Number 12. As small business owners committed to growing within this community, we are excited about the potential to develop this site into a long-term home for our operations and job creation in the Hart area.

We are submitting this proposal with the intention of creating a mutually beneficial agreement that will allow us to invest in the property while helping us reduce the significant costs associated with site development, infrastructure, and startup capital. With that in mind, we respectfully request consideration of the following incentives and accommodations:

Purchase & Development Proposal

- Purchase Price: \$2,500 (symbolic transaction in recognition of job creation, investment, and long-term community value)
- Closing Costs: Request for the city to cover or waive all city-related closing costs and filing fees
- Development Commitment: We commit to beginning construction within 2 years and to complete full build-out within 3 years.

Requested Incentives & Site Support Infrastructure & Site Prep

- Full utility hookups to the property at no cost (water, sewer, electric, natural gas, internet)
- Stormwater drainage support or access to existing system (retention basin/pond exemption)
- Cost-sharing or reimbursement for any necessary road access, drive approaches, or drainage improvements related to the site.

Tax & Permit Incentives

- Property tax abatement for up to 12 years based on Industrial Facilities Exemption (P.A. 198)
- Reduction or waiver of building permit costs tied to the new facility.
- Waiver of planning and zoning site plan review charges.
- Reduction or waiver of required building, electrical, plumbing, and fire safety inspection fees.

Financial & Business Development Support

- City partnership on state/federal grant applications (e.g., MEDC programs, USDA, OCEA,)
- City marketing support (business launch announcement, media, signage)

Potential matching funds for façade, energy-efficiency, or equipment upgrades

Project Scope and Development Plan

Facility Size & Design: Approximately 3,000 sq. ft. pole barn style building, designed with a clean, modern, and minimalist aesthetic inspired by the facility Blackmer Construction built at The Starting Block Inc, located on 1535 Industrial Park Dr. Hart, Mi.

Construction Type: Pole barn construction with durable, high-quality finishes, blending efficiency with a welcoming, professional appearance.

Intended Use: Coffee roasting production, equipment space for expansion, a training and education area, and a tasting lab to support community engagement and destination appeal.

Jobs Created: Our goal is to create at least **two local jobs within the first year**, with room for future growth as production expands.

Timeline: Construction and build-out will be completed within **three years of property purchase**, in alignment with city development requirements.

Funding Approach: Project financing will be supported through our **local financial institution** and supplemented with **local, state, and regional development supports**, including grants, tax incentives, and workforce programs. In addition to support from the City of Hart, we are actively exploring state and regional incentive programs to help offset the costs of this project. Our goal is to combine local, regional, and state-level resources to maximize investment in the facility and ensure long-term success. By combining these resources with the City of Hart's support, we can reduce upfront development costs, accelerate project completion, and strengthen our long-term contribution to the community's economy.

We are confident this project will benefit the city in both the short and long term by creating jobs, boosting local business activity, and increasing future tax revenue. We look forward to working with the City of Hart to finalize an agreement that reflects our shared goals for local economic growth.

Please let us know if we can schedule a meeting to review this proposal in detail or if your legal team would like any revisions for the purchase agreement.

Sincerely,

Lauren and Tony Dematteo
Owners of Dark Water Coffee
darkwaterroasting@gmail.com

720-352-6841

HART ECONOMIC AND REDEVELOPMENT TEAM SUBCOMMITTEE STRATEGIC INITIATIVES 2025-2026

	Development	Marketing, Business Support, Talent, Promotion	Hart Historic District
1	Improve development processes - cut red tape	Events (Arts Agriculture, Adventure)	Long Term Vision Plan
2	Available property identification and marketing	Shop Local Program	Employee (Curator)
3	Attract developers	Wayfinding	Annual Car Show (Asparagus Festival)
4	Ceres Property	Community Pride Events	Collaborate with Genealogical Society + Other Historic Districts
5	Public Transportation	Social Media	Merge Board with HEART
6	Increase Housing Supply	Hart Fact Sheets	Move Financials Under HEART
7	Cleanup and Beautification	Market Natural Assets	Pricing Changes and Rentals
8		Attract Residents	Museum Full Cataloging + Curation
9	Pure Michigan Business Connect	Attract Businesses	Rebuild Volunteer Base
10	Michigan Small Business Development Center	Art in Hart	Evaluate Building Leases and Subleases
11	SmartZones	Community Engagement	
12	Public Spaces Community Places	Newsletters	
13	BuildMI Community Grant	Training (Lunch & Learn)	
14	Oceana County Land Bank (?)	Business of the Year Award (Clancy Award)	
15		Networking	
16	Theater and Arts Spaces	Engage Youth & Minorities	
17	Historic District Museum and Park	Business Directory	
18	Parks and Rec	Site Visits / Online Surveys	
19		Tuition Millage	
20	Redevelopment Ready Committee	Resource / Training Center	
21	Starting Block	Scholarships	
		Get Students Involved	
		Childcare	
		Return to Oceana Program	
		Make Hart More Inviting	
		Hart Sparks	
		Fundraising Efforts for Music on Commons and Hart Sparks and other initiatives	