

OTTAWA COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Agenda for Thursday, March 21, 2024 | 3:30pm | Conference Room G

12220 Fillmore Street, West Olive MI 49460

1. Call to order
2. Roll call
3. Approval of the agenda for the March 21, 2024 meeting
4. Approval of the minutes from the January 18, 2024 meeting
5. Discussion Item
 - A. Potential Housing TIF Project Proposal(s)
 - I. Terra Station
6. Correspondence and communications - none
7. Budget report
8. Old business – none
9. New business
 - A. Brownfield Incentive Program – 18 & 20 North Fifth Street, City of Grand Haven

Motion: To ratify the Board Chair’s approval to fund a Phase I ESA at a not-to-exceed cost of \$2,200.
 - B. Brownfield Incentive Program – 13750 172nd Avenue – Grand Haven Township

Motion: To approve funding a Phase II Environmental Site Assessment (\$6,500 if in combination with BEA and DCCR, \$8,000 if those are not required) and, if required, Baseline Environmental Assessment (\$1,500) and a Due Care & Compliance Report (\$1,800) at a total not-to-exceed cost of \$9,800.
10. Public comment
11. Other business/discussion/updates - none
12. Adjournment

**OTTAWA COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY UNAPPROVED MINUTES**

The Ottawa County Brownfield Redevelopment Authority met Thursday, January 18, 2024, at 3:30 p.m. in Conference Room E at the Fillmore Administrative Complex and was called to order at 3:42 p.m. by Mr. Brugger.

Present at roll call: Rebecca Hopp, Cheryl Clark, Roger Belknap, Josh Brugger, John Gibbs, James Bleicher (6)

Absent at roll call: Kirk Perschbacher, Garry Post, Ken Brune (3)

Staff & Guests: Becky Huttenga and Paul Sachs, Strategic Impact; Renee Kuiper and Jessica Kass-Doornbos, Clerk/Register of Deeds; Kirk Perschbacher (virtual), Fishbeck; Howard Fink, Park Township.

BRA 24-001 Ms. Clark moved to approve the agenda for the January 18, 2024 meeting. The motion passed.

BRA 24-002 Ms. Hopp moved to approve the minutes from the October 19, 2023 meeting. The motion passed.

Correspondence and Communication - None

Committee Reports – None

Budget Report – Becky Huttenga gave an update on the budget report.

Old Business – None

New Business –

A. Organizational Action Item – Election of Officers, Article IV of OCBRA Bylaws

BRA 24-003 Motion:

1. Ms. Hopp moved to nominate Josh Brugger as Chair, Rebecca Hopp as Vice Chair, Rebecca Hopp as Secretary, and Cheryl Clark as Treasurer. YEAS: Mr. Bleicher, Mr. Belknap, Mr. Brugger, Ms. Hopp, Ms. Clark, Mr. Gibbs (6); NEAS: None (0); ABSENT: Mr. Perschbacher, Mr. Brune, Mr. Post (3). The motion passed.

The Chief Deputy County Clerk, Renee Kuiper, administered the Oath of Office to Chairperson, Vice-Chairperson, Secretary and Treasurer.

B. Brownfield Incentive Program Committee (3 Members)

BRA 24-004 Motion:

1. Mr. Belknap moved to appoint Kirk Perschbacher, Garry Post and Rebecca Hopp to the 2024 Brownfield Incentive Program Committee. The motion passed.

C. Assessment assistance request – Brownfield Incentive Program – Park Township Airport-Howard Fink gave an update on the project. The airport is no longer viable as it could not

receive federal or state funding. Additionally, the township did not have the resources to continue running the airport. The entire site will now become a large park and has been in development. While getting ready for the start of another phase of development, an individual found a black rock on the surface of the ground. It was presumed that the rock was coal. A geology professor later reported that the rock was slag, and it was determined that the rock needed to be tested. The piece of slag came back high for arsenic and chromium when tested. Environmental consultants wanted to test more in the area where the arsenic was found. Fortunately, the other tests came back normal. However, in abundance of caution, Park Township would like to put topsoil in this area so that it limits direct contact with the slag.

Mr. Perschbacher gave an update on the Brownfield Incentive Program (BIP) committee recommendation. It is recommended that the committee give \$5,000 to assist in capping the contaminated soil as this will show support to this project. Ms. Huttenga spoke to the positives of helping this project - it not only meets the criteria of the committee's purpose, but it additionally supports a local unit and supports the decision of Park Township to proactively protect public health. The committee does have \$40,000 left in its budget.

Mr. Gibbs asked what is the total cost to cap everything? Mr. Fink responded that this has yet to be determined. Mr. Perschbacher indicated that a good estimate would be \$50,000-\$60,000 to cap the entire area.

Mr. Belknap asked if the pavement of the runway will be removed? Mr. Fink responded that the pavement has already been removed throughout the area and parts of it have already been turned into trails.

BRA 24-005

Motion:

1. Ms. Hopp moved to approve financial support from Brownfield Incentive Program not to exceed \$5,000 toward capping contaminated portions of the Park Township Airport with topsoil and turf. YEAS: Mr. Bleicher, Mr. Belknap, Mr. Brugger, Ms. Hopp, Ms. Clark, Mr. Gibbs (6). NEAS: none. ABSENT: Mr. Perschbacher, Mr. Brune, Mr. Post (3). The motion passed.

Public Comment – none

Other Business/Discussion/Updates –

- A. 2024 Meeting Schedule-Ms. Huttenga gave an update on the 2024 schedule and where the meetings will be held.
- B. Kirk Perschbacher – The final report for the EPA 2020 grant was finalized and submitted into the USEPA. Ms. Huttenga will be doing some public outreach on February 22, 2024, at 2:30 p.m. regarding the Housing TIF rules and MSHDA Housing Readiness Incentive grant. The Terra Station is looking for phase I funding. A property in Spring Lake township is looking for assistance on an assessment and this has been referred to the State.

Adjournment: The meeting was adjourned by Mr. Brugger at 4:30 p.m.

**BROWNFIELD PLAN FOR THE
TERRA STATION VENTURES, LLC PROJECT AT
3302 PROSPECT STREET, HUDSONVILLE, MICHIGAN**

Prepared for:

Ottawa County Brownfield Redevelopment Authority
12220 Fillmore Street, Room 260
West Olive, Michigan 49460

Prepared with the assistance of:

Warner Norcross + Judd LLP
150 Ottawa Ave NW, Suite 1500
Grand Rapids, MI 49503-2487

February 13, 2024

Recommended for approval by the Ottawa County Brownfield Redevelopment Authority on _____, 2024

Resolution of Concurrence/Support by the Hudsonville City Council on _____, 2024

Resolution of Support by the Ottawa County Commission on _____, 2024

TABLE OF CONTENTS

1. SUMMARY OF PROJECT

2. BASIS OF ELIGIBILITY

3. REQUIRED ELEMENTS OF BROWNFIELD PLAN

- A. Description of Costs Intended to be Reimbursed with Tax Increment Revenues
- B. Summary of Eligible Activities
- C. Estimate of Captured Taxable Value and Tax Increment Revenues
- D. Method of Financing and Description of Advances Made by the Municipality
- E. Maximum Amount of Note or Bonded Indebtedness
- F. Duration of Brownfield Plan
- G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions
- H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property
- I. Estimates of Residents and Displacement of Individuals/Families
- J. Plan for Relocation of Displaced Persons
- K. Provisions for Relocation Costs
- L. Strategy for Compliance with Michigan's Relocation Assistance Law
- M. Description of Proposed Use of Local Site Remediation Revolving Fund
- N. Other Material that the Authority or Governing Body Considers Pertinent

EXHIBITS

Figure 1	Map of the Property
Table 1	TIF Table
Attachment A	Legal Descriptions of the Eligible Property in the Plan
Attachment B	Confirmation of Facility Status

1. Summary of Project

Pursuant to this Redevelopment Project Brownfield Plan (“**Brownfield Plan**”), Terra Station Ventures, LLC (“**Developer**”) is proposing to redevelop the approximately 4.461-acre property located off Chicago Drive near the corner of Prospect Street and School Avenue in downtown Hudsonville (the “**Property**”) into a new mixed-use multifamily and retail development (the “**Project**”). The Project consists of a total of twelve (12) new three-story buildings and includes one (1) mixed-use building with approximately 4,600 square feet of first floor retail space with seventeen (17) residential units (1-2 beds) above located along School Avenue. The remaining eleven (11) multifamily residential buildings will each include a range of 10-12 units with a mix of studio, one bedroom, and two bedroom units. In total, the Project will include a total of 139 new residential units, consisting of twenty-seven (28) studios, fifty-five (55) one-bedroom, and seventy-two (72) two bedroom units. The Developer is seeking to utilize the new Housing TIF program and intends to designate twenty (20) units for tenants earning 120% area median income or less. The Project will facilitate the development of housing projected to be rented to households earning between 70% and 120% of the area median income, of which there is a demand for 545 units by 2027 as identified by the Ottawa County Housing Needs Assessment, linked below:

https://www.housingnext.org/files/ugd/8dbec7_ac4d908414d247cfbb970393682c7c5e.pdf

The Project is expected to include construction of a new road (Harvey Street Woonerf), utilities, and associated site improvements, including covered and surface parking. The Project will include an additional 46 parking spaces and other infrastructure improvements for the benefit of tenants, their guests, and the public. The Project is expected to commence in July 2024 and be completed over a 24-month construction period. Total capital investment is estimated at approximately \$32.3 million.

2. Basis of Eligibility

The Property, which is listed and legally described in Attachment A, is considered a “facility” as defined under Section 20101(s) of 1994 Public Act 451, as amended, due to the presence of phenanthrene in the groundwater at concentrations that exceed EGLE’s generic residential clean-up criteria. The Property is also considered “Housing Property” under the Act. Therefore, the Property is considered “Eligible Property” under Act 381 of 1996, as amended. Attachment B includes a summary of the identified environmental conditions.

See Figure 1 for a map of the Property.

3. Required Elements of Brownfield Plan

A. A description of costs intended to be paid for with tax increment revenues. (MCLA 125.2663(2)(a))

Developer will seek tax increment financing (“**TIF**”) from available local taxes and state school taxes, as applicable, for eligible activities conducted on the Property, including department specific activities, housing development activities, including infrastructure improvements to support housing, a 15% contingency, and brownfield plan preparation, development, and implementation. The table below presents estimated costs of the eligible activities for the Project that qualify for TIF reimbursement.

ELIGIBLE ACTIVITIES	
TASK	COST ESTIMATE
1. Department Specific Activities (excludes Ph. I covered by grant funds)	\$18,000
2. Housing Development Activities – Potential Rent Loss (PRL)	\$4,000,000
3. Infrastructure Improvements to support Housing Activities	\$194,000
Eligible Activity Subtotal	<i>\$4,212,000</i>
4. Contingency (15%) – excludes PRL	\$31,800
5. Brownfield Plan/Work Plan Preparation, and Development	\$30,000
6. Brownfield Plan /Work Plan Implementation	\$50,000
TOTAL	\$4,323,800

B. A brief summary of the eligible activities that are proposed for each eligible property. (MCLA 125.2663(2)(b))

“Eligible Activities” are defined in Act 381 of 1996, as amended (the “Act”) as meaning one or more of the following: (i) department specific activities; (ii) relocation of public buildings or operations for economic development purposes; (iii) reasonable cost of environmental insurance; (iv) reasonable cost of developing, preparing and implementing brownfield plans, combined brownfield plans, and work plans; (v) demolition of structures that is not a response activity under Part 201 of NREPA; and (vi) lead, asbestos, or mold abatement. In addition, in non-qualified local governmental units such as the City of Hudsonville and a project includes housing property located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan, the Act includes the following additional activities under the definition of “eligible activities”: (A) housing development activities; (B) infrastructure improvements that are necessary for housing property and support housing development activities; and (C) site preparation that is not a response activity and that supports housing development activities. The cost of eligible activities is estimated in the table above and includes the following:

- i. Department Specific Activities. Costs associated with due diligence for acquisition of the Property, including Baseline Environmental Assessment and Due Care Plan preparation costs.
- ii. Housing Development Activities. Housing development activities include potential rent loss for attainable units, infrastructure improvements available for public use and necessary for a housing project, including road, water, sewer, power and other utilities. Costs will include associated engineering fees.

- iii. Infrastructure Improvements to support Housing Development Activities. Infrastructure improvements will include construction of an immediately adjacent publicly owned parking lot on City property that will support the Project. Costs will include associated engineering fees.
- iv. Contingencies. A 15% contingency is included to cover unexpected cost overruns on the Project encountered during construction.
- v. Brownfield Plan/Work Plan Preparation, and Development. Costs incurred to prepare and develop this Brownfield Plan, as required under the Act.
- vi. Brownfield Plan/Work Plan Implementation. Costs incurred to administer and implement this Brownfield Plan, as required under the Act.

C. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCLA 125.2663(2)(c))

An estimate of real property tax capture for tax increment financing is attached as Table

1.

D. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCLA 125.2663(2)(d))

The Developer (and City of the public parking) will initially pay for the cost of the Eligible Activities included in this Brownfield Plan and they will seek reimbursement through available tax increment revenue during the term of the Plan Amendment.

E. The maximum amount of the note or bonded indebtedness to be incurred, if any. (MCLA 125.2663(2)(e))

Bonds will not be issued for the Project.

F. The proposed beginning date and duration of capture of tax increment revenues, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCLA 125.2663(2)(f) and MCLA 125.2663b(16))

The duration of the Plan for the Project is estimated to be 18 years. It is estimated that redevelopment of the Property will be completed over the next twenty-four (24) months and that it will take up to thirteen (13) years to recapture the Eligible Activities through tax increment revenues, plus up to 5 years of capture for the Local Brownfield Revolving Fund (the "LBRF"), if available. The attainable housing units will be maintained for a 14yr term based on the calculated PRL under the Plan. Therefore, the first year of tax increment capture will be 2025 and the Brownfield Plan will remain in place until the Developer is fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration provided for in MCL 125.2663. The Authority intends to capture funds for the LBRF with tax increment revenue capture, if available.

G. An estimate of the future tax revenues of all taxing jurisdictions in which the Property is located to be generated during the term of the Plan. (MCLA 125.2663(2)(g))

An estimate of real property tax capture is attached as Table 1.

H. A legal description of each parcel of eligible property to which the Plan applies, a map showing the locations and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property and a statement of whether personal property is included as part of the eligible property. (MCLA 125.2663(2)(h))

- i. See legal description and site map of the Properties in Figure 1.
- ii. Eligible Property Status. The Property is a “facility”. See the confirmation of facility status shown in Attachment B. The Property also qualifies as “Housing Property” under the Act.
- iii. Characteristics of the Property: The Property has been used by the cooperative since at least the 1950’s for the storage and distribution of agricultural supplies, including fertilizers, pesticides and herbicides.
- iv. Personal Property. New personal property added to the Property is included as part of the Eligible Property, to the extent that it is taxable.

I. Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan must include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCLA 125.2663(2)(i))

The Property does not currently have anyone residing on it. Therefore, the Project will not result in any displacement of individuals. This Section is inapplicable as the Plan will not displace anyone.

J. A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCLA 125.2663(2)(j))

This Section is inapplicable as the Plan will not displace anyone.

K. Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and other reimbursement of expenses, if any. (MCLA 125.2663(2)(k))

This Section is inapplicable as the Plan will not displace anyone.

L. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCLA 125.2663(2)(l))

This Section is inapplicable as the Plan will not displace anyone.

M. Other material that the Authority or the City Council considers pertinent. (MCLA 125.2663(2)(m))

The Project will provide new much-needed attainable and market rate housing, as well as providing long-term increased property tax base to the City of Hudsonville and Ottawa County. Given the available retail space and assuming similar performance in comparison to other projects the development team has completed, the Developer anticipates estimated job creation of at least six (6) commercial/retail FTEs with average wages of \$17/hr.

FIGURE 1

Location of the Eligible Property

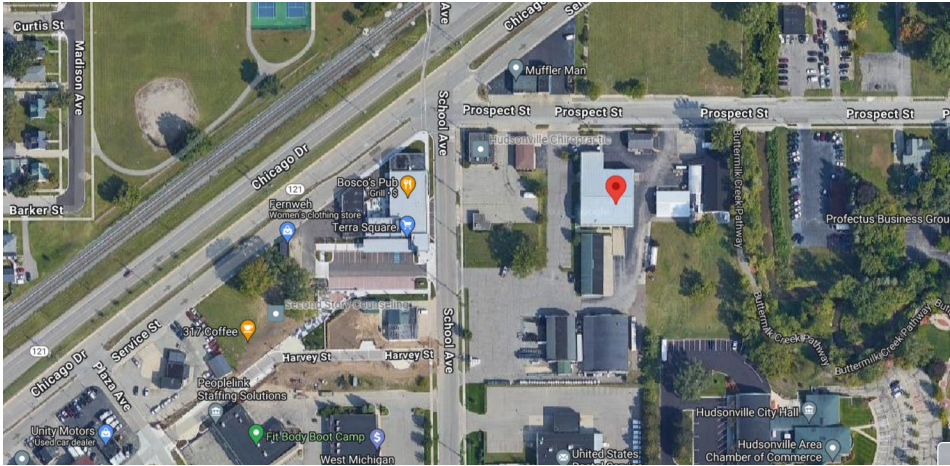
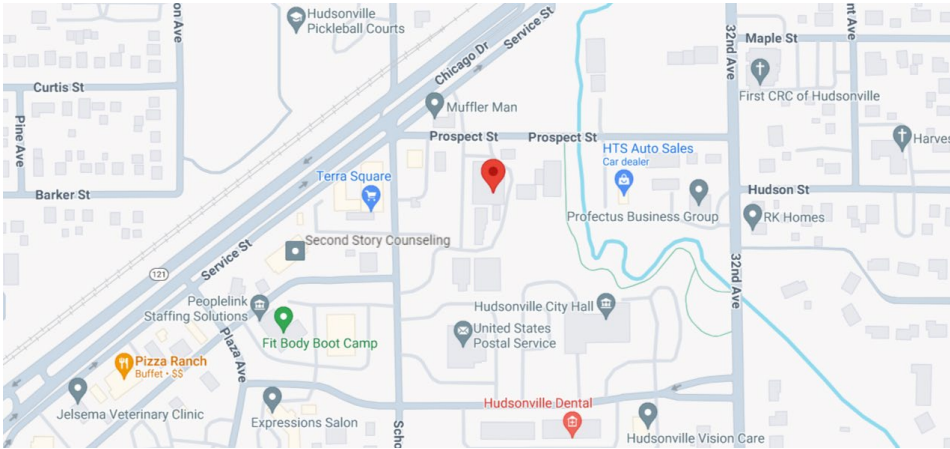
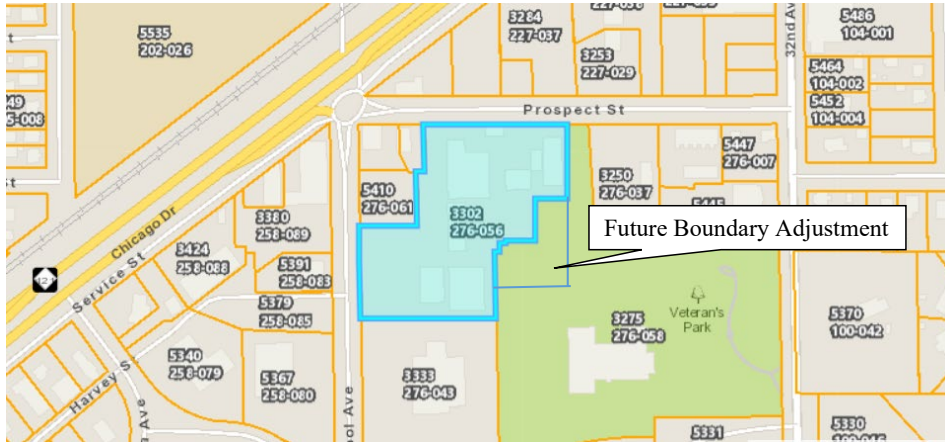


Figure 1



Preliminary Site Plan

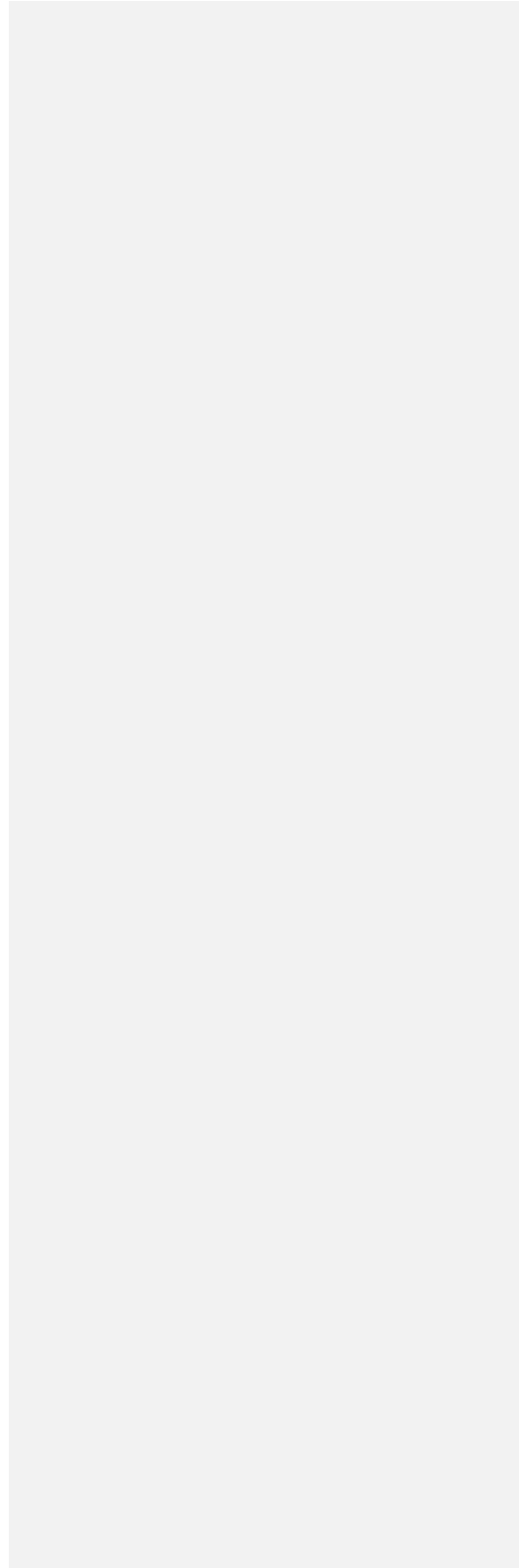
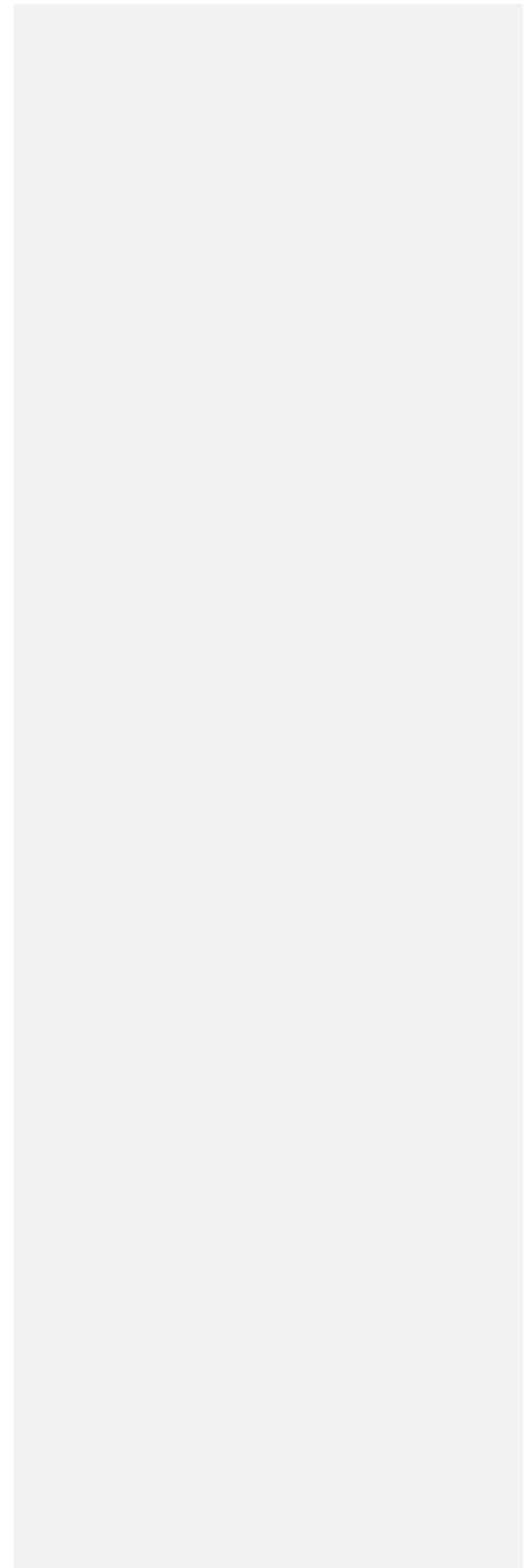


TABLE 1
TIF Table

Table 1



Attachment A

Commented [BJ1]: May want to add parking lot in here

Legal Description of the Eligible Property

Property Address: 3302 Prospect, Hudsonville, Michigan 49426

Parcel ID #: 70-14-32-276-056

Legal Description: LOT 43, ALSO E 62 FT OF LOT 44 EXC W 6.5 FT THEREOF, ALSO LOT 46 EXC THAT PART LYING W OF LI COM 155.5 FT E OF NW COR LOT 45, TH S 110 FT TO N LI OF LOT 44 & END OF SD LI, ALSO PART OF LOTS 41 & 42 COM SW COR OF LOT 43, TH E 316 FT ALG S LI OF LOTS 43 & 46, S 154 FT, S 89D 49M 27S W 314.91 FT TO E LI OF SCHOOL ST, TH N 154 FT TO BEG, ALSO PART OF LOT 33 COM NE COR LOT 46, TH E 160.94 FT ALG S LI OF PROSPECT ST, S 0D 02M 30S W 174 FT, N 89D 57M 30S W 73 FT, S 0D 02M 30S W 96 FT, N 89D 57M 30S W 70 FT, S 0D 02M 30S W 6.75 FT, N 89D 57M 30S W 13.92 FT TO E LI OF LOT 46, TH N 276.48 ALG SD E LI TO BEG. OHLMAN'S ASSR'S PLAT NO.1

Property Address: Part of 3275 Central Blvd, Hudsonville, Michigan 49426

Parcel ID #: 70-14-32-276-058 (Partial – Subject to Boundary Line Adjustment)

Legal Description:

AN AREA OF LAND BEING PART OF LOT 33, OHLMAN'S ASSESSOR'S PLAT NO. 1, AS RECORDED IN LIBER 9 OF PLATS, PAGE 22, BEING PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 13 WEST, CITY OF HUDSONVILLE, OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

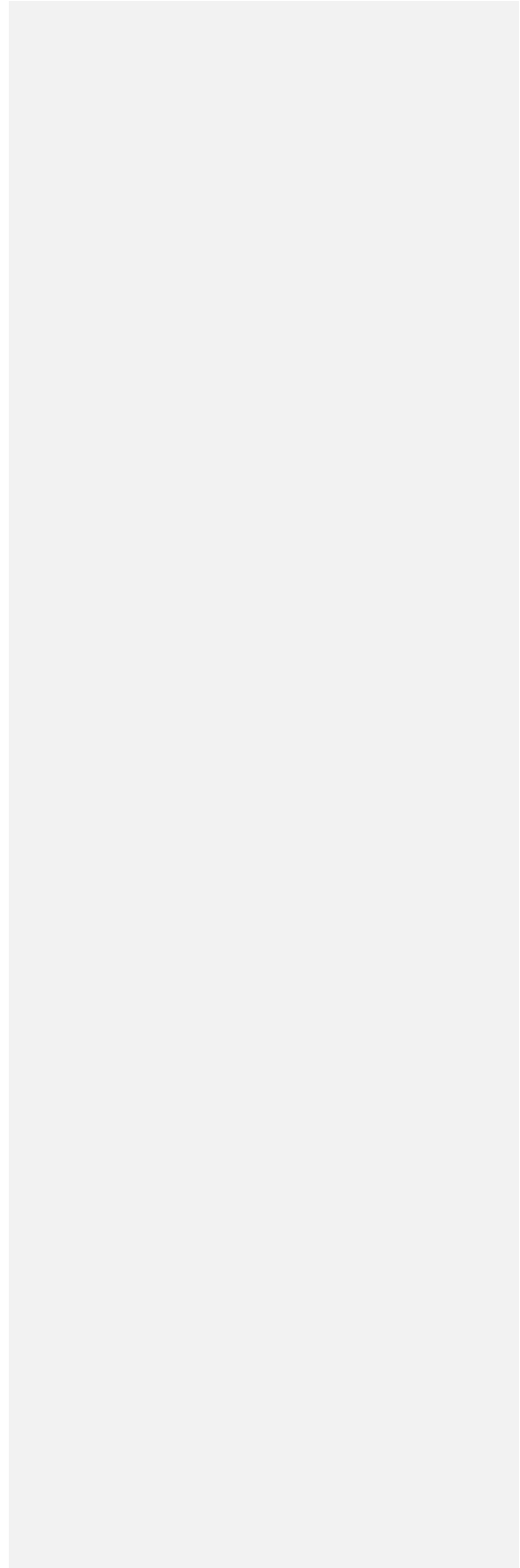
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00 DEGREES 05 MINUTES 11 SECONDS WEST (BASIS OF BEARINGS NAD83, MICHIGAN SOUTH) 1616.09 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32 TO THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF PROSPECT STREET; THENCE NORTH 89 DEGREES 04 MINUTES 44 SECONDS WEST 521.48 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE PROSPECT STREET (66 FEET WIDE); THENCE SOUTH 00 DEGREES 56 MINUTES 27 SECONDS WEST 173.87 FEET TO THE POINT OF BEGINNING OF THE AREA OF LAND DESCRIBED HEREIN; THENCE CONTINUE SOUTH 00 DEGREES 56 MINUTES 27 SECONDS WEST 189.81 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 44 SECONDS WEST 170.24 FEET PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF PROSPECT STREET TO THE EAST LINE OF LOT 42 OF SAID OHLMAN'S ASSESSOR'S PLAT NO. 1; THENCE NORTH 00 DEGREES 13 MINUTES 31 SECONDS WEST 67.21 FEET ALONG THE EAST LINE OF SAID LOT 42 TO THE NORTHEAST CORNER OF LOT 42; THENCE NORTH 03 DEGREES 00 MINUTES 02 SECONDS EAST 20.02 FEET

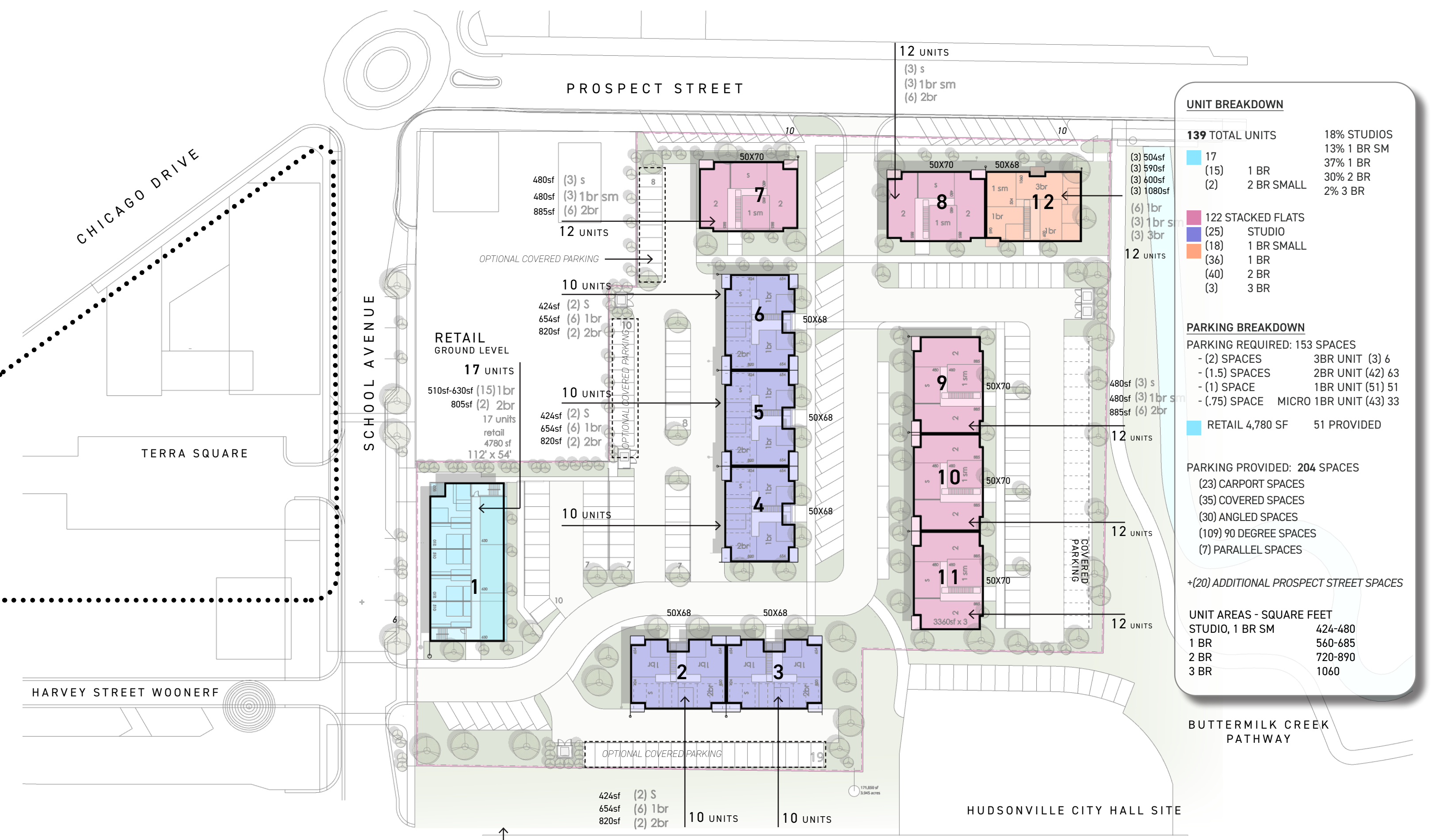
ALONG THE EAST LINE OF LOT 46; THENCE SOUTH 89 DEGREES 04 MINUTES 56 SECONDS EAST 27.92 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 16 SECONDS EAST 6.60 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 44 SECONDS EAST 70.00 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 16 SECONDS EAST 96.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 44 SECONDS EAST 73.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.525 ACRES OF LAND.

Attachment A

ATTACHMENT B
Confirmation of Facility Status

Attachment B





UNIT BREAKDOWN

139 TOTAL UNITS

18% STUDIOS	17
13% 1 BR SM	(15) 1 BR
37% 1 BR	(2) 2 BR SMALL
30% 2 BR	
2% 3 BR	

122 STACKED FLATS

(25) STUDIO
(18) 1 BR SMALL
(36) 1 BR
(40) 2 BR
(3) 3 BR

PARKING BREAKDOWN

PARKING REQUIRED: 153 SPACES

- (2) SPACES 3BR UNIT (3) 6
- (1.5) SPACES 2BR UNIT (42) 63
- (1) SPACE 1BR UNIT (51) 51
- (.75) SPACE MICRO 1BR UNIT (43) 33

RETAIL 4,780 SF 51 PROVIDED

PARKING PROVIDED: 204 SPACES

- (23) CARPORT SPACES
- (35) COVERED SPACES
- (30) ANGLED SPACES
- (109) 90 DEGREE SPACES
- (7) PARALLEL SPACES

+ (20) ADDITIONAL PROSPECT STREET SPACES

UNIT AREAS - SQUARE FEET

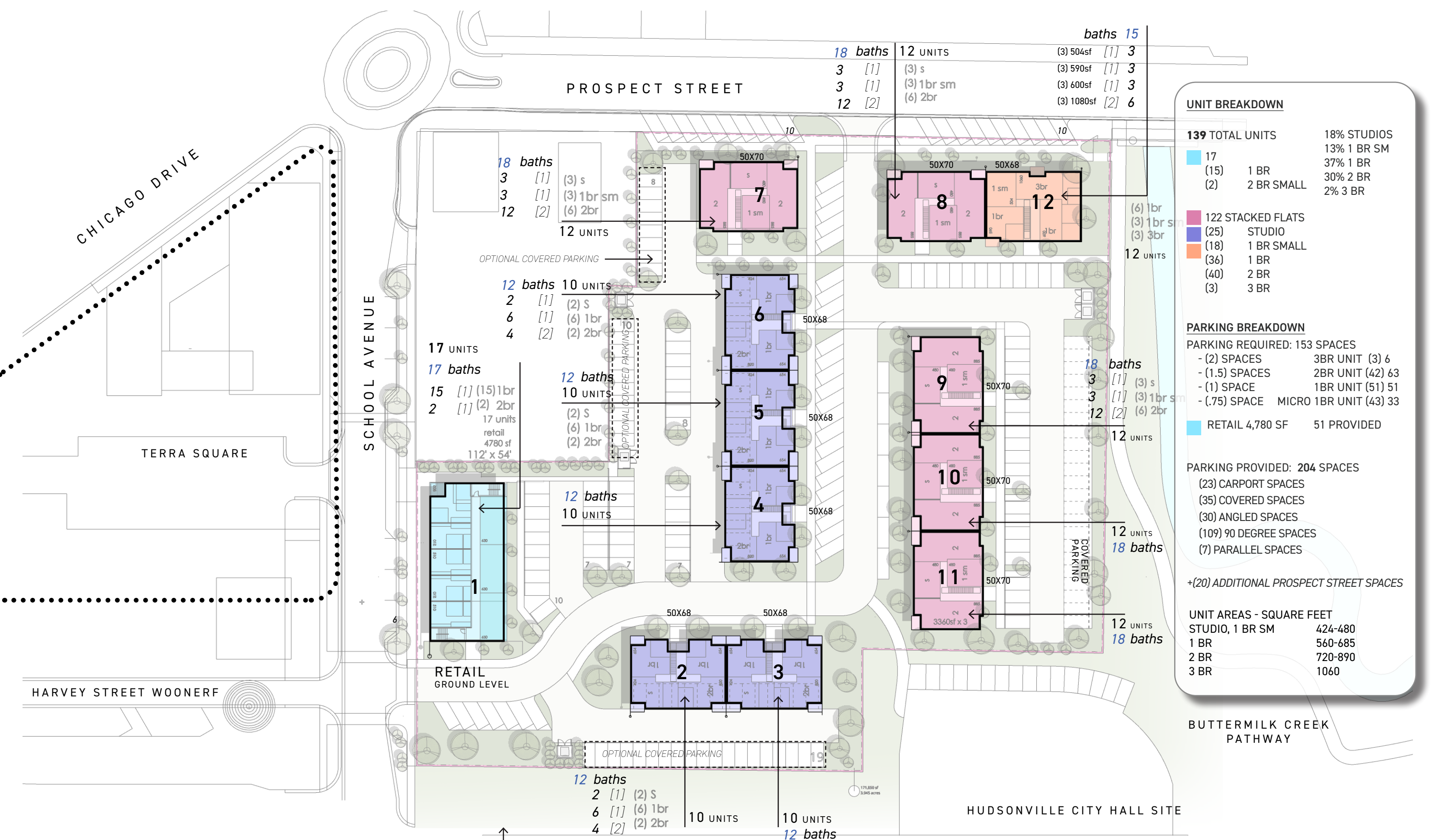
STUDIO, 1 BR SM	424-480
1 BR	560-685
2 BR	720-890
3 BR	1060



SITE PLAN DIAGRAM

US POSTAL SERVICE SITE

TERRA STATION Hudsonville, Michigan | 7 31 2023 | 20211202



18 baths	12 UNITS	baths 15
3 [1]	(3) s	(3) 504sf [1] 3
3 [1]	(3) 1br sm	(3) 590sf [1] 3
12 [2]	(6) 2br	(3) 600sf [1] 3
		(3) 1080sf [2] 6

UNIT BREAKDOWN

139 TOTAL UNITS

17	18% STUDIOS
(15) 1 BR	13% 1 BR SM
(2) 2 BR SMALL	37% 1 BR
	30% 2 BR
	2% 3 BR

122 STACKED FLATS

(25) STUDIO
(18) 1 BR SMALL
(36) 1 BR
(40) 2 BR
(3) 3 BR

PARKING BREAKDOWN

PARKING REQUIRED: 153 SPACES

- (2) SPACES 3BR UNIT (3) 6
- (1.5) SPACES 2BR UNIT (42) 63
- (1) SPACE 1BR UNIT (51) 51
- (.75) SPACE MICRO 1BR UNIT (43) 33

RETAIL 4,780 SF 51 PROVIDED

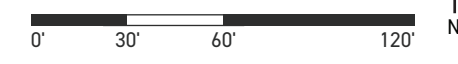
PARKING PROVIDED: 204 SPACES

- (23) CARPORT SPACES
- (35) COVERED SPACES
- (30) ANGLED SPACES
- (109) 90 DEGREE SPACES
- (7) PARALLEL SPACES

+ (20) ADDITIONAL PROSPECT STREET SPACES

UNIT AREAS - SQUARE FEET

STUDIO, 1 BR SM	424-480
1 BR	560-685
2 BR	720-890
3 BR	1060



SITE PLAN DIAGRAM - BATHROOM COUNTS

US POSTAL SERVICE SITE

HUDSONVILLE CITY HALL SITE



Brownfield Redevelopment Authority

Object	Budget	Actuals	Description/Narrative		
Revenue					
402010	82,521	21,868.28	Current Property Taxes		
				<i>Budget</i>	<i>Actuals</i>
			Borculo/ZFS	14,129	6,049.09
			Best	18,812	1,970.99
			Epicurean Village	42,609	8,812.11
			Gull Lake Marine	6,971	5,036.09
			Total	82,521	21,868.28
501000	0	0.00	Federal Grants		None Currently
541000	0	0.00	State Grant: Program		None Currently
580000	4,100	0.00	Local Contributions		
				<i>Budget</i>	<i>Actuals</i>
			BIP	4,100	0.00
			Total	4,100	0.00
626000	5,844	3,018.21	Services Rendered		
				<i>Budget</i>	<i>Actuals</i>
			Borculo/ZFS	744	318.37
			Best	990	1970.99
			Epicurean Village	2,243	463.79
			Gull Lake Marine	367	265.06
			Application Fee (Future Project)	1,500	0.00
			Total	5,844	3,018.21
665000	189	0.00	Interest on Investments		
				<i>Budget</i>	<i>Actuals</i>
			Interest Allocation	189	0.00
			Total	189	0.00

Brownfield Redevelopment Authority

Object	Budget	Actuals	Description/Narrative		
Expense					
702000	0	0.00	Regular Wages Benefitted		
				<i>Budget</i>	<i>Actuals</i>
			Staff Salary	0.00	0.00
			Total	<u>0</u>	<u>0.00</u>
710000	0	1,228.63	Fringes		
				<i>Budget</i>	<i>Actuals</i>
			Staff Fringes	0.00	0.00
			Total	<u>0</u>	<u>0.00</u>
808000	86,622.00	36,339.75	Service Contracts		
				<i>Budget</i>	<i>Actuals</i>
			Consultants/Contracted Services	0.00	0.00
			Borculo/ZFS	13,010	6,049.09
			SET (Borculo/ZFS)	1,120	0.00
			GLM North (Gull)	6,971	5,036.09
			Epicurean Village	42,609	8,812.11
			SET (Best)	1,213	0.00
			EGLE (Best)	17,599	16442.46
			BIP (Admin Transfer to BIP)	4,100	0.00
			Total	<u>86,622.00</u>	<u>36,339.75</u>

Brownfield Redevelopment Authority

Object	Budget	Actuals	Description/Narrative		
860000	50	0.00	Travel Mileage		
			Mileage	<i>Budget</i>	<i>Actuals</i>
				50	0.00
			Total	50	0.00
967010	25,500	8,500.00	Project Costs		
			Bob Jeff Hudsonville	<i>Budget</i>	<i>Actuals</i>
			CL Real Estate	6,800	0.00
			Rosendall Land Holdings	6,500	0.00
			Airpark	8,500	8500.00
				3,700	0.00
			Total	25,500	8500.00
Revenue	92,654	24,886.49			
Expense	112,172	46,068.38			
Fund Balance*	19,518	21,181.89			
Net Gain/Loss	0	0.00			



Brownfield Incentive Program

--- Project Application ---

plan@miottawa.org | 616.738.4852 | miottawa.org/brownfields

Instructions for Applicant: To have an eligible project considered for an Incentive, please complete the form as thoroughly as possible. If you have questions regarding any of the requested information, please contact the Ottawa County Planning and Performance Improvement Department at 616-738-4852 or via e-mail at plan@miottawa.org.

Applicant Information

Applicant Name: Fire Barn Investors, LLC Date: 1-24-2024

Category: Owner Tenant Purchaser Developer Other: _____

Address: P.O. Box 261; 22 S Harbor Dr. #101; Grand Haven, MI

Contact Info: 616-847-1031 616-502-1155
 Phone (office) Phone (cell)

Dave@CapstoneCompanies.net
 Email

Eligibility: I have reviewed the BIP Eligibility Requirements and confirm that the project is eligible.

Property Information

Site Address: 18 - 20 N. Fifth Street; Grand Haven, MI

Parcel ID#: Part of #70-03-21-351-007 Acreage: +/- 0.2 acres after split

Current Site Owner: City of Grand Haven

Owner Contact Info: 616-847-4888 231-719-5675
 Phone (office) Phone (cell)

ALatsch@GrandHaven.org
 Email

Current Zoning: Civic Center

Site History and Current Use: Originally home to the City's fire department. More recently used for City office space, and most recently leased by a church.

***Please provide copies of any available site maps**

Previous Environmental Activities Completed (if known)

Phase I ESA BEA Due Care Plan None

Phase II ESA Remediation Other Unknown*

***Please provide copies of any available environmental reports**

**EXCEPT WE BELIEVE THE CITY MAY HAVE MITIGATED SOME ASBESTOS IN THE BUILDING*

Project Information

	Yes	No	Comments (Include on additional page if needed)
Is there suspected or confirmed contamination on the project site or on an adjacent site?	<input type="checkbox"/>	<input checked="" type="checkbox"/> *	* EXCEPT WE BELIEVE THERE MAY BE LEAD BASED PAINT + SOME ASBESTOS PRESENT
Is the site blighted ⁱ or functionally obsolete ⁱⁱ ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	"FIRE BARN" DESIGN PLUS NARROW DOORS + STAIRS PRECLUDE ADA COMPLIANCE
Redevelopment potential – does the proposed project currently have:			
Developer commitment/purchase agreement and a redevelopment plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Private funds secured for a portion of the project costs? Please estimate the percentage.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DEVELOPER EXPECTS TO PAY FOR MOST IF NOT ALL COSTS OF RE-DEVELOPMENT
Tax increment financing or other local/state incentives planned? Please provide details and timeline if known.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Compliance with local zoning and land-use plans and/or support from the local unit of government?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Plans to expand, relocate, or start a business?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CRISTONE REAL ESTATE TO OCCUPY MAIN FLOOR.
Economic benefits - is it likely that the proposed project will (provide detail under comments):			
Create permanent jobs within two years? (Please estimate total number)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Increase tax base? (Please estimate dollar amount)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CURRENTLY NET ON TAX ROLL. FINAL TAXABLE VALUE ≥ \$2.5 MILLION
Catalyze other redevelopment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WILL FORM A "BRIDGE" BETWEEN DOWNTOWN + CENTERTOWN
Environmental benefits - is it likely that the proposed project will (provide detail under comments):			
Identify presence, type, and extent of contamination?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ASSUMING PRESENCE OF LEAD PAINT + ASBESTOS
Include remediation of contaminants?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "
Reduce environmental health risks to the residents and workers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	" "
Community benefits - is it likely that the proposed project will (provide detail under comments):			
Provide attainable housing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WILL PROVIDE HOUSING BUT MAY NOT BE "ATTAINABLE"
Utilize green infrastructure or create greenspace?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Generate renewable energy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Offer community engagement opportunities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Activities and Amounts Requested (choose one or more):

- Phase I ESA for \$ 2,200

 BEA for \$ _____


 Due Care Plan for \$ _____
 Phase II ESA for \$ _____

 Brownfield Plan for \$ _____

Total amount being requested (please attach quotes from environmental consultant(s): \$ 2,200
**activity(ies) to be funded may not commence until the OCBRA has approved them*

Completed form and any attachments should be submitted via mail or email to:

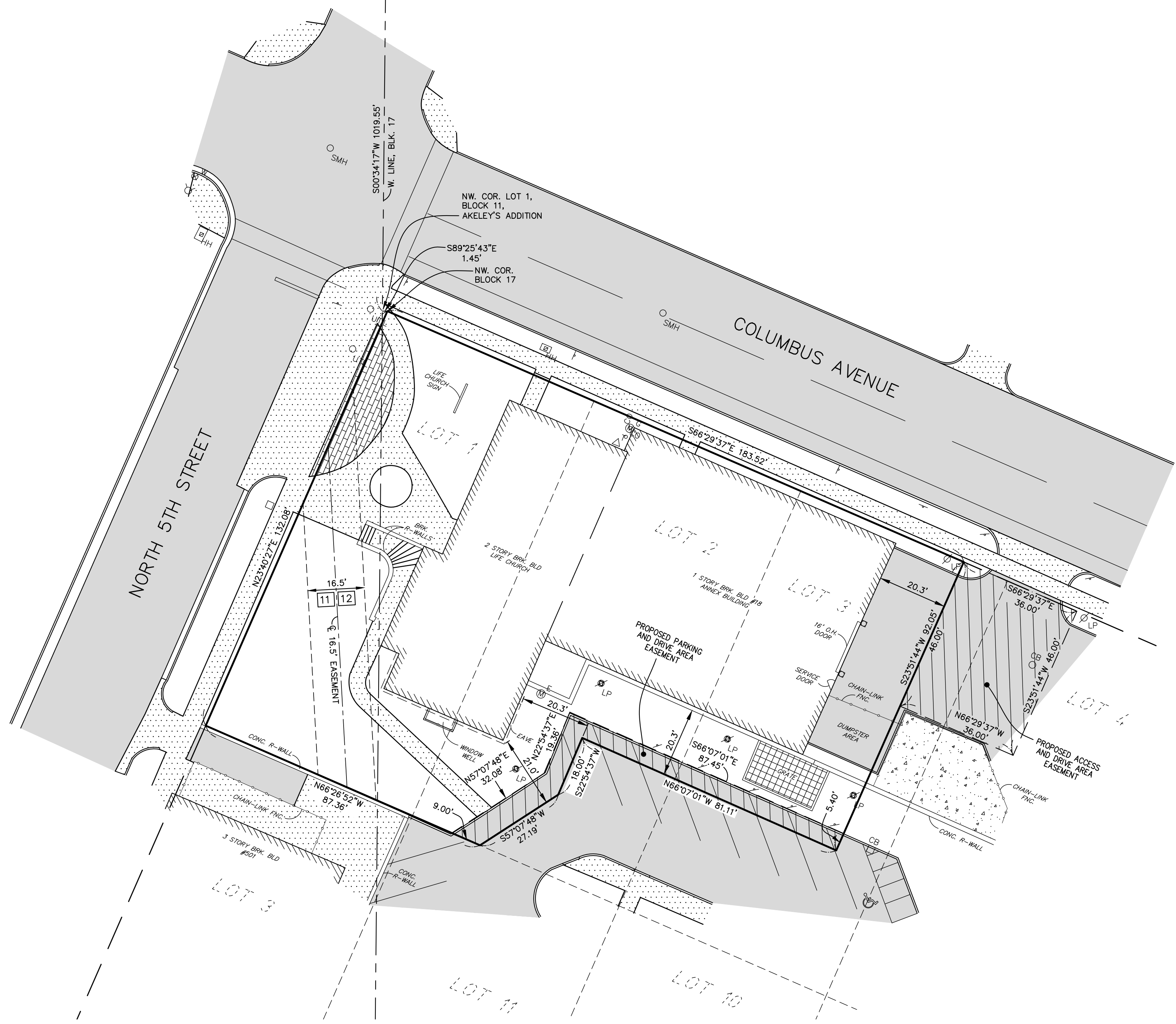
Ottawa County Planning and Performance Improvement Department
 12220 Fillmore Street, Room 260
 West Olive, MI 49460
plan@miottawa.org

FOR OFFICIAL USE ONLY	
Approved Activity:	Phase I ESA
Not to Exceed Amount:	\$2200.00
Approval Date:	01/18/2024
OCBRA Representative Signature:	

ⁱ From Public Act 381 of 1996 125.1652: (c) "Blighted" means property that meets any of the following criteria as determined by the governing body: (i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance. (ii) Is an attractive nuisance to children because of physical condition, use, or occupancy. (iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property. (iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use. (v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act. (vi) Is property owned by or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

ⁱⁱ From Public Act 381 of 1996: (u) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

WEST 1/4
CORNER
SEC. 21,
T.8N.,R.16W.



January 23, 2024

Dave Ten Cate
Capstone Companies
22 South Harbor Drive, Suite 101
Grand Haven, MI 49417

**Proposal for Professional Services – Phase I Environmental Site Assessment (ESA)
18 North 5th Street, Grand Haven, Ottawa County, Michigan
A Portion of Parcel Number 70-03-21-351-007**

Fishbeck is pleased to furnish this proposal to provide environmental due diligence services for the above referenced property. Following are our proposed scope of services and associated fees.

Scope of Services

Phase I ESA

Fishbeck conducts Phase I ESAs in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard Practice E 1527-21 and *All Appropriate Inquiry (AAI)*, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended. The Phase I ESA is performed as part of your environmental due diligence prior to property purchase. The goal of environmental due diligence is to limit potential environmental liability and determine if there are any *recognized environmental conditions* (RECs) associated with the property. This Phase I ESA does not provide any common non-scope considerations outside the ASTM E 1527 standard practice. The typical non-scope items include asbestos containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, endangered species act, indoor air quality, and mold. However, Fishbeck can provide these and other due diligence services upon request.

Fishbeck will complete a Phase I ESA for the Site and provide a report summarizing the work performed, results, and conclusions. All reports will be subject to a quality control review by a qualified senior-level staff member. The final report will be submitted to you electronically as a PDF.

Cost and Assumptions

Fishbeck proposes the following fee schedule:

Service	Fee Structure	Fee
Phase I ESA	Lump-Sum	Two Thousand Two Hundred Dollars (\$2,200)

Assumptions: The Phase I ESA fee assumes Fishbeck will conduct one site visit/inspection; required representatives will be reasonably accessible and available for interviews; agency and company files will be provided to Fishbeck, as allowed by time and cost constraints; and one conference call will be conducted with designated client representatives to resolve issues concerning the project and draft Phase I ESA report. All

pertinent and available environmental or geotechnical reports in possession of client will be supplied to Fishbeck prior to the initial site visit.

During the completion of the assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services in order to comply with applicable regulatory standards. Fishbeck will notify you if a change in the scope of services is required to complete the project. Additional services will not be performed without prior client approval of any amended scope and fee.

Delivery Schedule

Service	Completion Time	Comments
Phase I ESA	20 business days	Assumes no delays with review of regulatory records.

User Reliance

Environmental reports will be provided for the client's exclusive use. Any use of the report by others, without the written consent of Fishbeck, will be without liability to Fishbeck. Fishbeck will provide Reliance Letters to third parties (lenders, etc.) on a case-by-case basis for a nominal fee per letter.

Additional Services and Authorization

Fishbeck also offers other due diligence and property development services that you may want to consider. For example, we provide many other services related to site development, including brownfield redevelopment consulting (e.g., grants, loans, tax increment financing), property condition assessments, feasibility studies, civil engineering, infrastructure and building design, and construction services. We also invite you to visit our website at www.fishbeck.com to learn more about the full range of services Fishbeck offers.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract and amendment to the attention of Ariane Savoy (asavoy@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Thank you for this opportunity. We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 616-464-3876 or rwilson@fishbeck.com.

Sincerely,



Roman A. Wilson

Vice President/Due Diligence and Brownfield Services

Attachments
By email

Professional Services Agreement

PROJECT NAME Phase I ESA – 18 North 5th Street
FISHBECK CONTACT Roman A. Wilson
CLIENT Capstone Companies
CLIENT CONTACT Dave Ten Cate
ADDRESS 22 South Harbor Drive, Suite 101
Grand Haven, MI 49417

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Completion of a Phase I ESA in accordance with the attached Fishbeck proposal letter, dated January 23, 2024.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated January 23, 2024
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

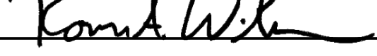
Budget for Above Scope of Services: Two Thousand Two Hundred Dollars (\$2,200)

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:
Capstone Companies

BY: _____
TITLE: _____
DATE: _____

ACCEPTED FOR:
Fishbeck

BY:  _____
TITLE: Vice President
DATE: January 23, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

From: [David Ten Cate](#)
To: [Becky Huttenga](#)
Subject: RE: BIP Application for Fire Barn Investors, LLC
Date: Thursday, January 25, 2024 10:21:17 AM

Caution! This email is from an external address and has a compressed file attached. These files can contain a virus. Use caution when opening this file, or do not open this file at all if you did not expect to receive it.

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

Good morning Becky. To your questions:

1. No, Capstone does not have any past-due taxes (nor do any of the investment/development entities owned by my business partner and me, not that any of those entities are related to this project, but in case our overall track record matters);
2. We are re-purposing the building. Phase I will involve about \$150,000 of remodeling on the main level of the “primary” building (the old “barn”) to make it functional for office use. We also have a concept for development of two stories of new housing units to be constructed atop the “garage” (which “garage” was added to the old barn in 1990 or 1991). For what it’s worth, GH City Council is aware of that concept (addition of two stories worth of dwelling units above the garage) and they accepted our proposal to purchase this property on the basis of that overall proposal, and also GH City Planner Brian Urquart has assured us in writing that the contemplated addition and use would be zoning-compliant, although we do not yet have planning commission approval for the planned addition.
3. When you ask for a “written copy of the Ph I” – are you asking for our Phase I report when completed? Or for Fishbeck’s proposal for their performance of said Phase I? Let me know if I’m misunderstanding the question altogether – which, after my week, would not surprise me in the least....

I’m around today but will not be watching my e-mails for the next hour or two, so if you need something else, please call my mobile (616-502-1155) to get my attention.

David L. Ten Cate, JD, CCIM
[CAPSTONE COMPANIES](#)
22 S. Harbor Drive, Suite 101
Grand Haven, MI 49417
P: 616.847.1031
M: 616.502.1155
F: 616.846.4920

From: Becky Huttenga <bhuttenga@miottawa.org>
Sent: Thursday, January 25, 2024 9:56 AM
To: David Ten Cate <dave@capstonecompanies.net>
Subject: RE: BIP Application for Fire Barn Investors, LLC

From: [Josh Brugger](#)
To: [Becky Huttenga](#)
Subject: Re: FW: BIP request
Date: Friday, February 16, 2024 2:40:58 PM

Caution! This email is from an external address and has a compressed file attached. These files can contain a virus. Use caution when opening this file, or do not open this file at all if you did not expect to receive it.

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

Becky,

Ok, so then, I'm following you. My email did not read correctly. I did not realize that the chair of this board was given the authority to do so. I prefer less unilateral control, but so be it.

For your documentation, I approve funding of the phase one environmental at 18-20 Fifth Street, Grand Haven, MI 49417 in the not to exceed amount of \$2200.

Sincerely, Josh Brugger

Check us out at www.bruggerhouse.com
Josh Brugger - 616-402-0259

On Fri, Feb 16, 2024 at 12:31 PM Becky Huttenga <bhuttenga@miottawa.org> wrote:

Yep. You sure can!

From: Becky Huttenga
Sent: Thursday, January 25, 2024 4:32 PM
To: Josh Brugger <josh@bruggerhouse.com>
Cc: Garry Post <garrypost@gmail.com>; Perschbacher, Kirk <kperschbacher@fishbeck.com>; Rebecca Hopp <rebecca.hopp1@gmail.com>
Subject: BIP request
Importance: High

Good Afternoon, Mr. Chair.

The BIP committee met today, minus Garry who tried to attend virtually while travelling but could not.

They discussed the BIP request (attached) for the Old Fire Barn property in the City of GH and recommended it be funded (notes attached).

Due to the project timeline, the Committee respectfully requests expedited approval from your highness with ratification at the next full board meeting so that the property transaction can proceed.

The attached minutes support your authorization to do so, should you concur with the Committee's recommendation.

If approved, I will advise the applicant that they can proceed with the Phase I.

Please let me know if you have any questions.

Becky Huttenga

Economic Development Coordinator

616.738.4893 | 616.970.0679

www.miottawa.org/farmland

www.miottawa.org/brownfields

www.miottawa.org/PACE

www.mifarmlink.org



Ottawa County
Where You Belong



Josh Brugger
Chairperson

Rebecca Hopp
Vice-Chairperson

Ottawa County[®]

Brownfield Redevelopment Authority

BIP Committee Meeting – via virtual meeting

Date: 01.25.2024

Present: Becky Huttenga, Kirk Perschbacher, Rebecca Hopp

Project: Old Fire Barn – City of GH

Request: \$2,200 – Ph I ESA

Project merits:

- Increases tax base by estimated \$2.5M
- Mixed used development that includes housing
- Repurposes building with historical character

Project faults:

- No job creation

Committee recommendation:

- \$2,200 for the Phase I ESA with expedited approval from the Chair and ratification at the next full board meeting due to project time constraints

Respectfully submitted by:

Becky Huttenga
Economic Development Coordinator, Ottawa County



Brownfield Incentive Program

--- Project Application ---

plan@miottawa.org | 616.738.4852 | miottawa.org/brownfields

Instructions for Applicant: To have an eligible project considered for an Incentive, please complete the form as thoroughly as possible. If you have questions regarding any of the requested information, please contact the Ottawa County Planning and Performance Improvement Department at 616-738-4852 or via e-mail at plan@miottawa.org.

Applicant Information

Applicant Name: HRS Land, LLC Date: 3/12/2024

Category: Owner Tenant Purchaser Developer Other: _____

Address: 608 Clinton Avenue, Grand Haven, MI 49417

Contact Info: 616-843-1473
 Phone (office) _____ Phone (cell) _____
ryan@montinamanufacturing.com
 Email

Eligibility: I have reviewed the BIP Eligibility Requirements and confirm that the project is eligible.

Property Information

Site Address: 13750 172nd Avenue, Grand Haven, MI 49417

Parcel ID#: 70-07-04-400-017 Acreage: 3.5

Current Site Owner: Richard Prins

Owner Contact Info: 616-402-2024
 Phone (office) _____ Phone (cell) _____

 Email

Current Zoning: Industrial District (I-1)

Site History and Current Use: The Site is currently utilized as a CNC manufacturing business known as Montana Manufacturing. The Site has been utilized as a machine shop since at least 1973.

***Please provide copies of any available site maps**

Previous Environmental Activities Completed (if known)

Phase I ESA BEA Due Care Plan None

Phase II ESA Remediation Other Unknown

***Please provide copies of any available environmental reports**

Project Information

	Yes	No	Comments (Include on additional page if needed)
Is there suspected or confirmed contamination on the project site or on an adjacent site?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Phase I ESA recommended a Phase II ESA
Is the site blighted ⁱ or functionally obsolete ⁱⁱ ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Redevelopment potential – does the proposed project currently have:			
Developer commitment/purchase agreement and a redevelopment plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchase agreement in place
Private funds secured for a portion of the project costs? Please estimate the percentage.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tax increment financing or other local/state incentives planned? Please provide details and timeline if known.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Compliance with local zoning and land-use plans and/or support from the local unit of government?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Same use is anticipated.
Plans to expand, relocate, or start a business?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Currently Montina Manufacturing only occupies one of the buildings. The plan is to expand operations to fill both buildings.
Economic benefits - is it likely that the proposed project will (provide detail under comments):			
Create permanent jobs within two years? (Please estimate total number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	With the expansion, plan to add 11 full time jobs
Increase tax base? (Please estimate dollar amount)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Unknown; however, sale of the property will uncap to its current value
Catalyze other redevelopment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Environmental benefits - is it likely that the proposed project will (provide detail under comments):			
Identify presence, type, and extent of contamination?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Include remediation of contaminants?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If contamination identified it will be addressed
Reduce environmental health risks to the residents and workers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Community benefits - is it likely that the proposed project will (provide detail under comments):			
Provide attainable housing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Utilize green infrastructure or create greenspace?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Generate renewable energy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Offer community engagement opportunities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Activities and Amounts Requested (choose one or more):

- Phase I ESA for \$ _____
 BEA for \$ 1,500 *If necessary*
 Due Care Plan for \$ 1,800 *If necessary*
 Phase II ESA for \$ 6,500*
 Brownfield Plan for \$ _____

Total amount being requested (please attach quotes from environmental consultant(s): \$ 9,800
**activity(ies) to be funded may not commence until the OCBRA has approved them*

**\$8,000 if no contamination is identified*

Completed form and any attachments should be submitted via mail or email to:

Ottawa County Planning and Performance Improvement Department
 12220 Fillmore Street, Room 260
 West Olive, MI 49460
plan@miottawa.org

FOR OFFICIAL USE ONLY	
Approved Activity:	
Not to Exceed Amount:	
Approval Date:	
OCBRA Representative Signature:	

ⁱ From Public Act 381 of 1996 125.1652: (c) "Blighted" means property that meets any of the following criteria as determined by the governing body: (i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance. (ii) Is an attractive nuisance to children because of physical condition, use, or occupancy. (iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property. (iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use. (v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act. (vi) Is property owned by or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

ⁱⁱ From Public Act 381 of 1996: (u) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

Zooms out a step



13800
400-009

13776
400-038

13782
400-039

13750
400-017

13720
400-018

13690