

Planning Commission
Special Meeting

August 3, 2023
6:30PM

Big Rapids City Hall
226 N Michigan Ave

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes
 - a. June 21, 2023 – amend previously approved
 - b. July 19, 2023
5. Public Comment Unrelated to Items on the Agenda
6. Public Hearing
 - a. **Request to determine if there is any existing or intended future public purposes and use of City owned property at 606 Rust Ave, 610 Rust Ave and 614 Rust Ave**
7. General Business
8. Unscheduled Business
9. Adjourn

CITY OF BIG RAPIDS
PLANNING COMMISSION MINUTES
June 21, 2023
Unapproved

Chair Montgomery called the June 21, 2023 of the Planning Commission, to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

PRESENT Rory Ruddick, Tim Vogel, Kate McLeod, Jacob Buse, and Sarah Montgomery

EXCUSED Natalie Schwettman

ABSENT None

ALSO PRESENT Michelle Stenger, Community Development Director
Joey Walker, Planning & Zoning Technician

There were 28 members of the public in attendance.

APPROVAL OF MINUTES

Motion was made by Tim Vogel seconded by Rory Ruddick, to approve the minutes of the May 17, 2023, meeting of the Planning Commission as presented with one correction:

- Commissioner Vogel pointed out that Chair Montgomery was referred to as “Acting” Chair, this was corrected.

Motion was passed with all in favor.

PUBLIC COMMENT NOT RELATED TO ITEMS ON THE AGENDA

PUBLIC HEARINGS

Recommendation to the City Commission on request from Mission Energy Partners to rezone 1107 Colburn Ave from R-1 to R-3 to allow multi-family use.

The Public Hearing was opened at 6:34 p.m.

Those Who Spoke in Favor of the Request:

- The applicant, Andrew Breyer, was in attendance and spoke to the target market and scope of the project. Breyer said the goal was 30 units of primarily one and two bedroom apartments meant to meet the demand of the area and increased future demand from the proposed Gotion plant. Breyer also answered some of the concerns brought up by those opposed to the project. Breyer said the project was economically focused on market rate rents, and that he was open to applying for missing middle housing grants. Breyer also spoke briefly to the contamination concerns but noted that environmental remediation would come later in the development process. Breyer mentioned it was a goal to beautify the street corner on the site and to provide some sound dampening for the neighbors.

Those Who Spoke in Opposition of the Request:

- Ruth York of 217 Sanborn, Big Rapids, voiced her concerns about problems she has had with flooding in her neighboring multi-family property at 901 Colburn. She said this issue has to do with the city drains, and she was concerned about how this property might affect the problem.
- Barb Burhans resident of Big Rapids was worried about the affect on traffic in the area.
- Ed Deming resident of 223 S Dekraft, Big Rapids, spoke to his concern with vetting potential renters, and contamination of the site from a previously existing fuel oil tank.
- Matt Smith resident of 1108 Colburn, Big Rapids, asked if the applicant was going to compensate residents of the neighborhood for their proximity to the proposed apartments.
- Dave Kaufman resident of 221 S Dekraft, Big Rapids, is concerned about the noise caused by the new development.
- Tina Kaufman resident of of 221 S Dekraft, Big Rapids, stated she was worried about what kind of renters might end up in the apartments if the Gotion plant project did not go through. Kaufman wanted to know if low-income housing was being considered and stated that she might have to leave the area if the project were to go through.
- Robert Damoth resident of 229 S Dekraft, Big Rapids, spoke about his experience living in apartment complexes and was worried about the activities and noise the complex might bring to the area. Damoth stated that he believed the project would drive away the current residents in the neighborhood.

Telephonic or Written Correspondence Received by Staff: None

Chair Montgomery closed the Public Hearing at 6:56 p.m. and the Commission entered into Fact Finding

The conversation ensued over the following topics:

- Buse confirmed the applicant was the current owner of the site.
- Ruddick asked if the applicant had a site plan yet, the applicant did not.
- Community Development Director Stenger explained the full approval process and the information needed at this stage.
- Buse asked if a special use permit would be more appropriate, Stenger explained that the project was not allowed as a special use in R-1 zoning districts.
- Vogel asked the applicant about his experience in development, the applicant explained this was his first multi-family residential project, but that he had developed many renewable energy projects and commercial real estate projects. Vogel asked the applicant what the value of the property was as is, and what it would be if rezoned. The applicant said he thought the value would up if rezoned. Vogel then asked Stenger if the rezone was permanent if the project wasn't to go through, Stenger affirmed that it was. When Vogel asked about the plan for 3-bedroom apartments the applicant responded that while this was an option, the main intent was for 1- and 2-bedroom units.
- Montgomery praised the Big Rapids police department and cited the city noise ordinance in response to some of the public's concerns. She agreed on the concerns about traffic around the project.
- Buse stated he saw the potential rezoning as a case of spot zoning, and that he didn't think the new use would be conducive to the surrounding area. He acknowledged the need for housing but didn't think it was right for the area.
- Vogel mentioned that the neighborhood had long struggled to obtain and keep the R-1 status, and that he was sympathetic to that cause.
- Ruddick agreed with Vogel and referred to the rezone request as "classic spot zoning."
- McLeod agreed with the other commissioners.

Motion was made by Jacob Buse seconded by Rory Ruddick to recommend denial of the request from Mission Energy Partners to rezone 1107 Colburn Ave from R-1 to R-3 to allow multi-family use.

The motion passed with all in favor.

Site Plan Review Application for Our Brother's Keeper new building at 505 S 3rd Ave.

The Public Hearing was opened at 7:14 p.m.

Those Who Spoke in Favor of the Request:

- Scott Kleinsorge of DK Design Group, speaking as a representative for Our Brother's Keeper spoke about the details of the project and an openness to community input.
- Ron McKean, President of Our Brother's Keeper spoke about the scope of the shelter's operations and their need to expand.
- Nicole Alexander, Executive Director of Our Brother's Keeper, addressed some of the concerns with behavior but said this was a reason for expansion so that more could stay in the shelter. She also briefly described some of the shelter's efforts towards improving on behavior.
- Dolores Horan of 504 Rust Ave, Big Rapids, spoke at length to the history of OBK and the struggles that its residents have faced.

Those Who Spoke in Opposition of the Request:

- Ruth York of 217 Sanborn, Big Rapids, spoke to her troubles with what she says are residents of the shelter using her laundry facilities for warmth and leaving waste and trash in them. York remarked that the police are slow or unwilling to respond to her complaints. York asked that the shelter address these behavioral issues.

Telephonic or Written Correspondence Received by Staff: Staff received 4 letters in support of the expansion.

Chair Montgomery closed the Public Hearing at 7:34 p.m. and the Commission entered into Fact Finding

The conversation ensued over the following topics:

- Buse acknowledged the concerns regarding behavior and the connection between policing these issues and how OBK received their funding. Buse hoped the expansion would help ease some of these issues, and pointed out problems he thought still needed addressing.
- McLeod said she thought the expansion would be able to help ease the issues. She spoke to her own experience with less fortunate families and said the community needed to give them the tools to be more successful.
- Ruddick acknowledged the issues but pointed out he lived very close to the facility and had never had negative interactions with its residents. Ruddick spoke to the importance to be able to help those with mental health issues and other struggles, and said he saw it as a need for the community.
- Vogel said he liked the location of the new shelter and asked if they would continue to use their previous building. The applicants explained the current building was being rented, and they likely wouldn't keep renting it. Vogel then asked about the current capacity compared to the new facility, which the applicants explained.
- Vogel asked about the funding and whether the applicant was currently ready to build, and after the applicant explained their funding process, Vogel asked about the time limit on the approval before construction which Community Development Director Stenger explained was 12 months.
- Vogel, referencing communication from Big Rapids Public Safety regarding fencing and whether the City of Big Rapids would be expanding the sidewalk up to the facility, which City Manager Gifford confirmed it would.
- The Board and Community Development Director Stenger clarified where and what fencing was to be requested in the stipulations for approval.

The motion was made by Kate McLeod and seconded by Rory Ruddick to approve the Site Plan for Our Brother's Keeper as presented with the condition to add fencing as discussed.

The motion passed with all in favor.

Site Plan Amendment Application for an industrial addition for Big Rapids Products at 525, 535, 625 DeKraft Ave

The Public Hearing was opened at 8:04 p.m.

Those Who Spoke in Favor of the Request:

- David Moore, general contractor for the project, explained that his clients were unhappy with the original placement of the retention ponds in the plans, hence the amendment.

Those Who Spoke in Opposition of the Request:

- Barb Berhans, resident of Big Rapids was concerned about the placement of parking on the site and the already present difficulties with traffic.
- Rosemary Jennings, Resident of Big Rapids and owner of the neighboring trailer park, spoke to several concerns with both the old and new versions of the plans. Her concerns included the depiction of trees on her property in the plans, mosquitoes and snakes being attracted by the ditch, the fact that they had already begun excavation of the site, and what she saw as discrepancies in the plans.

Telephonic or Written Correspondence Received by Staff: None

Chair Montgomery closed the Public Hearing at 8:29 p.m. and the Commission entered into Fact Finding

The conversation ensued over the following topics:

- Montgomery in response to concerns about mosquitoes and the water levels noted that it was already addressed and confirmed that it would be very rare for standing water to be in the retention ponds.
- Buse asked about the excavation underway, which the applicant confirmed was previously approved work.
- Vogel asked why the retention pond couldn't be moved to along Milton. The applicant explained this was to leave room for future expansion if needed.
- Vogel asked about ordinances requiring fences around the retention pond for safety, which Vogel suggested should be a condition of approval. The applicant said they were willing to make this addition.

- Montgomery said she wishes Big Rapids Products was not located where it is as it brings a contentious nature to them doing their business. She acknowledged however that it was not possible to move it, and agreed with the other commissioners that she did not have issues with the amendment.

The motion was made by Jacob Buse and seconded by Tim Vogel to approve the Site Plan Amendment for Big Rapids Products at 525, 535, 625 DeKraft Ave as presented with the condition to add fencing as discussed.

The motion passed with all in favor.

GENERAL BUSINESS

Election of Officer - A Motion was made by McLeod and support by Vogel to elect Commissioner Buse as Vice Chair.

The motion passed unanimously.

UNSCHEDULED BUSINESS

There being no further business, Chair Montgomery adjourned the meeting at 8:44 p.m. with all in favor.

Respectfully submitted,

Joey Walker
Planning & Zoning Technician and Planning Commission Secretary

CITY OF BIG RAPIDS
PLANNING COMMISSION MINUTES
July 19, 2023
Unapproved

Chair Montgomery called the July 19, 2023 of the Planning Commission, to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

PRESENT Rory Ruddick, Tim Vogel, Kate McLeod, and Sarah Montgomery

EXCUSED Jacob Buse

ABSENT None

ALSO PRESENT Michelle Stenger, Community Development Director
Joey Walker, Planning & Zoning Technician

There were 3 members of the public in attendance.

APPROVAL OF MINUTES

Motion was made by Tim Vogel seconded by Kate McLeod, to approve the minutes of the June 21, 2023 meeting of the Planning Commission as presented.

Motion was passed with all in favor.

PUBLIC COMMENT NOT RELATED TO ITEMS ON THE AGENDA

None heard.

PUBLIC HEARINGS

Request from Duncan Klussman to rezone 910 Maple Street (17-11-456-007) from I (Industrial) to C-2 (Commercial).

The Public Hearing was opened at 6:33 p.m.

Those Who Spoke in Favor of the Request:

Duncan Klussman, owner of the property at 910 Maple Street, spoke to his appreciation for the City's help in moving the development process forward, and explained his and his wife's path to acquiring the property plus their plans for it.

Those Who Spoke in Opposition of the Request: None heard

Telephonic or Written Correspondence Received by Staff: None

Chair Montgomery closed the Public Hearing at 6:35 p.m. and the Commission entered into Fact Finding

The conversation ensued over the following topics:

- Vogel asked about the applicant's decision to rezone to C-2 zoning as opposed to C-3.
- The applicant explained they didn't necessarily have a preference but the use they had in mind seemed to fit the C-2 district best.
- The board and staff discussed the nuances between the commercial zones, their allowed uses, and the dimensional requirements of each.
- The applicant explained they were basing modifications and color choices based off the original state of the building, and that they did not intend on any major modifications.
- Montgomery asked what drew the applicant to Big Rapids.
- The applicant said they were interested in historic properties, and saw the property at auction and were interested.
- Montgomery agreed that the property didn't make sense for industrial use.
- Vogel said after hearing more context he was comfortable with the rezone.

Motion was made by Vogel seconded by McLeod to recommend approval for a rezone 910 Maple Street (17-11-456-007) from I (Industrial) to C-2 (Commercial).

The motion passed with all in favor.

GENERAL BUSINESS

Planning Commission Education Packet – Community Development Director Michelle Stenger gave a brief presentation to the board on the history and purpose of planning and zoning utilizing materials provided by the Michigan Chapter of the American Planning Association.

UNSCHEDULED BUSINESS

There being no further business, Chair Montgomery adjourned the meeting at 7:39 p.m.

Respectfully submitted,

Joey Walker
Planning & Zoning Technician and Planning Commission Secretary

STAFF REPORT TO THE PLANNING COMMISSION

TO: Planning Commission

FROM: Michelle Stenger, Community Development Director

SUBJECT: Rust Avenue Lots

DATE: August 3, 2023

Introduction

The property at 606 Rust Ave (PIN 17-15-200-012), 610 Rust Ave (PIN 17-15-200-013) and 614 Rust Ave (PIN 17-15-200-014) is zoned R-1, Residential and is currently vacant. The parcel is at the end of a cul-de-sac of Rust Avenue and is bordered by residences to the east, Brookside Elementary School to the south and Clay Cliffs Park to the north and west.

The City is seeking to sell these three lots to be developed as single family homes.

History of the Property

The properties were created during a split in December of 2022 and the cul-de-sac was created to provide access to the lots. Prior to the split the property was a part of the property to the north, Clay Cliffs Park.

Consideration

Section 34.54 of the City Code of Ordinances provides an outline for the determination and sale of property. The City Planning Commission is required to review the property and determine if there is any existing or intended future public purpose and use of the real property.

The Master Plan designates this area to be used for park and recreation area. The City will maintain ownership of all the property to the north and west of the lots to be part of Clay Cliffs. The Master Plan also calls for 149 acres of single-family housing. While these lots alone will not create that, small expansions or infill of existing neighborhoods does help further that goal, especially considering the City boundaries are set.

As the property is currently vacant there is not any historical structures on the property and Staff is unaware of any historical character or significance to the property. The property would be considered buildable as they meet the ordinance as far as width, area and depth of the R-1 zoning district. There are currently no extra conditions on the property beyond what is in the ordinance for all single-family homes.

The assessor has set the TCV Value (True Cash/Market Value) of the property is \$25,000.

Staff has provided further documentation. about the property as outlined by the ordinance.

Staff Recommendation

Staff recommends approving the request of the City considering the property surplus property. The property has already been subdivided into three nice lots with the extension of the cul-de-sac. The development of these lots will allow for three new houses in the community in a manner that

will match the surrounding neighborhood.

Action

Three options lay before the Planning Commission regarding the request to consider the property surplus and available to sell: Approval, Denial, or Table. Explanations and sample motions are included below.

Approval

An approval motion is appropriate when the Application meets the Standards of the City Ordinance and sends the Application to the next step in the process where City Commission has final say in approving or denying the request.

“I move that the properties at 606 Rust Ave (PIN 17-15-200-012), 610 Rust Ave (PIN 17-15-200-013) and 614 Rust Ave (PIN 17-15-200-014) are considered surplus and available for sale be recommended to the City Commission for approval, because it meets the Standards set in Section 34.54 of the City Code or Ordinance. *[If any conditions on approval, list them here.]*”

Denial

A denial motion is appropriate when the Application fails to meet the City Ordinance and ends the application process.

““I move to recommend denial to the City Commission for the sale of the properties at 606 Rust Ave (PIN 17-15-200-012), 610 Rust Ave (PIN 17-15-200-013) and 614 Rust Ave (PIN 17-15-200-014) as the properties are not considered surplus and therefore should not be available for sale. *[Fill in the X with which number Standard the application does not meet.]*”

Table

A Table motion is appropriate when more information is needed before reaching a decision regarding the Application and pauses the process until a later date.

“I move to table the sale of the properties at 606 Rust Ave (PIN 17-15-200-012), 610 Rust Ave (PIN 17-15-200-013) and 614 Rust Ave (PIN 17-15-200-014) until the August 16, 2023 meeting of the Planning Commission, because *[list your reason for tabling the decision here]*.

negligence by the contractor and from all expense of inspection, engineering and otherwise, caused by the delay in the completion of any improvement and further conditioned to pay all laborers, mechanics, subcontractors and material men as well as all just debts and demands incurred in the performance of such work.

(Ord. 657-03-13, passed 3-4-13)

§ 34.48 PAYMENT TO CONTRACTORS.

No compensation shall be paid to any contractor except in accordance with the terms of the contract.
(Ord. 657-03-13, passed 3-4-13)

§ 34.49 EXTRA COMPENSATION.

Any accumulative extra compensation and/or change order pertaining to a contract shall be made in accordance with the threshold levels identified within §§ 34.24 through 34.26. If such cumulative extra compensation shall equal or exceed \$7,500, it may be granted or authorized only with City Commission approval.

(Ord. 657-03-13, passed 3-4-13)

§ 34.50 CONTRACTS WITHOUT COMPETITIVE BIDDING.

The City Commission delegates its authority for contract approval for budgeted City purchases of less than \$5,000. Contracts for these purchases shall be approved by the City Attorney as to form and content and signed by the City Manager and City Treasurer in order to be effective.

(Ord. 657-03-13, passed 3-4-13)

§ 34.51 COOPERATIVE PURCHASING.

The City shall have the authority to join with other units of government, including the State, in cooperative purchasing plans when the best interest of the City would be served thereby, upon approval of the City Commission.

(Ord. 657-03-13, passed 3-4-13)

§ 34.52 PURCHASING SERVICE AVAILABLE TO OTHER PUBLIC AGENCIES.

If, in the opinion of the Purchasing Officer, it is appropriate to enter into cooperative purchasing

agreements, the purchasing service of the City may be made available without charge to any public authority in which the City has an interest.

(Ord. 657-03-13, passed 3-4-13)

§ 34.53 ACCEPTANCE AND INSPECTION OF MATERIALS.

The responsibility for the inspection and acceptance of all materials, supplies and equipment shall rest with the department, division or agency receiving and utilizing the same.

(Ord. 657-03-13, passed 3-4-13)

§ 34.54 DETERMINATION AND SALE OF PROPERTY.

(A) Whenever any City property, real or personal, is no longer required, it may be sold. The Purchasing Officer may sell personal property not exceeding \$2,500 in value for cash after soliciting quotations or competitive bids. Personal property of a value in excess of \$2,500 may be sold after advertising and soliciting competitive bids, with the approval of the City Commission.

(B) Sale of real property by the City shall be made only after review and recommendation by the Planning Commission and a determination by the City Commission that the real property is not required for any existing or intended future public purpose and use of the City. The City Commission may authorize the sale of real property to another government entity without obtaining quotations or competitive bids.

(Ord. 657-03-13, passed 3-4-13)

(1) The City Commission shall determine if any parcel of City owned real property is not required for any existing or intended future public purpose and use of the City, but only after receiving a recommendation from the Planning Commission on any existing or intended future public purpose and use of the real property.

(2) Upon referral by the City Commission, City Manager, or City Planner, the Planning Commission shall conduct a public hearing on any parcel of City owned real property and evaluate whether there is an existing or intended future public purpose and use of the parcel. If the Planning Commission recommends a determination of no existing or intended future public purpose and use of the real property, the Planning Commission shall recommend the sale of the real property.

(3) At a minimum, City staff shall provide to the Planning Commission the following information on any parcel of City owned real property to be evaluated by the Planning Commission regarding any existing or intended future public purpose and use:

(a) Date, terms, and instrument by which the property was acquired.

(b) Restrictions, prohibitions, easements, and encumbrances of record affecting the property.

(c) All known existing and intended public uses of the property.

(d) What the Master Plan provides on or for the property.

(e) The historical character and significance of the real property and/or the structures on it.

(f) Probable market value of property if sold.

(g) Whether the property is buildable or non-buildable.

(4) The City Clerk shall maintain a Surplus Property List with title and environmental information acquired by the City.

(C) The City Commission can authorize by resolution the sale of real property owned by the City by:

(1) A public offering and formal sealed bids,

(2) A public on-line auction and secure bids,

(3) Listing the real property with a real estate agent or agency on the open market on terms and conditions set by the City Commission,

(4) Sale to another governmental entity, with final approval of the terms of any bid or sale by the City Commission.
(Am. Ord. 711-09-17, passed 9-5-17)

§ 34.55 SURPLUS STOCK.

All departments shall submit to the Purchasing Officer, at such times and in such form as the Purchasing Officer shall prescribe, reports showing stocks of all supplies which are no longer used which have become obsolete, worn out or scrapped.

(A) *Sale.* The Purchasing Officer shall have the authority to sell all supplies which have become unsuitable for public use, or to exchange the same for, or trade in the same on, new supplies pursuant to provisions of § 34.54 or to conduct an auction for sale of items. Sales under this section shall be made to the highest responsible bidder.

(B) *Transfer.* The Purchasing Officer shall have the authority to transfer surplus stock to other departments.
(Ord. 657-03-13, passed 3-4-13)

§ 34.56 GIFTS AND REBATES PROHIBITED.

City employees involved in purchasing or contracting are prohibited from soliciting or accepting any gift, offer of employment, rebate, money, or costly entertainment from any person, company, firm or corporation to which any purchase or contract might be awarded or is awarded.
(Ord. 657-03-13, passed 3-4-13)

§ 34.57 ADOPTION OF STANDARDS IN 49 CFR 18.36; CONTRACT SUPPORTED BY FEDERAL FUNDS.

(A) The City of Big Rapids adopts this written code of standards of conduct governing the performance of its officers and employees engaged in the award and administration of contracts. No officer, employee, agent, contractor, or subcontractor of the City of Big Rapids shall participate in the selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(1) The City officer, employee, agent, contractor or subcontractor;

(2) Any member of his or her immediate family;

(3) His or her partner; or



Date: July 13, 2023

To: City of Big Rapids

From: John and Pat Pols

Re: Lots 01, 02, 03 Rust Avenue

On June 23, 2023 we submitted an offer for the three lots on Rust Avenue in the City of Big Rapids.

Following is some information about us and the work that we do.

We work with a builder to build spec houses. We have been doing this since 2016. We have built over 40 homes since that time, usually 4-8 homes per year. We have developed a unique niche in the new construction space that fills a need in today's market that is not reached by most other builders. We are reaching a sector of the market that generally cannot afford to purchase a new home in a "new development" but can now buy a new home in an older established neighborhood.

We purchase lots, usually in established cities and towns, where there is one or more lots available or in plats that have been developed but have not been successfully developed to completion. We have built our houses in areas such as the cities of Grand Rapids, Wyoming, Kentwood, Hastings, Belding, Cedar Springs and Greenville. We also have recently built and sold a home on Rolling Hills Drive in Big Rapids, have two homes currently under construction there and have one additional lot to build on there.

We build a very well-constructed quality home that is appealing to buyers and provides well designed living spaces for most home buyers. We plan to build a four bedroom, two bath home with approximately 1900 sq. ft. of living space. We plan to sell these homes around the \$300,000 price point.

We are both realtors with RE/MAX of Grand Rapids and have been in the real estate business for over 20 years. We have experience in new home sales (with a large builder) and existing home sales and have a good pulse for the real estate market in the areas in which we build. We believe that the \$300,000 price point is what will sell and appraise at the Rust Avenue location.

We have included information about the houses we plan to build. We plan to use the same plan for each house. We will change up the house orientation and the exterior finishes (roof color, siding design, color and orientation, garage door and front door colors, etc.) to give a variety of appearances. We have previously built houses side by side on the same street in various other cities with success. It has not been detrimental to use the same plan with cosmetic changes.

We understand the requirement is to build within two years and we can fulfill this requirement and have the homes completed within that time frame.

We look forward to continuing to build in the Big Rapids area as opportunities arise.

WEST MICHIGAN REGIONAL VACANT LAND PURCHASE AGREEMENT

DATE: 07/14/2023, _____ (time) MLS # 22018860, 22018861, 22018863

SELLING OFFICE: RE/MAX OF GRAND RAPIDS BROKER LIC.#: 6505393179 REALTOR® PHONE: 616-889-2971

LISTING OFFICE: RE/MAX Together REALTOR® PHONE: 616-307-3026

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):

☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Pat Pols Email: pat@patpols.com Lic.#: 6506046053

Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Disclosure Statement:** Seller ☐ **SHALL** or ☐ **SHALL NOT** complete the attached Seller's Disclosure Statement for Vacant Land within three (3) days after the Effective Date. The parties agree that a Disclosure Statement for Vacant Land is not mandated by Michigan law. Nevertheless, if indicated above, Seller will complete the form voluntarily based on Seller's personal knowledge of the Property (as defined below). The Disclosure Statement is not a warranty of any kind by Seller or by any agent representing Seller in this transaction. Further, it is NOT a substitute for any inspections Buyer is advised to obtain under the Inspections Paragraph contained herein. If the Disclosure Statement is unacceptable to Buyer, for any reason, Buyer shall have the right to terminate this Agreement and receive any applicable Earnest Money Deposit by giving Seller written notice within four (4) days after Buyer's receipt of the Disclosure Statement, otherwise the right to terminate shall be deemed to have been waived.

4. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Big Rapids,
County of Mecosta, Michigan, commonly known as (insert mailing address: (street/city/zip code):

01, 02, 03 Rust Avenue, Big Rapids, 49307, with the

following legal description and parcel ID numbers: TBD

PP# 541715200014, 541715200013, 541715200012 (the "Property").

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Property.

5. **Purchase Price:** Buyer offers to buy the property for the sum of \$ 82,000
eighty-two thousand U.S. Dollars

6. **Seller Concessions**, if any: None


7. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with Seller; 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit; or 3) proceed to close the transaction at the agreed Purchase Price.

☒ **CASH** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

01, 02, 03 Rust Avenue, Big Rapids, 49307 07/14/2023
Subject Property Address/Description Date Time
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		Buyer's Initials
		Seller's Initials

☐ **NEW MORTGAGE** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____ % of the sale price bearing interest at a rate not to exceed _____ % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair Buyer's credit after the date hereof, and to accept such loan if offered. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

☐ **SELLER FINANCING** (check one of the following): ☐ **LAND CONTRACT** or ☐ **PURCHASE MONEY MORTGAGE**

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, then Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, then Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$ _____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing.

☐ **EQUITY** (check one of the following): ☐ **Formal Assumption** or ☐ **Informal Assumption**

Upon execution and delivery of ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc.

Exceptions: _____

☐ **OTHER:** _____

8. Contingencies: Buyer's obligation to consummate this transaction (check one):

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at: _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement, in writing, within three (3) days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____

on or before _____. Seller will have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as Seller appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded.

Exceptions: _____

9. Fixtures and Improvements: All improvements and appurtenances are included in the Purchase Price; and any and all items and fixtures permanently affixed to the Property.

Exceptions: _____

10. Assessments (choose one):

If the Property is subject to any assessments

☒ Seller to pay entire balance of any assessments related to the Property (regardless of any installment arrangements), except for any fees that are required to connect to public utilities. OR

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.


11. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

☒ No proration. (Choose one):

☐ Buyer ☒ Seller will pay taxes billed summer _____ 2023 (year);

☐ Buyer ☒ Seller will pay taxes billed winter _____ 2023 (year);

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		Buyer's Initials
		Seller's Initials

- ☐ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

- ☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available the appropriate local assessor's office. Buyer acknowledges and agrees that property taxes for the Property may be higher than the amount of current property taxes. Under Michigan law, real property tax obligations can change significantly when property is transferred.

12. **Sidewalk Inspection:** If Property is in a municipality that requires a sidewalk inspection, Seller shall order the inspection and pay for any repairs deemed necessary by the municipality, so that the Property will be in compliance with any applicable sidewalk ordinance as of the closing date.

13. **Inspections:** By signing this Agreement, Buyer is representing that Buyer is aware that professional services are commercially available at a fee by expert(s) selected by Buyer.

☐ NO INSPECTIONS. Buyer elects to waive any and all inspections and agrees to accept the Property in "as-is" condition.

☒ INSPECTIONS. Buyer has elected to arrange and pay for the following services/investigations, which shall include, but not be limited to: ☒ soil suitability for intended use ☒ zoning classification ☒ availability of utilities ☒ availability of building or driveway permits ☒ existence of wetlands ☒ tax classification ☒ contents of applicable restrictive covenants and building codes ☒ general suitability for Buyer's intended use ☒ any existing well/septic ☒ flood zone ☐ Other (specify): _____

Buyer shall have the right to terminate this Agreement and receive any applicable Earnest Money Deposit if the due diligence results are not acceptable to Buyer by giving Seller written notice within 10 calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived.

During this period, Buyer, Buyer's agents and representatives shall have reasonable access to the Property to conduct such investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any liability or claim arising from or in any way connected with any such inspections, including all costs and reasonable attorney's fees. To the extent the Property is damaged due to any of Buyer's investigations, Buyer agrees to restore the Property to its original condition.

By closing this transaction, Buyer agrees to accept the Property in "as-is" condition and "with all faults."

Exceptions: _____

14. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An expanded coverage ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within ten (10) days after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a standard ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms.

Exceptions: _____

15. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the property and the location of improvements thereon.

☐ Buyer or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey certified to Buyer with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No Survey. Buyer has waived all rights under this paragraph.


When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon.

Exceptions: _____

16. **Prorations:** Rents, leases or interest on any existing land contract, mortgage or lien assumed by Buyer and other items normally

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prorated in real estate transactions, shall be adjusted to the date of closing. All rental security deposits shall be paid to Buyer at closing. Crop shares or land rents shall be prorated on a calendar year basis unless otherwise agreed to above. Growing crops or land prepared for crops shall not be ruined without permission from a compensation to owner of crops.

17. **Loss/Damage to Property:** If between the Effective Date of this Agreement and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control which cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of the notice, and Buyer shall receive a refund of Buyer's Earnest Money Deposit. If neither party elects to terminate this Agreement, then the parties shall proceed to close, in which case there shall be no reduction in the Purchase Price and at closing Seller shall assign to Buyer whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.
18. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 08/11/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their share of any title company closing fee, if applicable, except in the case of VA financing where Seller will pay the entire closing fee.

Exceptions: _____

19. **Possession:** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Seller shall deliver a written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease, as well as a notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer and Buyer agrees to assume all obligations under any such lease.

Exceptions: _____

20. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until Noon (time) on 07/18/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 3,000 shall be submitted to RE/MAX of Grand Rapids (insert name of broker, title company, other), within 72 hours of the Effective Date of this Agreement, and shall be applied against Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer or Seller. In the event of litigation involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

21. **Professional Advice:** Broker advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

22. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by Multiple Listing Service in the ordinary course of its business.

23. **Other Provisions:**

No Commission to be paid to buyer's agent. Seller to cover all costs of the water and sewer hook up fees for the three lots.


24. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

25. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement and any amendments or addendums related to this transaction transmitted by facsimile or other electronic means shall be competent evidence

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of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

26. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT REPLY** until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

27. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address _____ X _____ **Buyer**

Buyer 1 Phone: (Res.) _____ (Bus.) _____ Quest Trust Company, FBO John Pols IRA#1426931
Print name as you want it to appear on documents.

Buyer 2 Address _____ X *John Pols* **Buyer**

Buyer 2 Phone: (Res.) _____ (Bus.) _____ John Pols
Print name as you want it to appear on documents.

28. **Seller's Response:** The above offer is accepted: ☐ As written. ☐ As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

29. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

30. **Listing Office Address:** _____ Listing Broker License # _____
Listing Agent Name: _____ Listing Agent License # _____

31. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): _____
Print name as you want it to appear on documents. Is Seller a U.S. Citizen? ☐ Yes ☐ No*

X (Seller's Signature, Date, Time): _____
Print name as you want it to appear on documents. Is Seller a U.S. Citizen? ☐ Yes ☐ No*

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____
* If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

32. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____
X (Buyer's Signature, Date, Time): _____

33. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): _____
X (Seller's Signature, Date, Time): _____

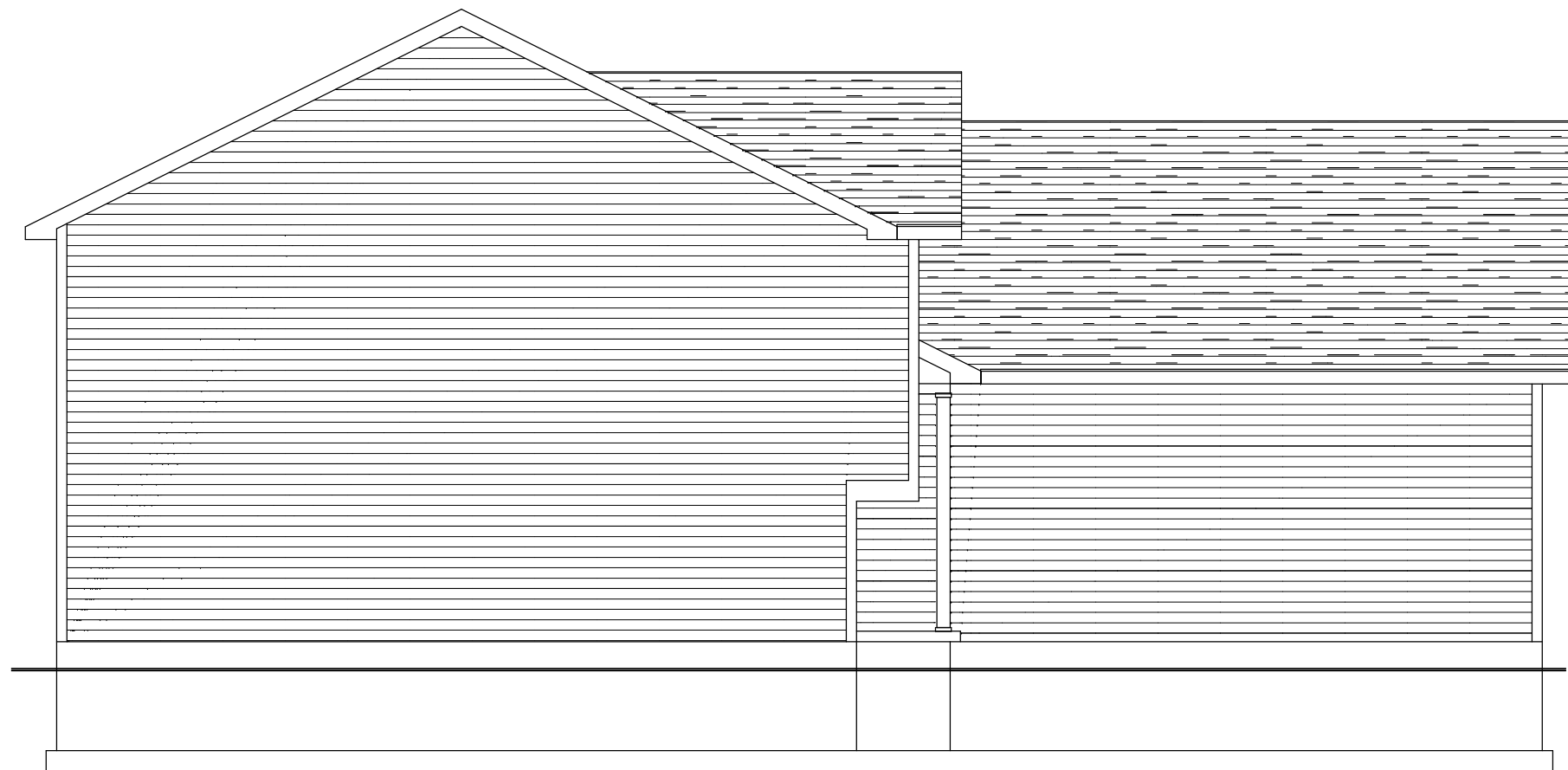


FRONT ELEVATION

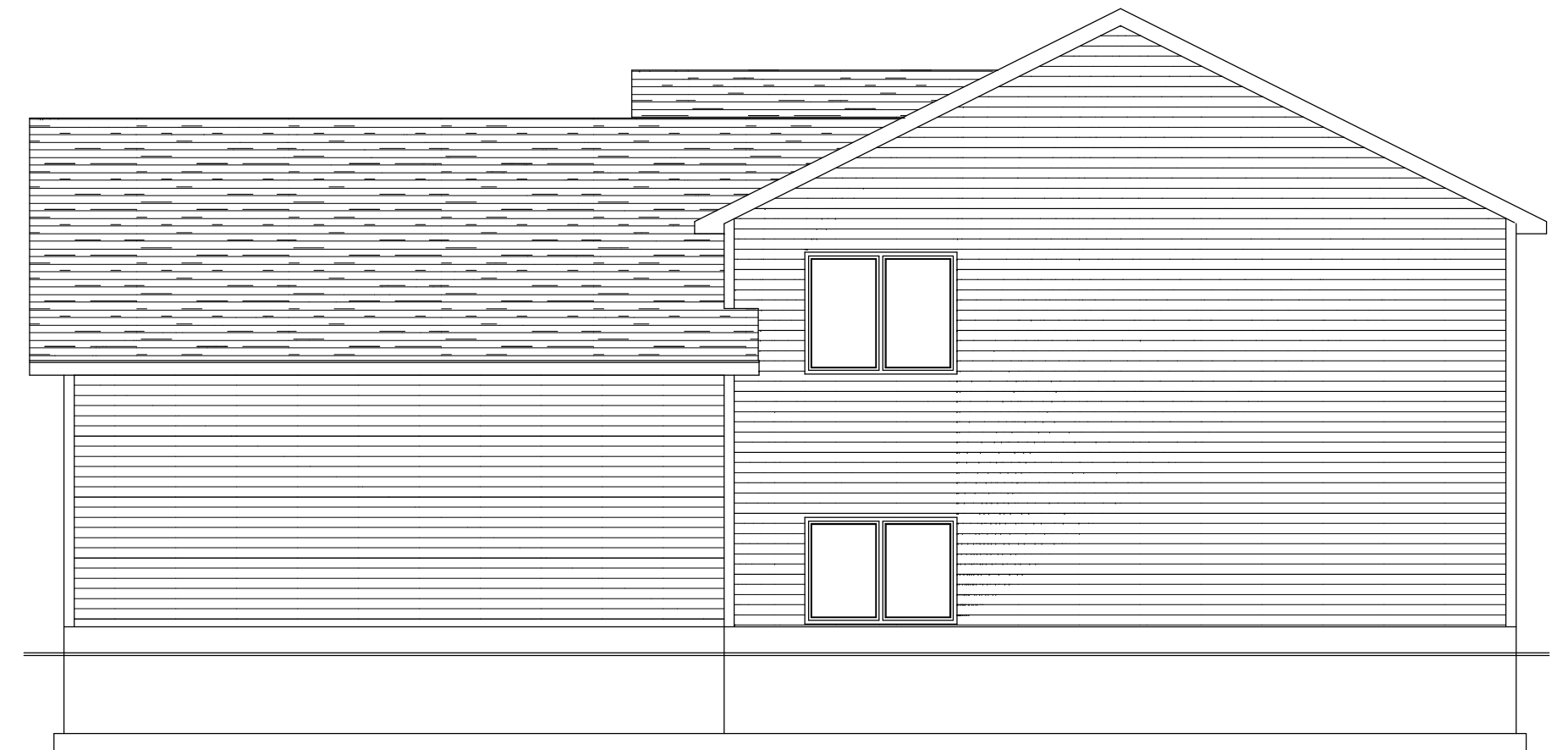


REAR ELEVATION

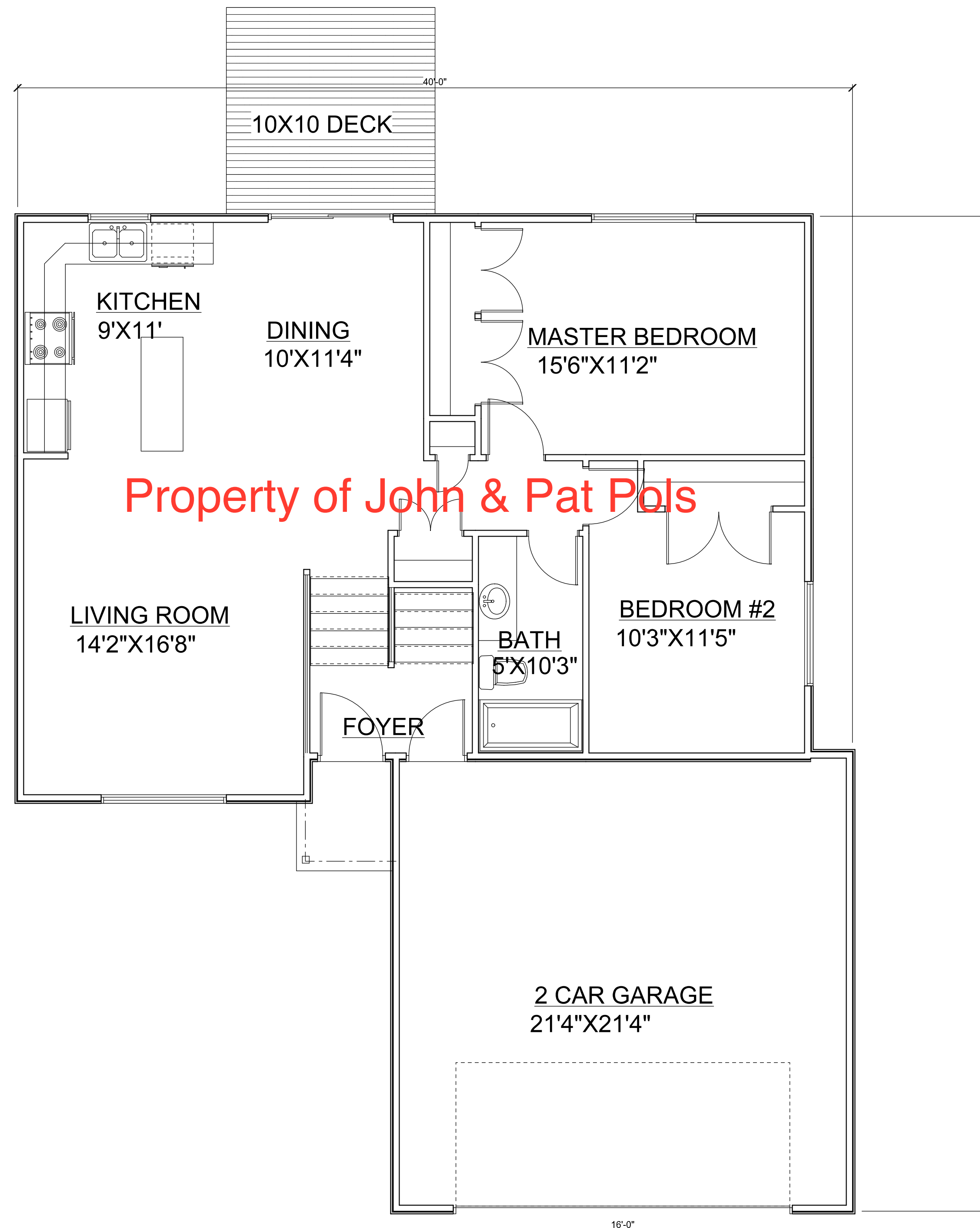
Property of John & Pat Pols



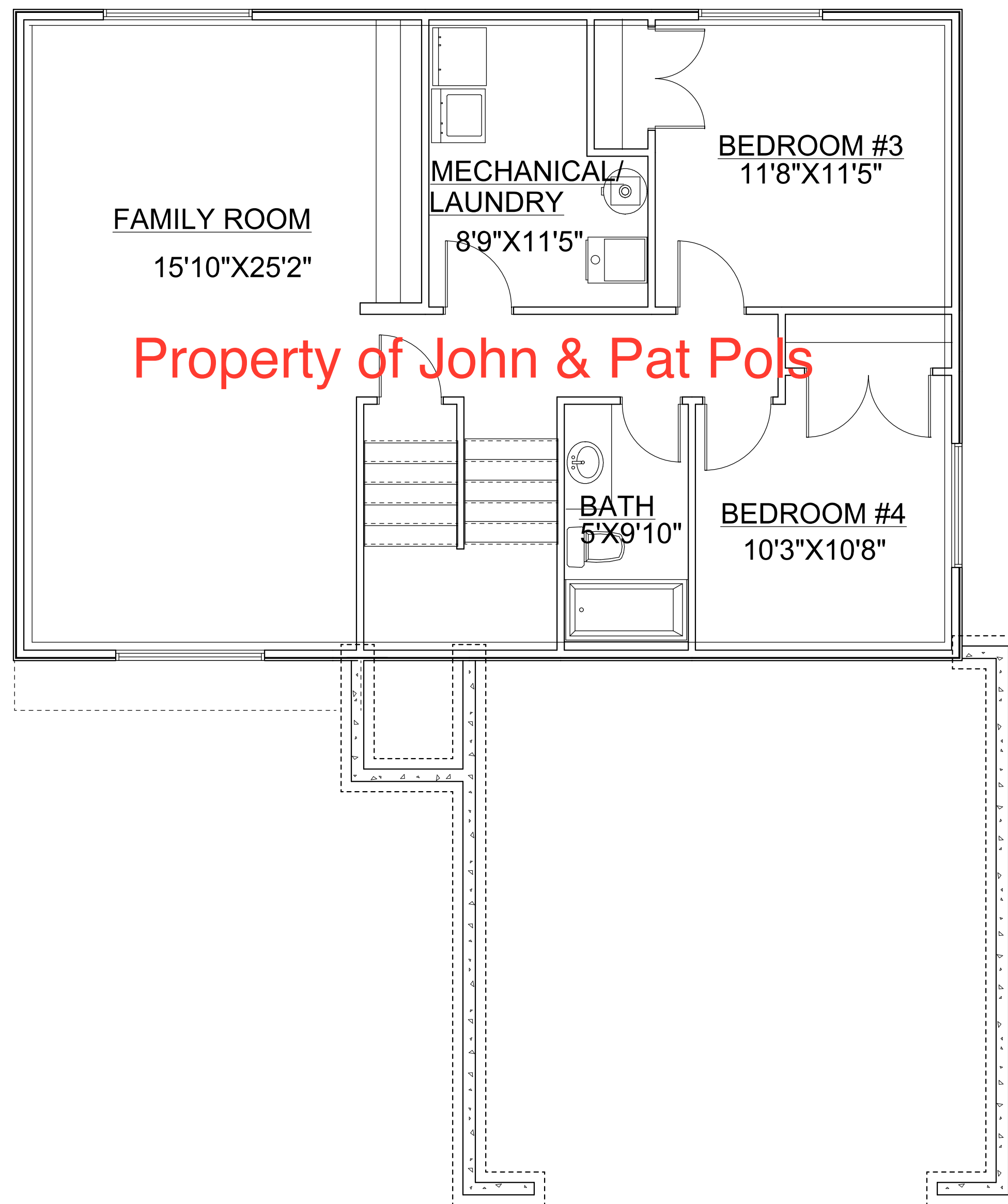
LEFT ELEVATION



RIGHT ELEVATION



MAIN LEVEL FLOOR PLAN
1016 SF



LOWER LEVEL FLOOR PLAN

912 SF

