

**OSHTEMO CHARTER TOWNSHIP BOARD**  
**7275 West Main Street**  
**Kalamazoo, MI 49009**

**April 11, 2023**

*Refer to page 3 for Virtual Meeting Information*

**REGULAR MEETING**  
**6:00 P.M.**  
**AGENDA**

1. Call to Order
2. Remote Location Identification *(for remote attendance when permitted by statute)*

WORK SESSION ITEMS

3. Update and Discussion on Township Board Supervisor Transition (Boards & Committees)
4. Discussion on Township Board Open Trustee Position
5. Other Updates & Business

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS – 7:15 P.M.

6. Pledge of Allegiance
7. Township Mission/Vision/Core Values
8. Public Comment on Non-Regular Session Items
9. Consent Agenda
  - a. Minutes of Regular Meeting March 28, 2023
  - b. Minutes of Joint Boards Meeting March 21, 2023
  - c. Minutes of Special Meeting April 4, 2023
  - d. Receipts and Disbursements
  - e. Job Descriptions
  - f. Budget Amendments
10. **First Reading – Rezoning**  
Consideration to conditionally rezone parcel ID: 05-14-130-017 and a portion of 6660 W. Main Street, parcel ID: 05-14-185-022, from R-2 Residence Status to R-4 Residence Status (Marroll LLC)
11. **Public Hearing:** Consideration of Industrial Facilities Tax Exemption for Flavor Sum
12. Public Comment
13. Board Member Comments
14. Request to Enter into Closed Session to Discuss Performance
15. Adjournment

**Policy for Public Comment  
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email ([oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org)), walk-in visits, or by appointment.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

(adopted 5/9/2000)  
(revised 5/14/2013)  
(revised 1/8/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday, 8 a.m.-1 p.m. and 2-5 p.m., and on Friday, 8 a.m.–1 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at [www.oshtemo.org](http://www.oshtemo.org), email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to [oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

<b>Oshtemo Township Board of Trustees</b>		
<b><u>Supervisor</u></b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
<b><u>Clerk</u></b>		
Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
<b><u>Treasurer</u></b>		
Clare Buszka	216-5260	<a href="mailto:cbuszka@oshtemo.org">cbuszka@oshtemo.org</a>
<b><u>Trustees</u></b>		
Cheri Bell	372-2275	<a href="mailto:cbell@oshtemo.org">cbell@oshtemo.org</a>
Kristin Cole	375-4260	<a href="mailto:kcole@oshtemo.org">kcole@oshtemo.org</a>
Zak Ford	271-5513	<a href="mailto:zford@oshtemo.org">zford@oshtemo.org</a>
Kizzy Bradford	375-4260	<a href="mailto:kbradford@oshtemo.org">kbradford@oshtemo.org</a>

<b>Township Department Information</b>			
<b><u>Assessor:</u></b>			
Kristine Biddle	216-5225		<a href="mailto:assessor@oshtemo.org">assessor@oshtemo.org</a>
<b><u>Fire Chief:</u></b>			
Greg McComb	375-0487		<a href="mailto:gmccomb@oshtemo.org">gmccomb@oshtemo.org</a>
<b><u>Ordinance Enforcement:</u></b>			
Rick Suwarsky	216-5227		<a href="mailto:rsuwarsky@oshtemo.org">rsuwarsky@oshtemo.org</a>
<b><u>Parks Director:</u></b>			
Karen High	216-5233		<a href="mailto:khigh@oshtemo.org">khigh@oshtemo.org</a>
Rental Info	216-5224		<a href="mailto:oshtemo@oshtemo.org">oshtemo@oshtemo.org</a>
<b><u>Planning Director:</u></b>			
Iris Lubbert	216-5223		<a href="mailto:ilubbert@oshtemo.org">ilubbert@oshtemo.org</a>
<b><u>Public Works Director:</u></b>			
Anna Horner	216-5228		<a href="mailto:ahorner@oshtemo.org">ahorner@oshtemo.org</a>

## Zoom Instructions for Participants

### Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 11-digit Meeting ID.

### To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](https://join.zoom.us) on any browser and entering this Meeting ID: **886 2537 5277**

If you are having trouble hearing the meeting or do not have the ability to join using a computer, tablet, or smartphone then you can join via conference call by following instructions below.

### To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **886 2537 5277#**

### Participant controls in the lower-left corner of the Zoom screen:



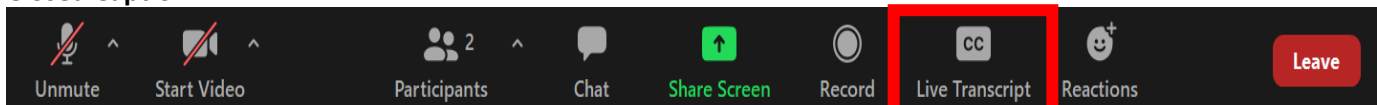
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

If you are attending the meeting by phone, to use the “Raise Hand” feature **press \*9 on your touchtone keypad.**

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.

### Closed Caption:



### Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

1. Click on the “Live Transcription” button.
2. Then select “Show Subtitle”.

## **Mission:**

*To advance the quality of life of all residents through a commitment to responsible growth, and value-driven municipal services that promote the relationships among economic vitality, environmental stewardship, and social equity.*

## **Vision:**

*A sustainable and innovative community built through a legacy of planned, responsible growth and rural preservation.*

## **Core Values:**

### **PUBLIC SERVICE**

- Fair treatment to all people.
  - Each customer is welcomed and that their input is wanted.
    - Difficult questions are not marginalized.
- Allow residents to interact directly with the township staff and officials.
- Decisions are made based on the value to our Township and residents.

### **SUSTAINABILITY**

- Meet the needs of the present without compromising future generations.
  - Consider the environment through practices that reduce impacts.
    - Value conscious decision making.
  - Committing to quality Fire and Police protection.

### **INNOVATION**

- Providing the best value-conscious technology currently available.
- Leverage new technologies and ways of doing business to increase accessibility and improve services.

### **PROFESSIONALISM**

- Hire staff with strong core competencies within their given profession.
  - Commitment to continuous improvement to government operations.
- Dedicated to open communication to improve productivity and effectiveness.

### **INTEGRITY**

- Decisions are made logically through the collection of evidence, facts, and public input.
  - When promises are made, we follow through.
    - We do not obfuscate – we say what we mean and do what we say.
    - Transparent governmental practices are of the highest priority.

### **FISCAL STEWARDSHIP**

- Ensure that taxpayer investments are spent wisely, effectively and efficiently.

# Memorandum



**Date:** 10 March 2023

**To:** Township Board

**From:** Libby Heiny-Cogswell, Supervisor, &  
Sara Feister, HR/Benefit Coordinator

**Subject:** IT Director Job Description (Revisions to IT Coordinator)

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## **Objective**

MOTION: Board approval to make minor changes to the IT Coordinator job description and to change the title of the position to IT Director, a Department Head level position.

## **Background**

The IT Coordinator position was created and filled in mid-2020. Discussion has been held in recent years to add part time IT staff. The recommended changes to the description are made in anticipation of that future role of managing staff, and to make other minor changes that align the language with other job descriptions and with this specific role. The role defined within the current description is not changing with this title shift to Director (Department Head). Additionally, the change will instantaneously expedite IT work, given the purchasing authority granted to Department Heads.

The field within this position is unique, and it makes sense for this to be a lead position for the IT Department. The job duties and expectations include budgeting and managing all aspects of IT work. The recommendation is for the position to change to Department Head.

## **Information Provided**

- Proposed IT Director Job Description
- Current redlined IT Coordinator Job Description

## **Core Values**

Sustainability, Professionalism, Integrity

## **CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION**

**Position Title:**       IT DIRECTOR

**General Summary:**

Under the direct supervision of the Personnel Director performs professional and technical information technology duties for the Township; performs supervisory and administrative duties in planning and coordinating all information technology services and projects.

**Physical Requirements:**

Physical requirements described herein are representative of those requirements which must be met by an employee to successfully perform the essential job functions of this job. Reasonable accommodations may be made upon request to enable an individual with a disability to perform these essential job functions.

While at the office, the IT Coordinator must be able to type reports. In addition, the employee must be able to meet with outside agencies and organizations.

Several days of the month, the employee must be able to work up to 12 hours per day and attend necessary public meetings. During the Township Board meetings, the employee must also be able to present reports publicly using a computer and a projector system.

The ability to operate a computer, copy machine, and answer the telephone is absolutely necessary.

The ability to communicate the goals of the Township, prepare reports and analyses and recommendations for the Township Board, orally and in writing, in English, is required.

**Typical Responsibilities:**

1. Leadership and development of IT processes.
2. Ensures IT's internal customer service standards, while meeting strategic goals.
3. Evaluates Township's initiatives and provides recommendations on technology components, solutions, or improvements to help achieve corporate objectives.
4. Develops information technology strategies, policies, and procedures by evaluating organization outcomes; identifying problems; evaluating trends; anticipating requirements.
5. Challenges self and team to innovate with technology.
6. Demonstrates high integrity and collaboration with the management team to achieve organizational goals.
7. Ability to direct technological research and initiatives by studying organization goals, strategies, practices, and understanding user projects.
8. Assist Personnel Director with budget analysis related to IT Infrastructure and systems: forecasting requirements, scheduling expenditures, and analyzing variances.
9. Strong team development, superb interpersonal skills combined with problem solving, and providing great customer service is a must.
10. The desire to learn, continuously improve and be willing to accept responsibility.

Effective Date: 04/11/23

11. Ability to work individually, or as a member of a team, use common sense and build a network of relationships with a positive attitude.
12. Provide clear communication and engage team members in projects.
13. Provide staffing, budget development, quality management, and coordination to accomplish all Township IT needs.
14. Possess a high level of energy and the ability to work independently with an interest in continuous learning and creative problem solving.
15. Exhibit a high level of written and verbal communication with a variety of audiences
16. Ability to adjust priorities on the fly while keeping the big picture in focus.
17. Provide clear instruction to both technical and non-technical disciplines.

The above statements are intended to describe the general nature and level of work being performed. They are not to be construed as an exhaustive list of all duties performed.

**Employment Qualifications:**

**DRIVERS LICENSE REQUIREMENT:** Must maintain a current Michigan motor vehicle operator's license without restrictions (other than corrective lenses).

**EDUCATION:** Bachelor's degree in Information Technology or equivalent.

**EXPERIENCE:** 4-6 years of leadership experience as an IT Coordinator with a history of achievement with an emphasis on strategic thinking plus a history of progressive advancement in Information Technology or related business systems.

These qualifications represent guidelines; alternative qualifications may be substituted if sufficient to perform duties required by position.

## CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION

**Position Title:** IT ~~COORDINATOR~~DIRECTOR

### **General Summary:**

Under the direct supervision of the ~~Township Supervisor~~Personnel Director performs professional and technical information technology duties for the Township; performs supervisory and administrative duties in planning and coordinating all information technology services and projects.

### **Physical Requirements:**

Physical requirements described herein are representative of those requirements which must be met by an employee to successfully perform the essential job functions of this job. Reasonable accommodations may be made upon request to enable an individual with a disability to perform these essential job functions.

~~The employee must be able to drive in order to visit properties within the Township. Property visits will be required to evaluate development projects, site design, water run-off, water retention, compliance with construction plans and design, etc. While on site the employee must be able to traverse rough terrain in order to complete on-site inspections.~~

While at the office, the IT Coordinator must be able to type reports. In addition, the employee must be able to meet with outside agencies and organizations.

Several days of the month, the employee must be able to work up to 12 hours per day and attend necessary public meetings. During the Township Board meetings, the employee must also be able to present reports publicly using a computer and a projector system.

The ability to operate a computer, copy machine, and answer the telephone is absolutely necessary.

The ability to communicate the goals of the Township, prepare reports and analyses and recommendations for the Township Board, orally and in writing, in English, is required.

### **Typical Responsibilities:**

1. Leadership and development of IT processes.
2. Ensures IT's internal customer service standards, while meeting strategic goals.
3. Evaluates Township's initiatives and provides recommendations on technology components, solutions, or improvements to help achieve corporate objectives.
4. Develops information technology strategies, policies, and procedures by evaluating organization outcomes; identifying problems; evaluating trends; anticipating requirements.
5. Challenges self and team to innovate with technology.
6. Demonstrates high integrity and collaboration with the management team to achieve organizational goals.



7. Ability to direct technological research and initiatives by studying organization goals, strategies, practices, and understanding user projects.
8. Assist Personnel Director with Budget budget analysis related to IT Infrastructure and systems: forecasting requirements, scheduling expenditures, and analyzing variances.
9. Strong team development, superb interpersonal skills combined with problem solving, and providing great customer service is a must.
10. The desire to learn, continuously improve and be willing to accept responsibility.
11. Ability to work individually, or as a member of a team, use common sense and build a network of relationships with a positive attitude.
12. Provide clear communication and engage team members in projects.
13. Provide staffing, budget development, quality management, and coordination to accomplish all Township IT needs.
14. Possess a high level of energy and the ability to work independently with an interest in continuous learning and creative problem solving.
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17. Provide clear instruction to both technical and non-technical disciplines.

The above statements are intended to describe the general nature and level of work being performed. They are not to be construed as an exhaustive list of all duties performed.

**Employment Qualifications:**

DRIVERS LICENSE REQUIREMENT: Must maintain a current Michigan motor vehicle operator's license without restrictions (other than corrective lenses).

EDUCATION: Bachelor's degree in Information Technology ~~is required~~ or equivalent

EXPERIENCE: 4-6 years of leadership experience as an IT Coordinator with a history of achievement with an emphasis on strategic thinking plus a history of progressive advancement in Information Technology or related business systems.

These qualifications represent guidelines; alternative qualifications may be substituted if sufficient to perform duties required by position.

**Budget Amendment Requests**

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Authorization Only (no BA)?	Explanation of Request	Previously Discussed?	Within Approved Budget?
			GL Number	Description	Amount	GL Number	Description	Amount				
3/30/2023	PW	General	101-506-97600	Capital Outlay	\$ 12,000.00	101-001-40100	Carryover	\$ 12,000.00		Drake/H Ave nonmotorized easements (RCKC roundabout project).	Yes	No
			<b>Total</b>		\$ 12,000.00	<b>Total</b>	\$ 12,000.00					
4/3/2023	Parks	Parks	107-756-97400	Capital Outlay	\$ 8,500.00	107-751-40100	Carryover	\$ 8,500.00		Replace carpet in North room of OCC with vinyl flooring. Carpet is old and in poor condition. Recommended in 2022 by Parks Committee but not included in 2023 budget.	No	No
			<b>Total</b>		\$ 8,500.00	<b>Total</b>	\$ 8,500.00					
4/3/2023	Parks	Parks	107-756-70210	Salary	\$ 5,000.00			NA	Yes	Additional compensation to current Parks Director based upon the 2023 review and adoption of compensation range for the position.	No	Yes
			<b>Total</b>		\$ 5,000.00	<b>Total</b>	\$ -					
4/3/2023	Supervisor	General	101-171-70200	Salary	\$ 6,600.00	101-001-40100	Carryover	\$ 7,650.00		Promotion to HR Director position given scope of work and responsibilities, and adjustment to wage for the position compensation range. Amount reflects the additional amount beyond 2023 budgeted amount for the adjustment.	Yes	No
			101-171-72200	Pension	\$ 550.00							
			1010-171-71500	FICA	\$ 500.00							
			<b>Total</b>		\$ 7,650.00	<b>Total</b>	\$ 7,650.00					
4/4/2023	I.T.	General Fund	101-201-97000	Capital Outlay	\$ 10,000.00	101-001-40100	Carryover	\$ 10,000.00		Security system for Township Hall. Refer memo.	No	No
			<b>Total</b>		\$ 10,000.00	<b>Total</b>	\$ 10,000.00					
4/6/2023	PW/Planning	General Fund	101-805-80800	Consultants	\$ 8,000.00				Yes	Request to expend ARPA funds for consultant to create a private roads ordinance. Funds requested equally from previously budgeted Planning and Public Works dollars. Pressing need identified from recent and ongoing gaps in our current ordinance and system. This is stopgap ordinance work, until the Master Plan ord work is completed.	Yes	Yes
			<b>Total</b>		\$ 8,000.00	<b>Total</b>	\$ -					
4/6/2023	High/Horner	Parks/General Fund	101-506-82000	Eng Fees	\$ 30,000.00				Yes	Requested for Parks & Public Works Asset Management Plan, including contract authorization. Parks Consultant \$20k is within the 2023 approved budget amount for the Parks Fund, but blueline listing was not included in final version. Refer memo.	Yes	Yes
			107-756-80800	Consultants	\$ 20,000.00							
			<b>Total</b>		\$ 50,000.00	<b>Total</b>	\$ -					
4/6/2023	High	Parks	107-756-80800	Consultants	\$ 2,000.00	107-751-40100	Carryover	\$ 2,000.00		Fruit Belt Rail grant application assistance (MNRTF applications), to update the segments and cost estimates.	Yes	No
			<b>Total</b>		\$ 2,000.00	<b>Total</b>	\$ 2,000.00					

Grand Total	\$ 103,150.00
Total Added to Budget	\$ 40,150.00
Authorization Only	\$ 58,000.00
<b>Total Not Previously Discussed with TB</b>	\$ 40,150.00

REVIEW DATE

4/11/2023

SIGNATURE



# Memorandum

**Date:** 04/04/2023  
**To:** Township Board  
**From:** I.T Coordinator  
**Subject:** Township Security System

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## **Objective**

Motion – Approve Summit Quote for Security System and Approve Budget Amendment.

## **Background**

In 2021 the alarm and fire security system expired, and a repair was not available. The Fire security system was replaced as the priority and was completed in 2022. The Township has been without a working security system that would include panic buttons for the front office and counter staff since 2021.

Quotes were requested from 4 vendors ADT Commercial, Knight Watch, CertaSite, and Summit. ADT was a no quote, Knight Watch said they wanted to quote but after several attempts to get a quote they have ceased to return calls or emails. Quotes were received from CertaSite and Summit and after reviewing the quotes my recommendation is to go with Summit.

## **Information Provided**

Quotes from CertaSite and Summit.

## **Core Values**

Innovation, Professionalism, Fiscal Stewardship



January 23, 2023

Mr. Jon P. Gibson  
IT Coordinator  
Oshtemo Charter Township  
7275 West Main Street  
Kalamazoo, MI 49009

Reference: **Security System**  
**Oshtemo Township Offices**  
**7275 West Main Street**  
**Kalamazoo, MI 49009**

Dear Jon,

We are pleased to provide our proposal for the installation of a Napco security system, and the communicator for monitoring per our site visit of December 12, 2022. Our scope of work, equipment, and services follow.

**Scope of Work:**

1. Provide one (1) Star-Link IP/cellular communicator to monitor new security system (monitoring fees will be on a separate quote)
2. Provide one (1) Napco GEMC-ADBRG128 security panel, w/ battery backup
3. Provide three (3) Napco GEMC-BK1 keypad
4. Provide seven (7) door contacts
5. Provide four (4) motion detectors
6. Provide six (6) wireless panic buttons as follows:
  - Four (4) at front cubicles
  - Two (2) at front desk
7. Provide one (1) wired panic button at council desk

**Notes:**

1. No card access is included, although the panel can have access control added to it (up to eight doors).
2. All doors will have disarm delay and all motion detectors in the path to keypads will be set up as follower zones.

**Equipment and Services:**

- 1 - Napco GEMC-ADBRG128 control panel, security
- 1 - Battery, 12V, 7AH, sealed lead-acid
- 3 - Napco BK1 keypad, blue backlight, LCD
- 1 - SLEVTEVI-CFB communicator, security, LTE/IP
- 7 - GRI8080T door contact, recessed
- 4 - GEMC-BSLC-DT motion detector, dual tech
- 8 - GEMC-BSLC-1PT transmitter, single point
- 3 - GEMC-WL-WD2 transmitter, wireless



- 7 - RFPB-SB-A panic button, single button
- 1 - WAVE siren
  - Freight to job site
  - Installation materials
  - Labor to install equipment, program, check, and test
  - Travel and expenses

Our price for the above listed equipment and services will be:

**Ten Thousand Three Hundred Seventy-Two and ----- 00/100 Dollars  
(\$10,372.00)**

**Exceptions and Clarifications:**

1. The following items are not included in this proposal:
  - A. Card access controls, devices, or cards / fobs.
  - B. Michigan state sales tax on materials
  - C. Lift rental.
  - D. Electrical permit.
  - E. Plan review fees by building or fire departments.
  - F. Fees for off-site monitoring of the system. The annual monitoring fee will be charged in a separate quotation provided at the completion of the installation.
  - G. Repair or painting of existing wall surfaces caused by equipment installation and/or equipment size differences.
  - H. Painting, patching, or fire proofing of any new or existing penetrations.
  - I. Painting of conduit or boxes.
  - J. Replacement or repair of any existing wiring including field wiring, LAN cables or RS-485 cables.
  - K. Provision of any new equipment necessary, but not included in the scope of work, e.g. network equipment, or similar.
  - L. Non-standard working hours, overtime, weekend, or holiday labor rates.
  - M. Union labor or prevailing wage rates.
  - N. Delays caused by labor disputes and/or strikes.
  - O. Additional trips to job site, caused by circumstances beyond the control of CertaSite.
  - P. The items and descriptions quoted are estimates only and we reserve the right to add, delete, or change devices or equipment and specifications to best fit the installation and building design.
  - Q. CertaSite, its employees, sub-contractors, and suppliers are not responsible for asbestos abatement, removal, or any other costs associated with asbestos at the referenced facility. Any costs incurred for asbestos penetrations, sealing, removal, abatement, training, or any other costs will be the sole responsibility of the building owner. CertaSite, its employees, suppliers, or sub-contractors assume no liability whatsoever from asbestos found, disturbed, removed, or abated at the referenced facility by us or any other entity or individual.

**Terms:** Net 30 days following installation.



We thank you for the opportunity to provide this proposal. If you should have any questions, or if you need any additional information, please feel free to contact us at your convenience.

Respectfully,

*William C. Anderson*

William C. Anderson, CET  
Sales Engineer



Oshtemo Township  
7275 W. West Main Street  
Kalamazoo, Mi. 49009

Jon, here is the quote for installation of the security system. We will be using any existing hard wire motion sensors and junction boxes. Any questions please call.

1-VISTA-128BPT

2-BATTERYS

1-6160 KEYPAD

3-TUXEDO KEYPADS

7-HOLDUP BUTTONS

1-VPLEX EXPANDER

1-WIRELESS RECEIVER

1-COMMUNICATOR

1-18/4 WIRE

TOTAL \$8185.00

X

# Memorandum



**Date:** April 6, 2023  
**To:** Township Board  
**From:** Karen High, Parks Director  
Anna Horner, Public Works Director  
**Subject:** Non-motorized and Parks Asset Management Plan  
Professional Services Contract

## Objective

Board approval to authorize Supervisor to enter into a \$50,000 Professional Services Contract with Prein & Newhof for completion of Non-motorized and Parks Asset Management Plans.

## Background

The goal to develop a Non-motorized and Parks Asset Management Plan was decided in 2022 during the Township Board ARPA funds allocation discussion and also during the 2023 budget development process.

A Request for Proposals (RFP) was released on March 31, 2023, for professional engineering and planning services to complete Non-motorized and Parks Asset Management Plans (AMPs). Proposals were received from two local engineering firms, Prein & Newhof and Wightman & Associates. Oshtemo Township has worked with both firms in the past. Both are known to be competent and provide high quality service. Staff subsequently met with the low bidder, Prein & Newhof, to talk through their project approach and final products. Based on our positive history with Prein & Newhof, their detailed proposal and timeline, and bid amount, staff recommend moving forward with Prein & Newhof.

Bids were as follows:

	<b>Non-Motorized</b>	<b>Parks</b>	<b>Total</b>
Prein & Newhof	\$30,000	\$20,000	<b>\$50,000</b>
Wightman & Associates	\$42,350	\$72,574	\$114,924

## Funding

- \$20,000 for Parks AMP, in Parks Dept’s 2023 budget. (ARPA)\*
- \$10,000 for Non-motorized AMP, in Public Works (PW) Dept’s 2023 budget. (ARPA)
- \$20,000 for Non-motorized AMP, carryover from PW Dept’s 2022 budget, see budget amendment.
- **\$50,000** Total

\*\$20,000 included in GL# 107-756-80800 but blue line detail is not visible. Budget amendment was requested to provide clarification.

## Core Values

Public Service, Fiscal Stewardship





# Parks and Pathways Asset Management

Proposal for Engineering Services

Prepared for:  
**Oshtemo Township**

Submittal Date:  
**March 30, 2023**

March 29, 2023

Sent via email: [Ahorner@oshtemo.org](mailto:Ahorner@oshtemo.org)

Ms. Anna Horner  
Public Works Director  
Charter Township of Oshtemo  
7275 W. Main Street  
Kalamazoo, MI 49009-8210

Re: Request for Proposal (RFP) — Non-motorized and Parks Asset Management Plan

Dear Ms. Horner:

Thank you for this opportunity to provide a proposal for creating a non-motorized and parks AMP for Oshtemo Township. The AMP will provide Oshtemo Township with the needed information to budget effectively for short- and long-term maintenance and eventual replacement of all significant assets. Work includes inventory and condition assessment of the recreational facilities associated with your parks along with cost recommendations for the maintenance and future replacement. The AMP will examine current conditions of your pathway network and estimate future repairs and expenses needed to better plan for future spending.

The project team will be managed from our Kalamazoo office with Ryan Russell, PE, as your project manager. Dana Burd, PE, will be assisting with his experience in non-motorized asset management and Matt Levandoski, PLA will assist with his experience in parks asset management. We look forward to further developing our relationship with Oshtemo Township and delivering service to your community. If you have any questions or would like additional information from us, please call us. We would also be delighted to meet with you in person to discuss the details of your project further so that we can help make this an extremely efficient and effective process for you and your team.

Sincerely,

**Prein&Newhof**



Thomas C. Wheat, PE  
Technical Team Leader



Ryan M. Russell, PE  
Project Manager



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# Exhibit A

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	Inventory/ Conditional Assessment	GIS	Asset Management Plan	Total
Non-motorized	<u>\$14,200</u>	<u>\$7,700</u>	<u>\$8,100</u>	<u>\$30,000</u>
Parks	<u>\$8,100</u>	<u>\$5,800</u>	<u>\$6,100</u>	<u>\$20,000</u>

# Firm Information

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*At Prein&Newhof, our goal is to serve our clients wisely – meeting their infrastructure needs with a combination of experience, integrity, creativity, and common sense.*

For 50 years, Prein&Newhof has been serving township, municipal, and private clients across Michigan. Because every situation is different, we put a high value on personal attention. Our main goal is to see farther. We are dedicated to crafting flexible, long-term solutions rather than quick fixes, because we want the best for our clients and for Michigan.

## History

Begun by Tom Newhof and Ed Prein in 1969, Prein&Newhof was founded on the belief that each engineer should take personal responsibility for meeting his or her clients' needs – building long-term relationships and managing each project from start to finish, from preliminary design to final construction. Today, we are the engineer of choice for over 50 communities across Michigan.

## Employees

Prein&Newhof is 100 percent employee-owned, with over 150 full-time personnel, including engineers, surveyors, drafters, geologists, chemists, communication specialists, and support staff.

## Professional Services

At Prein&Newhof, we are constantly developing our skills to serve our clients better. Our primary services include the following:

- Municipal Engineering
- Water & Wastewater
- Stormwater Management
- Roads & Trails
- Airports
- Private Development
- Asset Management
- Landscape Architecture
- Environmental Consulting
- Laboratory Testing
- Structural Engineering
- Geotechnical Engineering
- Surveying
- GIS & Mapping

## Locations



## Our Values

**Invest Wisely**

**Develop Relationships**

**Take Responsibility**

**Build Expertise**

**Support Community**

Our strength lies in our dedication to thinking ahead, building lasting relationships, and crafting long-term solutions.

## Our Values

*At Prein&Newhof, our strength lies in our dedication to thinking ahead, building lasting relationships, and crafting long-term solutions. We See Farther.*

### Invest Wisely

- We will find long-term, sustainable solutions – refusing to cut corners or compromise quality.
- We will make informed financial decisions that improve our service, build our business, and enable us to fairly compensate our employees.
- We will use our time and resources efficiently.

### Develop Relationships

- We will develop long-term relationships with communities, businesses, and our own employees.
- We will work collaboratively with municipal governments and regulatory agencies to reach our clients' goals.
- We will communicate openly and thoughtfully, and we will remember that our actions always speak louder than our words.

### Take Responsibility

- We will be responsible to our clients, our colleagues, and our communities to be completely honest and ethical in all that we do.
- We will each contribute to the success and profitability of Prein&Newhof.
- We will demand accountability, and we will reward success.

### Build Expertise

- We will be experts in our fields, well-qualified to meet our clients' changing needs.
- We will adapt our services to better serve our clients, and we will actively solicit their feedback.
- We will not be content with the status quo but will constantly seek new ways to improve.

### Support Community

- We will be a positive force in our communities – making every community we live in and every community we serve a better place to live and work.



## Our Locations

Prein&Newhof has six locations throughout Michigan from which to serve our clients.

### Grand Rapids Corporate Office

3355 Evergreen Drive NE • Grand Rapids, MI 49525  
t. (616) 364-8491 • f. (616) 364-6955

### Environmental Laboratory

3260 Evergreen Drive NE • Grand Rapids, MI 49525  
t. (616) 364-7600 • f. (616) 364-4222

### Cadillac

100 E. Chapin Street, Suite A • Cadillac, MI 49601  
t. (231) 468-3456 • f. (231) 468-3461

### Holland

697 Ottawa Beach Road, Suite 2A • Holland, MI 49424  
t. (616) 394-0200

### Kalamazoo

1707 South Park Street, Ste 200 • Kalamazoo, MI 49001  
t. (269) 372-1158 • f. (616) 364-6955

### Muskegon

4910 Stariha Drive • Norton Shores, MI 49441  
t. (231) 798-0101 • f. (231) 798-0337

### Traverse City

990 Garfield Woods Drive, Ste A • Traverse City, MI 49686  
t. (231) 946-2394 • f. (231) 946-0580

### On the Internet

[www.preinnewhof.com](http://www.preinnewhof.com)  
[info@preinnewhof.com](mailto:info@preinnewhof.com)



# Project Understanding

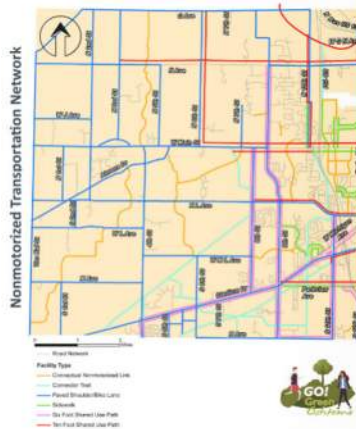
Like other fixed assets like roads and sewers, the public spaces you own and maintain will eventually need to be replaced. The buildings, parking lots, sidewalks, tennis courts, and playgrounds—once shiny and new— eventually no longer meet the need they originally served.

The goal of a capital needs assessment and plan is to inform your decisions about how to budget effectively for the short- and long-term maintenance and eventual replacement of all the assets you identified. This new information will help with the update to the GO! Green Oshtemo Plan in 2023 that includes a five-year Capital Improvement Plan for 2024-2028.

For this plan, we have been asked to review 157 acres of parks within Oshtemo Township. The scope of properties under evaluation includes three community parks, one neighborhood park, two community buildings, and a newly acquired property for a future trail. These properties include ballfields, soccer fields, basketball courts, playgrounds and non-motorized trails.

A non-motorized AMP will look at the current condition of the pathway network and estimate future repairs and expenses needed to better plan for future spending. The Township currently owns many isolated short sections of pathway due to current ordinances and the GO! Green Plan. Identifying these isolated sections will help determine infill projects to complete the non-motorized network and increase connectivity. A short- and long-term CIP will be completed based on asset collection inventory and condition assessments.

We have a long history of working in the Oshtemo Township on drinking water, wastewater utilities and have created/maintain the GIS database for these assets. Having the experience and familiarity in Oshtemo will allow Prein&Newhof to be more efficient in evaluating parks and non-motorized assets with the provided budget.





# Work Plan

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Gathering and recording all available asset data into GIS and the main asset database will be a timely process. However, the outcome is an easy-to-understand format that will allow for quick sorting, cost calculating, and budgetary decision making. To provide an analysis of each asset we will use the following criteria based on your request for proposal:

- **Expected Remaining Life:** Based on the current condition of the asset, the year it was installed, and the established level of service, we estimate how many years it has until recommended replacement.
- **Projected Maintenance Costs:** Based on the asset's typical life cycle and common maintenance practices, we can establish an approximate cost per year to maintain an asset until it is scheduled to be replaced. Common, already used maintenance practices will be provided by the owner to help establish these approximate numbers.
- **Projected Replacement Costs:** Depending on the established level of service, we can expect an asset to be replaced with either a similar item or an upgraded item. We will help you determine which items should be upgraded to better materials or lower energy use as they are replaced. Our proprietary formulas will also project and account for regular inflation.
- **Code Issues:** We will look for/note possible code issues areas for improvement, but a full code inspection will not be done. Focus will be on ADA accessibility to and around the site or building(s).
- **Recommendations of Energy Upgrades and Maintenance Efficiency:** During inspections, we can look for possible efficiency upgrades such as LED lighting or replacement assets with longer lifespans that require less maintenance.

To produce an accurate and meaningful capital needs assessment and plan, we are proposing to use the following five step process:

## Parks Asset Management

### Step 1: Background Data Gathering / GIS Inventory Database

- Meet with Township leaders and maintenance staff to discuss current maintenance and improvement plans, budgets, and goals. (One onsite meeting)
- Request any record information including record drawings, construction dates, and current expenditure amounts.
- Gather Available Data: Integrate existing maps, aerial photography, GIS data collection, and record drawings.

- Create a GIS database that includes age, size, width, materials, and photos of the following fixed assets:
  - Parking Lots/Drives
  - Paths/Stairs
  - Playgrounds: Will look at overall playground condition with a focus on code and accessibility.
  - Ballfields: Includes a basic inspection of field, drainage, and overall field conditions.
  - Sport Courts: Review all fencing, nets, lighting, amenities, and surfaces on and around courts.
  - Buildings/Shelters: Will review size, material, age, condition, energy use, and accessibility, but not a full code review.
  - Site Amenities: Not all amenities will be photographed, i.e., trash cans, bollards, and signs.
  - Miscellaneous: Items such as fencing irrigation and lighting, as discussed.

NOTE: Underground utilities or other assets located underground are not part of this review/inventory. Available as-built record information and general observations will be noted.

## **Step 2: Condition Assessment/Rating/Replacement Cost Evaluation**

- Complete a condition assessment for each asset quantified above in the previous phase.
- Incorporate or establish age and cost data provided by Oshtemo Township.
- Provide a rating for each asset based on a 1- 5 system to quickly evaluate the current state of each asset and approximate expected lifetime.
- Determine the approximate replacement cost in 2023 dollars to project future costs.
- Create graphs and visuals using a dashboard method for sorting and evaluating trends and future expenditures.
- Meet virtually with Township staff to customize and discuss results of the trends and expenditures identified.

## **Step 3: Determine Level of Service**

- Work with Township to define the desired level of service for all assets.
- Depending on location or type of park, some assets may not need to be maintained to a higher standard than that in another location.

#### **Step 4: Evaluate the Assets for Importance of Maintenance**

- Work with the Township to determine what assets are most critical to ensure they are prioritized.
- Often things that relate to health, safety, and welfare are the most critical such as bridges, boardwalks, or walls. Perfectly maintaining a bench in the woods is not typically as critical and could mature to its full age and beyond, if necessary.

#### **Step 5: Create a Capital Improvement/Replacement Plan with Future Funding Goals**

- Work with the Township to develop a report style CIP that can be referred to often.
- Discuss the outcomes of the data with the Township and determine what the appropriate funding mechanisms might be: general funds, grants, private donations, volunteer labor, and millage.
- Report will include:
  - Executive Summary
  - Description of the Processes
  - Summarization of the current data/cost for each asset type to show current asset value.
  - Future replacement cost over 5- and 10-year segments to cover the next 50+ years.
- Provide three copies of the final bound report including associated maps, pictures, and figures.
- Provide the Township with the Prein&Newhof proprietary interactive dashboard to allow quick evaluation of projected expenses by park, material, or years.

## **Pathway Asset Management**

#### **Step 1: Inventory Existing Non-Motorized Network**

- Request any record information including record drawings, construction dates and Special Assessment District agreements.
- Gather Available Data: Integrate existing maps, aerial photography, GIS data collection, and record drawings.
- Create a GIS database that includes age, size, width, and materials of the following fixed assets:
  - Concrete Sidewalk (5-6 feet width)
  - Hot Mixed Asphalt /Concrete Non-motorized Pathways (10-foot Width)

- Gravel/Stone/Mulch Trails
- Boardwalks
- Retaining walls

NOTE: Underground utilities or other assets located underground are not part of this review/inventory. Available as-built record information and general observations will be noted.

## **Step 2: Condition Assessment**

- Complete a condition assessment for each asset quantified above in the previous phase.
- Incorporate or establish age and cost data provided by Oshtemo Township.
- Provide a rating for each asset based on a 1- 5 system to quickly evaluate the current state of each asset and its approximate expected lifetime.
- Note specific special repair needs observed during the assessment.
- Inventory easily identifiable ADA deficiencies such as stamped concrete, concrete heaving creating joint offsets and noncompliant slopes.

## **Step 3: AMP**

- Provide type of repair with approximate replacement cost in 2023 dollars to project future costs.
- Work with the Township to define the desired level of service for all assets.
- Meet virtually with Township staff to customize and discuss results of the trends and expenditures identified.
- Establish annual routine maintenance budget and potential optimization of repairs.

## **Step 4: Evaluate the Assets for Importance of Maintenance**

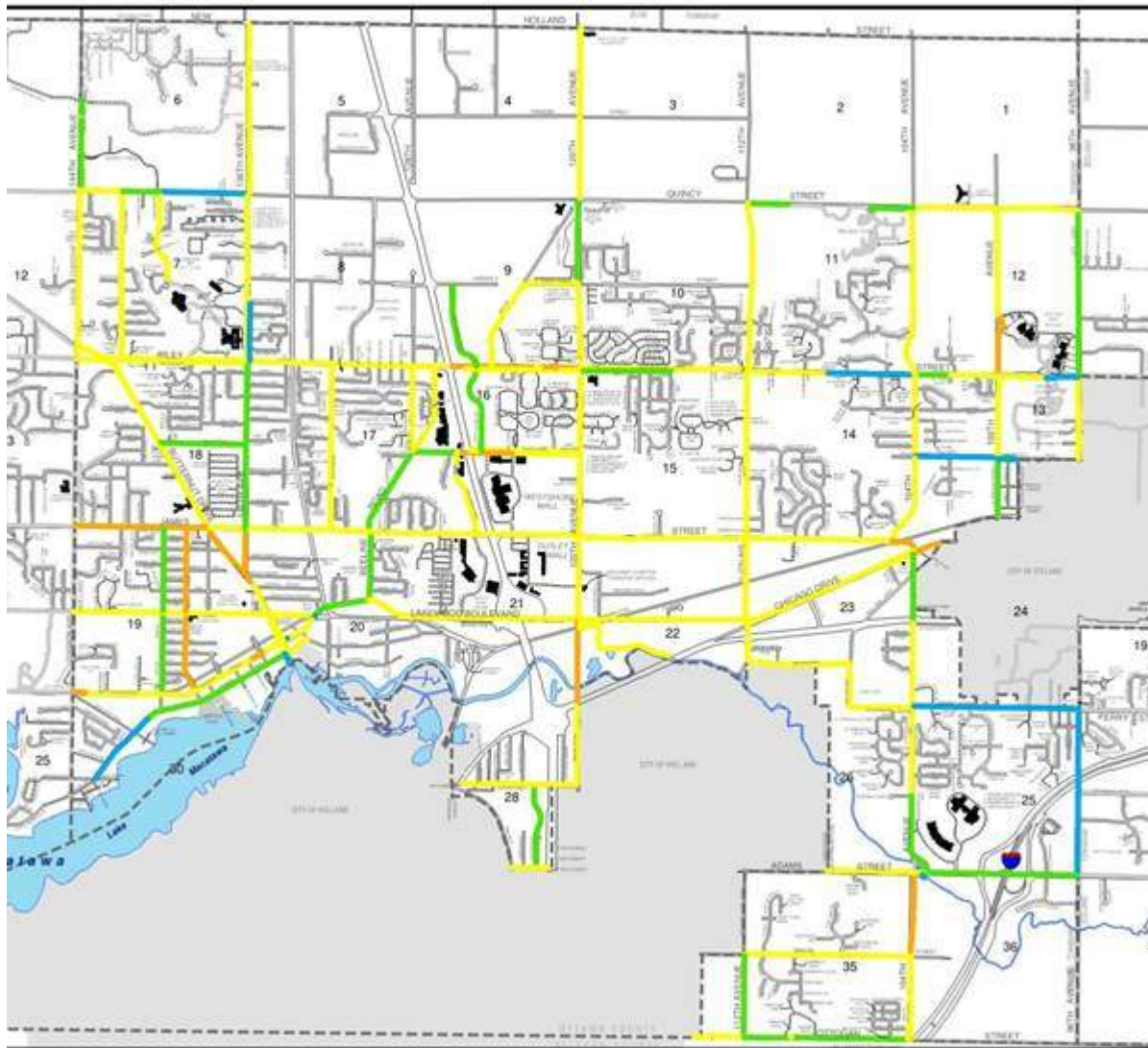
- Work with the Township to determine what assets are most critical to ensure they are prioritized.
- Often things that relate to health, safety, and welfare are the most critical.

## **Step 5: Create a Capital Improvement/Replacement Plan**

- Work with the Township to develop a report style CIP that identifies infill projects for short gaps and network connections from previous developments.
- Discuss the outcomes of the data with the Township and determine what the appropriate funding mechanisms are such as general funds, grants, private donations, volunteer labor, and millage.
- Report will include:
  - Executive Summary

- Description of the Processes
- Summarization of the current data/cost for each asset type to show current asset value.
- Provide three copies of the final bound report including associated maps, pictures, and figures.

### Example Pathway Asset Management Map



#### LEGEND

- |                 |               |          |
|-----------------|---------------|----------|
| — Non HCT Paths | ■ Boardwalk   | ■ Bridge |
| — HCT Paths     | ■ Box Culvert | ▲ Fence  |

## Technology

Our asset management planning utilizes several key technologies that will benefit the Township once we complete our work.

At the start of the project, we will work with the Township staff to create a defined asset naming convention that is intuitive to them. This will facilitate understanding of current asset data and allow for staff to maintain future data. Additionally, we will guide you through definition of the asset condition assessment rating system and rating criteria.

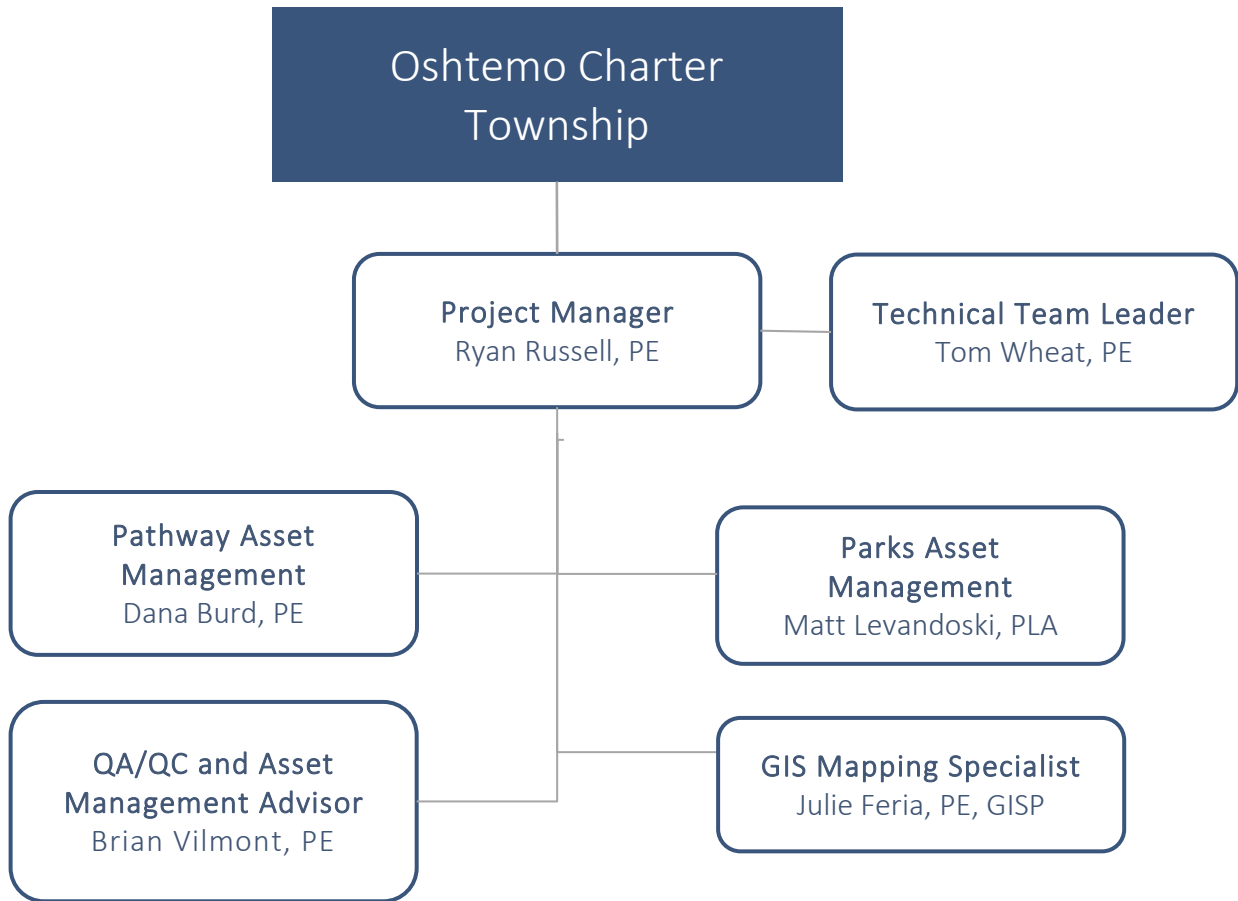
Once the asset naming/rating conventions are agreed upon, we will utilize our Trimble Global Positioning System equipment to record the physical location of your assets. Our GPS equipment links up with ESRI ArcGIS on-line, a web-based mapping software. While mapping each asset location, we will enter condition assessment data which is recorded in the database along with other asset data either field collected or entered from record data. This allows recording of asset data with immediate map linkage. If you are logged into the ESRI on-line system, it is possible to watch data being collected in real-time.

Utilizing the web-based GIS platform, the Township will be able to access all of the GIS data/maps through a user login/password. This will require the Township to obtain an ESRI on-line user license. Having this license will also allow the Township to add/modify asset data in the future. If the Township does not want this functionality, we can provide a download of the GIS data onto the Township computer network for local access.

We have also developed an asset management dashboard that allows you to navigate and visualize all of this information in a manageable way. Because your system will have a significant amount of asset information, easy access and data management is important. We developed this system after many iterations of AMPs in the last ten years.



## Organizational Team Chart



# Project Team

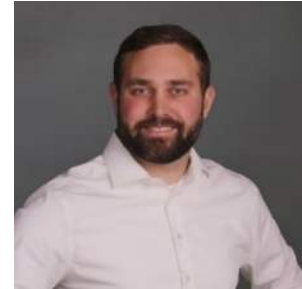
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## Introduction

### **Ryan Russell, PE – Project Manager**

Ryan joined Prein&Newhof in 2017 with five years of experience in civil engineering. Beginning his career at MDOT, he performed asset collection data inventory for the survey department. Ryan went onto work for the City of Kalamazoo as a traffic technician and then becoming an engineer for site and transportation design projects. Ryan has been an instrumental part of the water asset management program team since joining Prein&Newhof and has further developed his engineering expertise and capabilities with a variety of project types.

Ryan also has experience working with various local and state agencies, such as Friends of the Kalamazoo River Valley Trail, City of Kalamazoo Parks and Recreation, MDOT, MDNR, and EGLE. He has designed and inspected numerous non-motorized projects and has extensive knowledge of AASHTO and ADA requirements. He understands the challenges of building walkable spaces and implements designs that are the least intrusive to the surrounding environment.



### **Matt Levandoski, PLA – Parks Asset Management**

Matt is a licensed landscape architect with 22 years in park design and planning. He will be your point person for most of the day-to-day project needs for our park asset management team. His team of landscape architects have extensive experience with park design and the life cycle of the many different materials in park environments. Matt's experience as a park planner for Ottawa County Parks helped him to understand the challenges park operations and maintenance staff face maintaining these assets. We can help you determine the best level of service for your park assets. Recognized as an industry expert, Matt has presented park asset management best practices at MParks, as well as at other peer conferences.



### **Dana Burd, PE – Pathway Asset Management**

Dana serves as a senior project manager and community engineer for municipal public works projects. He has 22 years of experience advising clients on AMP, CIPs, project funding, pathway design and construction, and overall utility and infrastructure management. Dana and Ryan will work together and lead our pathway asset management team. Dana has worked with our local project managers to develop and review all Prein&Newhof's recent pathway AMPs. He also works with engineers in our Holland office to





develop annual pathway maintenance packages for the extensive path networks in that area. Dana and our team have developed a methodology that works for our clients and can easily be implemented on the local level. While Ryan will lead the overall effort and attend client meetings, Dana will regularly meet with him throughout the process to ensure Oshtemo Township benefits from the hundreds of miles of experience we have advising clients on their own pathway and sidewalk networks.

### **Julie Feria, GISP – GIS Mapping Specialist**

Julie joined Prein&Newhof in 2015 and has since been involved with a variety of projects including GIS and modeling of sewer, water, and stormwater systems. Prior to working at Prein&Newhof, she performed undergraduate research at Calvin University related to the effect of antibiotics on biofilm used in drinking water treatment. She also worked with professors and other engineering students on water system design and analysis for rural communities in Ecuador and Peru.

At Prein&Newhof, Julie has used her background in engineering and GIS to build and analyze hydraulic models of storm, sanitary, and drinking water systems for communities throughout Michigan. She has been involved in hydraulic analyses and GIS development for communities under the Stormwater, Asset Management, and Wastewater grants and continues to provide GIS and hydraulic system analysis support for several municipalities.



### **Brian Vilmont, PE – QA/QC and Asset Management Advisor**

Brian is one of our municipal service team leaders and is our primary asset management program manager. Along with his 33 years of municipal utility design/construction experience, Brian has been leading municipal asset management work for the past 18 years. Brian was also part of the development of the State of Michigan SAW program and continues to assist the State with work on the Drinking Water Revolving Fund program along with other utility program initiatives. Brian will assist the project team with development of your CIP framework and project funding opportunities once the comprehensive plan is developed.



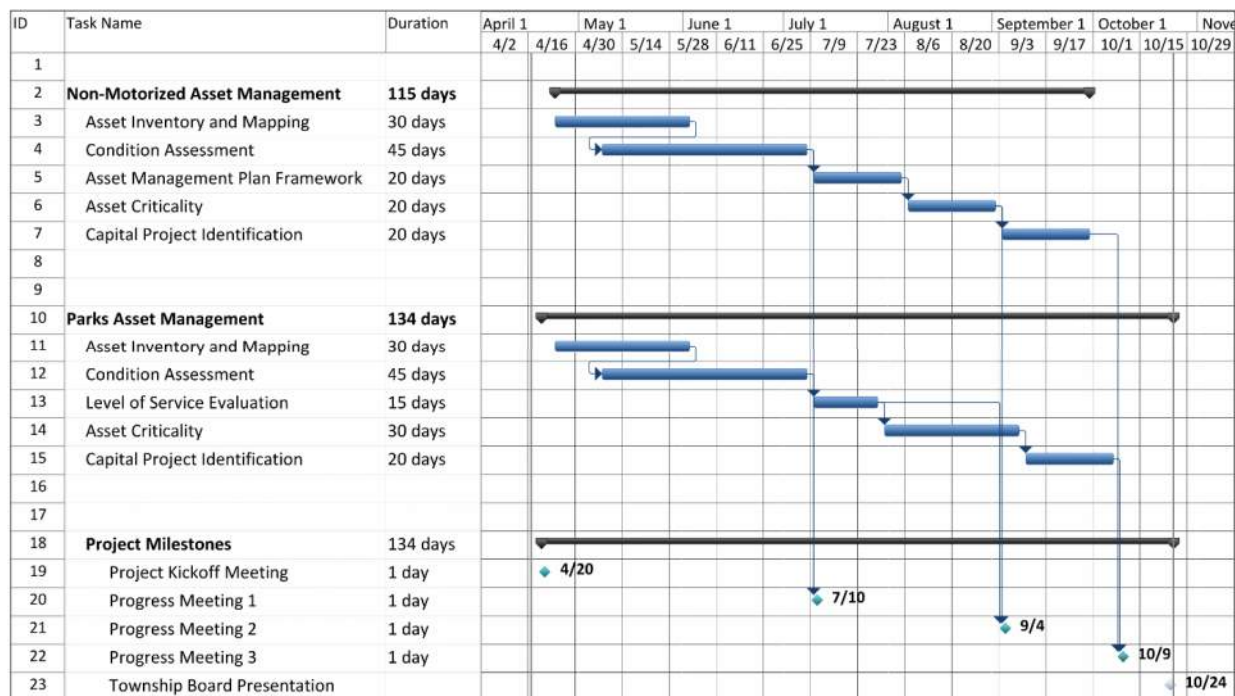
### **Tom Wheat, PE – Technical Team Leader**

Tom is the team leader of our Kalamazoo office and has a wide range of experience and expertise on a variety of projects. Tom will be available for project oversight. His duties include acting as township or village engineer for several Kalamazoo area municipalities. Tom has been involved with several park projects throughout his 35-year career, including projects with Richland Township, Comstock Township, Schoolcraft Township, and Texas Township.



# Timeline

Milestone	Completed By
Kickoff Meeting	April 2023
Background Data Gathering/GIS Inventory Database	
Gather Available Data	May 2023
Create GIS Database	May – June 2023
Condition Assessment/Condition Ratings	
Asset Data Collection and Rating	June – August 2023
Create Financial Plan	August – September 2023
Asset Management Report	
Determine Level of Service	September – October 2023
Review Plan with Township	October 2023
Submit All Deliverables	October 20, 2023
Presentation to Board	October 24, 2023



# Experience

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## Work Sessions/Progress Meetings

Throughout the project, we will have regular work sessions with Township staff to guide them through the workflow and decisions needed for the two asset management plans.

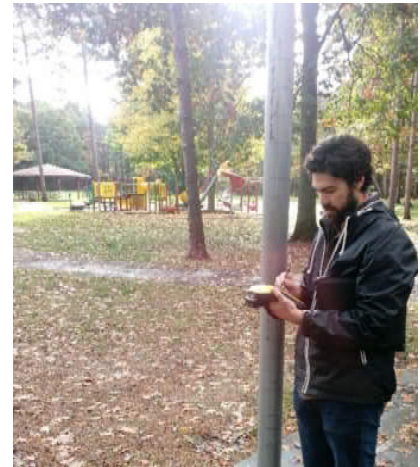
We will use our experience in preparing over 40 asset management plans with the Michigan Storm Water and Wastewater Asset Management Program (SAW), along with our extensive park and pathway asset management experience, to educate and guide your staff in these meetings with the goal of helping you make the decisions that best meet your desired goals/outcomes.

Our meetings include a clear agenda, visual representation of issues to be discussed, time for questions and answers, and an action plan with the next steps – *who* needs to do *what* by *when*.



# Projects

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## Parks Asset Management Plan

### Park Township

Prein&Newhof began working with Park Township, a community of 17,579 people just north of Holland, to develop their first-ever parks AMP. The idea for the project came from Matt Levandoski's experience developing a park database for future expenditure planning while with Ottawa County Parks and Recreation.

Prein&Newhof has seen the benefits communities receive by having an AMP long-term strategy for prioritizing and funding system improvements—wastewater, stormwater, and road systems. A community's park system is no different. Keeping track of all the physical assets that make up a community's park system—parking lots, buildings, trails, tables, and benches—help park managers achieve the lowest, long-term cost of maintaining their assets.

Assets were uploaded, including the location, age, and condition into a database linked to GIS mapping software. GIS provided data layering and big picture visualizations that helped Park Township create a five-year recreation master plan and a CIP, which will allow for better decision making in the future and help the Township if and when they need to develop new parks and when to focus on replacing existing assets.

### Completion Year

2018

### Professional Fees

\$23,000

### Project Team

Matt Levandoski, PLA, Project Manager

Collin Manns, Landscape Architect

### Client Contact

Howard Fink, Manager

[hfink@parktownship.org](mailto:hfink@parktownship.org)



## Parks & Recreation Asset Management Plans

Parks in many communities are well loved and maintained but replacement is rarely planned. Many times, parks assets are only fixed well after their useful life or become a safety liability which ends up being more expensive than planning for improvements.

Keeping track of all the physical assets that make up a community's park system helps park managers achieve the lowest long-term cost of maintaining those assets. It also allows you to communicate the needs your park system has to leaders and community members. Good information can also help determine if a park millage is needed, or other funding methods.

Prein&Newhof uses GPS units and a digital camera to inventory and map fixed assets, including:

- Parking Lots
- Sidewalks
- Buildings
- Shelters
- Trails
- Boardwalks
- Stairs
- Signs
- Tables
- Benches
- Playgrounds
- Ballfields
- Basketball Courts

Prein&Newhof then uploads the location, age and condition of park assets into a database linked to GIS mapping software. GIS is a valuable tool that allows data layering and big- picture visualizations that becomes a useful part of Five-year Recreation Master Plans and CIPs.

### Recent Parks Asset Management Planning

- Park Township (250 Acres)
- Holland Charter Township (332 Acres)
- Ottawa County Parks (7,199 Acres)



## Pathway Asset Management Plans

As your community grows and builds pathways to stay connected, developing a pathway AMP is essential to protecting your investment for future generations.

Taking care of path networks is important. For decades, we have sat beside our clients to develop maintenance solutions that work. As their networks age, we have applied asset management principles to help them *See Farther* in forecasting future needs and understanding the long-term cost of ownership.

After decades of planning and building pathways, a pathway AMP will help your community:

- Inventory the important assets of your network: concrete, asphalt, boardwalks, bridges, retaining walls, piping, etc.
- Evaluate the age and condition of functionally and financially significant assets,
- Develop a CIP that accounts for maintenance needs, as well as new construction,
- Forecast operating costs and identify funding needs,
- Benchmark the Level of Service your community wants for pathway users, and
- Extend the useful life of your community investment.

Technology meets our clients where they stand. GIS mapping and databases are a great way to build your AMP, but simple maps and spreadsheets are all that is necessary for a solid foundational plan. We would love to join your community in creating a living document to help guide future decision making for years to come.

### Recent Pathway Asset Management Plans

- Park Township (52 miles)
- Holland Charter Township (67 miles)
- Plainfield Township (5 miles)
- Cannon Township (8 miles)
- Spring Lake Township (22 miles)
- Zeeland Charter Township (16 miles)



# References

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## Parks & Recreation Asset Management Plans

### Holland Charter Township

**Completion Year: 2018**

**Project Team:**

Matt Levandoski, PLA  
Collin Manns

**Client Contact:**

Steve Bulthuis, Holland Charter Township Manager  
(616) 396-2345

### Park Township

**Completion Year: 2018**

**Project Team:**

Matt Levandoski, PLA  
Collin Manns

**Client Contact:**

Howard Fink, Township Manager  
(616) 399-4520

### Ottawa County Parks

**Completion Year: 2015)**

**Project Team:**

Matt Levandoski, PLA (developed database while employed at Ottawa County Parks)

**Client Contact:**

Curtis TerHaar, Coordinator of Park Planning and Development  
(616) 786-4847

# Pathway Asset Management Plans

## Cannon Township

**Completion Year: 2019**

**Project Team:**

Dana Burd, PE  
Scott Post, PE  
Carlee Thompson, EIT

**Client Contact:**

Joe Gavan Chairman, Parks and Recreation Committee  
( 616) 874-6966

## Plainfield Township

**Completion Year: 2019**

**Project Team:**

Dana Burd, PE  
Scott Post, PE  
Carlee Thompson, EIT

**Client Contact:**

Mr. Bill Fischer, Community Development Director  
(616) 364-1190

## Holland Charter Township

**Completion Year: 2017**

**Project Team:**

Dana Burd, PE  
Scott Post, PE  
Carlee Thompson, EIT

**Client Contact:**

Steve Bulthuis, Holland Charter Township Manager  
(616) 396-2345



# Quality Control/Quality Assurance

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Our culture is built around quality as evidenced by our large percentage of repeat clients. Our corporate philosophy has always been to provide the best possible service and direction for our clients so we can form long-term relationships.

Quality is an ongoing process implemented at every stage of a project. Having high quality staff involved in every phase of our projects provides peer review that produces projects that consistently meet client expectations and the standards of care of the consulting engineering profession. We empower our project managers with full responsibility and the necessary resources for their projects' success. Quality is central to our business structure and largely responsible for our own success.

Prein&Newhof has an internal Quality Control/Quality Assurance program to educate staff at all levels. The objective of our program is to improve employee technical capabilities, promote excellence and quality, provide value through an efficient and effective operational structure, enhance our professional reputation, and minimize risk and liability exposure for clients and ourselves.

Good project management does not happen by accident—it is deliberate and intentional. To manage any project, you must start with a good work plan and schedule. This will be the benchmark by which we hold each team member accountable. Your client manager picks the best available project manager for each project and helps to guide them, reviews the work plan and schedule before each project begins, and reviews and approves invoices and progress reports before you receive them.

Prein&Newhof uses Deltek/Ajera project management software. Ajera allows our project managers to check project status in real time and make adjustments. We realize that projects are dynamic and need consistent, open communication. If something happens on a project beyond our agreed scope of services, we will review it with the project manager and follow up with you to restate the change and the impact to your project.

Brian Vilmont will manage Prein&Newhof's internal QA/QC effort. Our QA/QC manual requires that CIPs undergo a full internal review before they are delivered to you. This process defines the standards by which we provide our services and fosters an environment of continuous improvement.



# Firm Rate Schedule

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Prein&Newhof bills for each hour spent on a project at the hourly rate of the employees assigned. Mileage is charged at \$0.65 per mile. Direct expenses and sub-consultant costs are billed at invoice plus a 10% handling charge.

Identified below are the hourly rates for various employee classifications:

Employee Classification	Hourly Billing Rate*
Senior Project Manager II	\$185
Senior Project Manager	\$170
Project Manager, Senior Engineer III, Landscape Architect III, Senior Technician V	\$155
Senior Engineer II, Geologist, Lab Manager, Senior Technician IV	\$145
Senior Engineer, Landscape Architect II, Surveyor II, Senior Technician III	\$136
Engineer II, Senior Technician II, Senior Office Technician	\$128
Engineer, Surveyor, Senior Construction Observer, Senior Technician	\$118
Landscape Architect, Construction Observer II, Technician IV	\$108
Construction Observer, Technician III, Lab Technician, Office Technician	\$99
Technician II	\$87
Technician	\$74

\*Hourly rates are typically adjusted yearly.

NOTE: Includes overhead, fringe benefits and profit; effective January 2023.

# Appendix A: Resumes

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## Ryan Russell, PE

### Engineer

Ryan joined Prein&Newhof in 2017 with five years of experience in civil engineering. Beginning his career as a survey intern for MDOT, Ryan went onto work for the City of Kalamazoo as a traffic technician and then becoming an engineer for site design and transportation design projects. Ryan has been an instrumental part of our water asset management program team since joining Prein&Newhof and has further developed his engineering expertise and capabilities with a variety of project types.

### Representative Projects

#### Non-Motorized Trails

- Oshtemo Charter Township: 2021 Local Sidewalk Projects - Section B, Stadium Drive One-Way Path
- City of Kalamazoo: 2020 KRVT Extension, KRVT Downtown Trail North & South Extension, Portage Creek Trail
- Kalamazoo Charter Township: 2018 Non-motorized Projects, 2020 Non-motorized Improvements
- Oshtemo Charter Township:
- Texas Charter Township: Texas Corners DDA Sidewalks, 9<sup>th</sup> Street Sidewalk - Beatrice to Cracker Barrel Blvd
- Village of Lawrence: CMAQ Trail - St. Joseph to Corwin

#### Asset Management Plans

- Oshtemo Charter Township: Wastewater Asset Management Plan
- City of Cadillac: Water Asset Management Plan
- Fruitport Charter Township: Water Asset Management Plan
- City of Fennville: Water Asset Management Plan
- City of Hart: Water Asset Management Plan
- City of Parchment: Water Asset Management Plan
- Georgetown Charter Township: Water Asset Management Plan
- Niles Charter Township: Water Asset Management Plan



### Education

Bachelor of Science, Civil Engineering  
Western Michigan University, 2010

### Registrations

Engineering Michigan, 2019

### Certifications & Training

FAA Remote Pilots License  
MDOT Certified Office Technician  
PSMJ Project Management Bootcamp  
Soil Erosion and Sedimentation Control  
Storm Water Operator for Construction Sites

### Professional Activities

American Water Works Association-  
Michigan Section

### Professional History

Prein&Newhof, 2017-Present  
13 years in Industry

- Otsego Township: Water Asset Management Plan
- Village of Schoolcraft: Water Asset Management Plan
- Village of Vicksburg: Water Asset Management Plan
- City of Bronson: Wastewater Asset Management Plan
- City of Kalamazoo: Wastewater Asset Management Plan
- City of Parchment: Wastewater Asset Management Plan
- Gull Lake Sewer & Water Authority: Wastewater Asset Management Plan

### **GIS & Mapping**

- City of Kalamazoo: WAMP -City of Kalamazoo

### **Site Design/Development – Recreational**

- City of Kalamazoo: Kalamazoo Farmers Market - Site Plan
- Meritus Communities: Pavilion Estates - Site Plan

## Matt Levandoski, PLA

### Landscape Architect

Matt joined Prein&Newhof in 2015 has almost 22 years of experience as a Landscape Architect working on a variety of public and private sector projects of all sizes. His combination of good listening, creative problem solving, and detailed design solutions make his projects a success.

In his early professional career, Matt worked on design and layout of many school playgrounds, athletic fields, parking lots and access drives across West Michigan. He inspected dozens of playgrounds and learned the ins and outs of vehicular and pedestrian site circulation that is commonly a problem at schools and universities. These projects often included the design of green roofs, rain gardens, and native landscapes to lessen the impact to the environment through construction.

In 2011, Matt became a park planner for Ottawa County Parks, where he learned to appreciate the needs, challenges, and hard work involved with being a public servant. His responsibilities included project management and design, managing park GIS and map databases, writing State and local grants, working on the 5-year Parks and Recreation Plan, coordinating with volunteers and operations staff, and designing numerous maps and signs. Matt starting volunteering on the board of the West Michigan Trails and Greenway Coalition and was eventually connected to Prein&Newhof.

## Representative Projects

### Park Asset Management Planning

- Holland Charter Township: Parks & Recreation Asset Management Plan
- Park Township: Parks & Recreation Asset Management Plan
- Ottawa County Parks: Parks Database Development

### MDNR Approved 5-Year Parks Master Plans

- Grand Rapids Charter Township
- Polkton Charter Township
- Allendale Charter Township
- Plainfield Charter Township



### Education

Bachelor, Landscape Architecture  
Michigan State University, 2004

### Registrations

Landscape Architecture Michigan,  
2008

### Certifications & Training

'The Disney Way' Customer Service  
Training - Bill Capodagli

Accessibility Awareness Training  
Disability Network Lakeshore

Cultural Intelligence Training  
Lakeshore Ethnic Diversity Alliance

Gold Standard Leaders Certification  
Conflict Resolution, Performance  
Evaluations, Etc.

PSMJ Project Management Bootcamp

### Professional Activities

American Society of Landscape  
Architects

Michigan Recreation & Park  
Association

### Professional History

Prein&Newhof, 2015-Present  
22 years in Industry

- Mecosta County
- Cannon Charter Township
- Clearwater Township
- City of Lake City
- Lake Township
- Missaukee County
- Courtland Township
- Fruitport Charter Township

## **Parks**

- Port Sheldon Township: Windsnest Park & Restrooms
- City of Hart: Hart Hydro Disc Golf, Downtown Pocket Park, Dog Park
- City of Coopersville: Walk Through Park & Outdoor Fireplace
- Village of Vicksburg: Oswalt Park
- Grand Haven Charter Township: Hofma Park, Pottawattomie Park, Schmidt Heritage Park
- Village of Fruitport: Pomona Park Kayak Launch
- Village of Paw Paw: Sunset Park Kayak Launch
- Zeeland Charter Township: Van Zoeren Woods & Drenthe Grove Park
- City of Montague: Roesler Park Boat Launch
- City of Sparta: Splash Park
- Benton Charter Township: River Park Master Plan

## **MDNR Grant Projects**

- Port Sheldon Township: Windsnest Park Improvements
- City of Traverse City: West Boardman Lake Trail
- Garfield Charter Township: YMCA Pickleball & Kayak Launch
- City of Hart: Veteran's Park Boardwalk & Kayak Launch
- Park Township: Winstrom Park Playground and Trails
- City of Stanton: Veteran's Park Ballfields and Trails
- Village of Paw: Sunset Park Kayak Launch
- Polkton Charter Township: Park Property Acquisition
- Village of Fruitport: Pomona Park Parking and Kayak Launch
- Plainfield Charter Township: Grand Rogue Park
- Cannon Charter Township: Pickleball Courts & Iron Belle Trail
- Mecosta County Parks: Brower Park Boat Launch & Kayak Launch

## Dana Burd, PE

### Project Manager

Dana serves as a project manager and community engineer for municipal public works projects and has senior design experience in the areas of hydrology, hydraulic design and modeling, river analysis, stormwater collection/treatment, sanitary sewer, pump station, water main design and construction, site design, EGLE/USACE joint permit applications, floodplain and utility studies.

Dana prepares and administers public bid construction contracts for municipal clients and works with architects and general contractors to prepare site design contracts for building projects. Dana has counseled a variety of clients including public and private schools and universities, MDOT, cities, townships, villages, county drain commissioners, airports, healthcare, and industrial clients.

### Representative Projects

#### Asset Management

- Non-motorized Pathway Asset Management Plans for Park Township, Cannon Township, Plainfield Township, and Holland Charter Township
- Lakeshore Drive Coastal Hazard Consulting for Allegan County Road Commission
- EGLE Stormwater, Asset Management, and Wastewater (SAW) Program for City of Fennville, Western Michigan University, City of Coopersville, and City of Allegan
- Water Asset Management Plans for City of Fennville, City of Hastings, Park Township, and Saugatuck Township

#### Capital Improvement & Master Planning

- Saugatuck Township
- Laketown Township
- Park Township
- Holland Charter Township
- City of Fennville
- Allegan County Road Commission
- City of Hastings



#### Education

Bachelor of Science, Civil Engineering  
University of Notre Dame, 2001

#### Registrations

Engineering Michigan, 2005

#### Certifications & Training

Certified Floodplain Manager, ASFPM  
HEC-RAS River Analysis Workshop  
LEED® Accredited Professional, U.S.  
Green Building Council  
Transportation and the Environment,  
EGLE  
PSMJ Project Management Bootcamp  
Storm Water Modeling with SWMM  
and PCSWMM

#### Professional Activities

Michigan Stormwater and Floodplain  
Association  
Association of State Floodplain  
Managers  
Saugatuck Township Parks  
Commissioner  
Michigan Association of County Drain  
Commissioners  
ACEC Michigan (ACEC Rural  
Development Committee Vice-Chair)

#### Professional History

Prein&Newhof, 2014-Present  
22 years in Industry



## Julie Feria, PE, GISP

### Engineer and Mapping Specialist

Julie joined Prein&Newhof in the spring of 2015 and has since been involved with a variety of projects including GIS and modeling of sewer, water, and stormwater systems.

Prior to working at Prein&Newhof, she performed undergraduate research at Calvin University related to the effect of antibiotics on biofilm used in drinking water treatment. She also worked with professors and other engineering students on water system design and analysis for rural communities in Ecuador and Peru.

At Prein&Newhof, Julie has used her background in engineering and GIS to build and analyze hydraulic models of storm, sanitary, and drinking water systems for communities throughout Michigan. She has been involved in hydraulic analyses and GIS development for communities under the SAW (Stormwater, Asset Management, and Wastewater) grants and continues to provide GIS and hydraulic system analysis support for several municipalities.

## Representative Projects

### GIS for Asset Management

- Grattan Township: sanitary sewer mapping
- City of Walker: stormwater mapping
- Plainfield Township: sanitary sewer mapping
- Data visualization for the North Kent communities (Alpine Township, Plainfield Township, Rockford, and Cannon Township)
- GRSD Sewer Authority: Lift Station Capacity Study Report Maps
- Water Asset Management Plan Maps for: City of Charlevoix, City of Rockford, City of Muskegon, City of Roosevelt Park, City of North Muskegon, City of Sparta
- Benton Township: sanitary sewer mapping and data visualization
- City of Charlevoix: sanitary sewer, storm sewer, and water system mapping and data visualization



### Education

Bachelor of Science, Civil Engineering  
Calvin University, 2015

### Registrations

GISP Michigan, 2021  
Engineering Michigan, 2019

### Certifications & Training

Confined Space Training  
InfoSWMM Sewer System Modeling  
Training Course  
PSMJ Project Management Bootcamp

### Professional Activities

American Society of Civil Engineers-  
Michigan Section  
American Water Works Association

### Professional History

Prein&Newhof, 2015-Present  
9 years in Industry

## Brian Vilmont, PE

### Senior Project Manager

Brian has worked in the consulting industry for over 30 years providing planning, design, construction, and project management services for both governmental and private sector clients. He has developed long-term relationships with many of his clients and enjoys being part of their long-range planning and development. In his role at Prein&Newhof, he serves as a Senior Project Manager, Team Leader, is on the Board of Directors, Executive Committee, as well as the Business Development Committee.

In addition to serving his client base, he was also responsible for developing and implementing Prein&Newhof's Asset Management program and instrumental in the implementation of the SAW Grant program for our clients.

## Representative Projects

### SAW-Funded Asset Management Plans

- Alpine Township
- Benton Charter Township
- Cannon Township
- City of Allegan
- City of Bronson
- City of Buchanan
- City of Cadillac
- City of Coopersville
- City of Douglas
- City of Fennville
- City of Ferrysburg
- City of Galesburg
- City of Greenville
- City of Ionia
- City of Kalamazoo
- City of Kentwood
- City of Lowell
- City of Muskegon



### Education

Bachelor of Science, Civil Engineering  
Michigan Technological University, 1990

### Registrations

Engineering Michigan, 1995

### Certifications & Training

IUPUI - Asset Management  
MDOT Office Management Procedures  
for Local Public Works Projects  
Northwestern University Traffic Institute  
Bicycle Facility and Design Workshop  
Nuclear Testing Equipment Training  
Course  
PSMJ Project Management Bootcamp

### Professional Activities

American Society of Civil Engineers  
American Water Works Association-  
Michigan Section  
ASCE Speakers Bureau  
Michigan Society of Professional  
Engineers  
Michigan Water Environment  
Association  
Michigan Water Environment  
Association  
National Society of Professional  
Engineers  
Utility Consumer Participation Board by  
appointment of the Governor of the  
State of Michigan

- City of Muskegon Heights
- City of Muskegon Heights
- City of Norton Shores
- City of Parchment
- City of Rockford
- City of Stanton
- City of Whitehall
- Comstock Charter Township
- Grand Haven - Spring Lake Sewer Authority
- Grattan Township
- Gull Lake Sewer & Water Authority
- Kalamazoo Charter Township
- Muskegon County Wastewater Management System
- Niles Charter Township
- North Kent Sewer Authority
- Oshtemo Charter Township
- Otsego Township
- Ottawa County Road Commission
- Plainfield Charter Township
- Texas Charter Township
- Village of Lyons
- Village of Ravenna
- Village of Sparta
- Village of Vicksburg
- Western Michigan University

## Professional History

Prein&Newhof, 2013-Present

33 years in Industry

## Asset Management

- City of Kalamazoo: Asset Management General Consulting, Water Asset Management Plan
- City of Lowell: Water Asset Management Plan
- Crystal Mountain: Crystal Mountain Asset Management
- City of Kentwood: Water & Wastewater System Improvements
- City of Allegan: 3-year Capital Improvement Plan
- Village of Sparta: Water Asset Management Plan

## Presentations

"State of the State's Stormwater and Wastewater Assets." Michigan Municipal Executives, Michigan Municipal Executives Winter Conference January 31, 2018

"Coordinated Roadway and Utility Asset Management." Transportation Asset Management Council, Transportation Asset Management Council 2016 Spring Conference, April 14, 2016

"Municipal Asset Management - Where is the EASY button?" Flint Michigan Water Infrastructure Conference, Spring 2017

## Tom Wheat, PE

### Senior Project Manager

Tom is involved in many aspects of municipal engineering, including water and wastewater systems, roadways, stormwater systems, and construction management. His duties include acting as township or village engineer for several Kalamazoo area municipalities. He also serves in the capacity of team leader for the Prein&Newhof Kalamazoo office, is on the Board of Directors, and the Executive Committee.

Tom has also worked extensively with two Sewer & Water Authorities in Kalamazoo County, as well as the Kalamazoo Regional Water and Wastewater Commission and serves on the Joint Administration and Technical Committee. This group is comprised of the area's water and wastewater customers (Townships and Cities). These duties require Tom to act in a leadership role, as it relates to proper municipal infrastructure planning and development.

Tom also works on many private projects such as plats, site condominiums, and planned unit developments that require the design of water, wastewater, stormwater, and road systems. This private work also includes site plans for commercial projects that include parking lot layout, stormwater treatment and retention, and compliance with local codes.

### Representative Projects

#### Pedestrian Facilities

- City of Portage: South Central Portage Bikeway
- City of Kalamazoo: 2020 KRVT Extension, KRVT Downtown Trail North & South Extension, Portage Creek Trail
- Kalamazoo Charter Township: Non-motorized Improvements, 2009 Sidewalk Replacement Program, 2018 Non-motorized Projects, 2020 Non-motorized Improvements
- M W Vanderveen Co.: KVCC HFC Trail
- Oshtemo Charter Township: Stadium Drive One Way Path, 10th Street Non-motorized, 9th Street Sidewalk at Walmart, North 10th Street Non-motorized Facility Concept Design, Public Sidewalk W. Main from Drake to US-131



#### Education

Bachelor of Science, Engineering  
University of Michigan, 1988

#### Registrations

Engineering Michigan, 1995

#### Certifications & Training

Certified Storm Water Operator  
Design and Construction Aspects of Trenchless Technology  
Designing and Managing Wastewater Pumping Facilities  
Professional Liability Seminar for Design Professionals  
PSMJ Project Management Bootcamp  
Soil Erosion and Sedimentation Control

#### Professional Activities

Michigan Society of Professional Engineers  
National Society of Professional Engineers

#### Professional History

Prein&Newhof, 1997-Present  
35 years in Industry

#### Personal Awards

Engineer of the Year, 2021, Michigan Society of Professional Engineers

- Richland Township: 32nd Street Park Bike Path
- Texas Charter Township: Trailhead & Trailway Phase I Design & Construction, Texas Corners DDA Sidewalks, Al Sabo Easements for Non-motorized Trail
- Village of Lawrence: CMAQ Trail - St. Joseph to Corwin
- Village of Vicksburg: Vicksburg Non-motorized Trail

# MEMORANDUM

**Date:** April 4, 2023

**To:** Township Board

**From:** James Porter

**Subject:** First Reading of Conditional Rezoning for the Hamptons

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**Objective:**

To accept for First Reading of Conditional Rezoning of the Hamptons property.

**Proposed Motion:**

I move to accept the Planning Commission's Recommendation for approval of the Conditional Rezoning of the subject property from R- 2 Residence District, to R-4 Residence District, subject to the following conditions:

- A. The northern portion of the subject site, approximately 10 acres, will only be developed as a Residential PUD with townhomes.
- B. The maximum unit count, per townhome building, will be four (4).
- C. The south half the property will remain as a storm water basin, with a proposed 55-year-old Senior Living Facility, to be located in the southwest corner.

**Background Information:**

Attached is the Recommendation from the Planning Commission, signed by the Planning Director, along with the Staff Report regarding the Hamptons Conditional Rezoning, and the Minutes of March 23, 2023.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING  
COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED ON  
MARCH 23, 2023


The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the conditional rezoning of the subject property, from R-2, Residence District to the R-4 Residence District of the Oshtemo Charter Township Zoning Ordinance, in order to facilitate the development of townhomes as part of a Residential PUD and a 55-year-old senior living facility. The subject property is located directly north of Meijer on W Main Street, Parcel No(s). 05-14-130-017 and a portion of 05-14-185-022, and is more particularly described as follows:

SEE ATTACHMENT

A copy of the Planning Commission Staff Report and the Draft Meeting Minutes from the March 23, 2023 Public Hearing are attached to this Recommendation.

OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION

Date: April 4, 2023

By:   
\_\_\_\_\_  
Iris Lubbert  
Township Planning Director

Final Action by Oshtemo Charter Township Board

\_\_\_\_\_ APPROVED \_\_\_\_\_

\_\_\_\_\_ DENIED \_\_\_\_\_

\_\_\_\_\_ REFERRED BACK TO PLANNING COMMISSION





# MCKENNA

March 10, 2023

Charter Township of Oshtemo  
7275 West Main Street  
Kalamazoo, MI 49009

**Subject:** Conditional Rezoning Request from R-2, Residential to R-4, Residential District,  
**Location:** 9<sup>th</sup> Street (Parcel ID: 05-14-130-017 and a portion of 6660 W Main St, Parcel ID 05-14-185-022)  
**Applicant(s):** Thomas Carroll, Marroll, LLC – 70 Michigan Avenue, Suite 450, Battle Creek MI 49017  
**Owner(s):** Thomas Carroll, Marroll, LLC – 70 Michigan Avenue, Suite 450, Battle Creek MI 49017

Marroll LLC, requests to conditionally rezone parcel number 05-14-130-017 and a portion of 6660 W Main Street, parcel number 05-14-185-022, from its current zoning of R-2, Residence, to R-4, Residence, in order to facilitate the development of townhomes as part of a Residential PUD and a 55-year-old senior living facility. The total rezoning area is approximately 20 acres in size and is located on the east side of 9<sup>th</sup> Street, north of West Main.

While the Oshtemo Township Zoning Ordinance does not specifically outline requirements for rezonings, the following comments are provided for consideration by the Planning Commission as it reviews the applicants request to conditionally rezone the subject property from R-2 to R-4, which would permit a higher intensity of use on the subject site. Note, the applicant has submitted the following conditions in conjunction with the rezoning request:

- A. North half of the property will only be developed as a residential PUD (Planned Unit Development) with townhomes.
- B. The maximum unit count per townhome building will be four (4).
- C. The south half of the property will remain as a stormwater basin as is today, with a proposed 55 year old senior living facility to be located in the southwest corner [of the subject property].

## COMMENTS

1. **Existing Conditions.** The site is an estimated 20 acres located along the eastern portion of 9<sup>th</sup> Street, north of West Main. The area proposed for rezoning is comprised of a 10-acre vacant/unimproved parcel that consists of natural vegetation and the north most 10 acres of the Meijer property consisting of vacant space and a stormwater detention basin. The subject parcel is part of the 9<sup>th</sup> Street Sub-Area Plan. The current land use, future land use, and existing zoning classifications of the site and surrounding parcels are summarized in the table and figures below:



**Table 1: Zoning and Existing/Planned Use of Site and Area:**

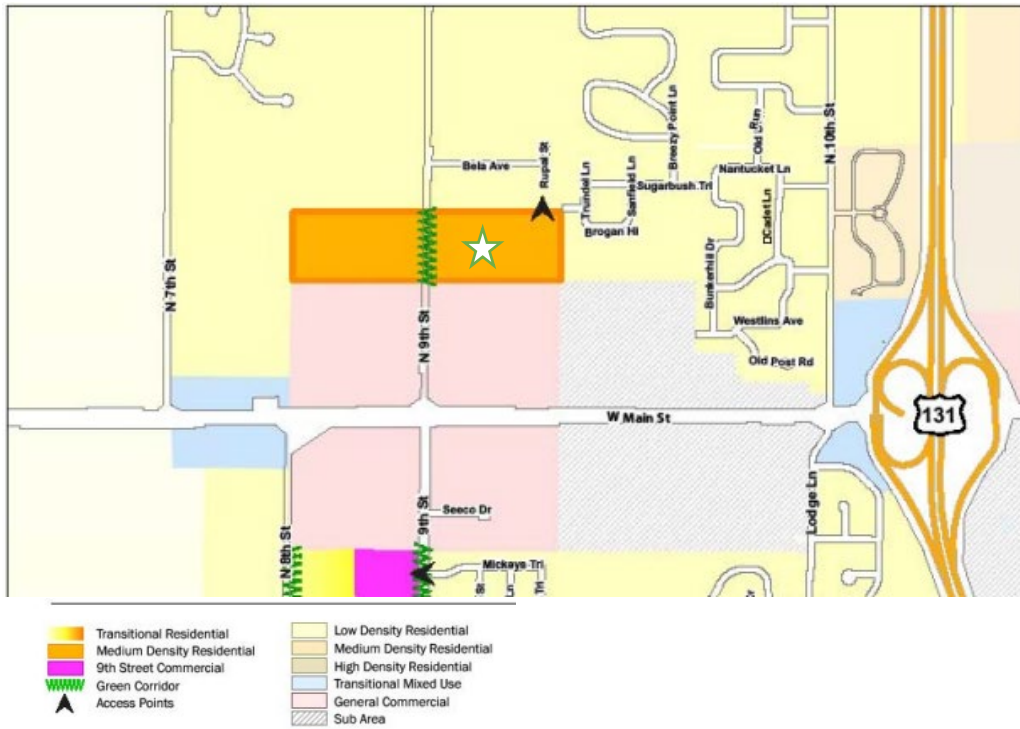
	Existing Land Use	Future Land Use	Existing Zoning
<u>Site</u>	Vacant/Stormwater detention basin	Medium Density Residential	R-2
<u>North</u>	Religious Institution	Low Density Residential	R-2
<u>West</u>	Agricultural Production	Low Density Residential	R-2
<u>South</u>	Commercial	General Commercial	C
<u>East</u>	Residential	Low Density Residential	R-2

**Figure 2: Site Aerial: 9<sup>th</sup> Street (Parcel 05-14-130-017)**



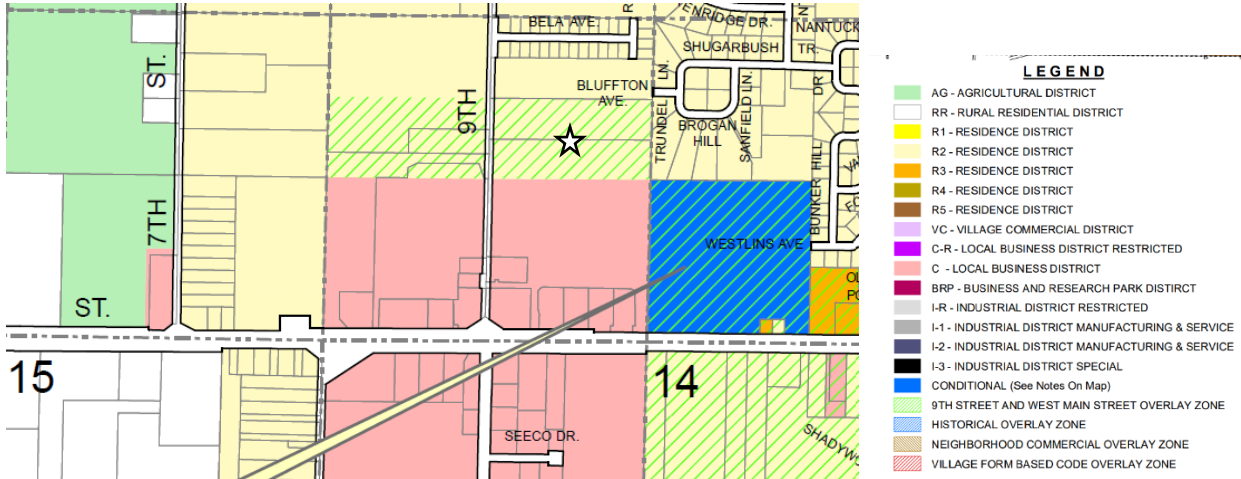


**Figure 3: Future Land Use Map of Area**





**Figure 4: Zoning Map of Area**



**2. Master Plan.** The Future Land Use designation of this area along 9<sup>th</sup> Street, as described in the 9<sup>th</sup> Street Sub-Area Plan, is classified for medium density residential. The subject site is bordered to the east by low-density residential, to the north by low density residential, and to the west by agricultural production land.

Based on the proposed use of the subject site as a medium density residential Planned Unit Development, which appears to align with the intent of the 9<sup>th</sup> Street Sub-Area Plan, we find that the proposal is consistent with the intent of the Oshtemo Township Master Plan and sub-area plan.

**3. Zoning.** The existing zoning district is R-2 and the proposed zoning district is R-4.

Typical permitted uses in the R-2 district include but are not limited to: one-family dwellings, essential services, foster family homes, libraries, religious institutions, and accessory buildings and uses customarily incidental to the foregoing. Article 7 of the Oshtemo Township Zoning Ordinance further details permitted and special land uses for the R-2 Residential District.

Typical permitted uses in the R-4 Residential District include, but are not limited to: permitted uses in the R-2 District, child care centers and adult care centers, funeral homes, accessory buildings, family day care home, adult foster care facilities, nursing facilities. Further, per Section 9.30 – permitted uses with conditions – the R-4 District allows three or four-family dwellings and multiple family dwellings. Article 9 of the Oshtemo Township Zoning Ordinance further details permitted uses and special uses within the R-4 Residential District.

Due to the subject parcel being adjacent to other properties zoned R-2 and C, Commercial, we find that the proposal would permit a residential transition zone of medium density housing, which would buffer the adjacent low-density residential properties from commercial enterprises located along West Main.

**4. Consistency with General Land Use Patterns.** The subject site is currently undeveloped (vacant) and is



located to the immediate north of a commercial development, and west of a low-density residential neighborhood. Further, with the requested conditional rezoning being consistent with the 2017 Future Land Use Plan's 9<sup>th</sup> Street Sub-Area Plan, the proposed rezoning would provide a buffer from the commercial development located immediately to the south and the low-density residential uses to the north and east.

- 5. Utilities & Infrastructure.** The Oshtemo Township online interactive map indicates existing water and sewer mains located adjacent to the subject property. It is anticipated that the future development of the subject property, conditioned on the rezoning approval, would be adequately serviced by existing utilities and infrastructure based near the 9<sup>th</sup> Street and West Main intersection.

Further review of the utilities and infrastructure needs will be conducted once a formal site plan submission has been received by the Township.

- 6. Reasonable Use Under Current Zoning Classification.** The property in review is currently zoned R-2, which would not permit the proposed use of four-unit family dwellings as outlined by the applicant in their application. The applicant seeks conditional rezoning to permit the development of this vacant/undeveloped area for residential townhomes, which would include a maximum of four (4) units per building.
- 7. Effects on Surrounding Properties.** Based on the applicant's description of the proposed use for the property in question, we do not foresee negative impacts on the surrounding area. The development of the vacant parcel would create a buffer between the commercial use, located at 6600 West Main and the religious institution and residential dwellings to the north. Further consideration will be given to the impacts on the surrounding uses and properties during the formal site plan review process. The applicant has submitted a concept plan showing what the development is envisioned to look like and be developed as. Note that this is just a concept, if the proposed conditional rezoning is approved a full review of a Residential PUD would be required.
- 8. Conditional Rezoning (Section 66).** The Township Zoning Ordinance provides general guidance for conditional rezonings, per Article 66. We have reviewed the guidance in Section 66 and find that the applicant meets the provisions as outlined in this section.

## RECOMMENDATION

Based on the information provided by the applicant, and the subsequent review conducted within this memorandum, we find that the Planning Commission could make a positive finding of support to the Oshtemo Township Board for the conditional rezoning of the subject property (parcel ID 05-14-130-017 and a portion of 6660 W Main St, parcel ID 05-14-185-022) from R-2, Residential to R-4, Residential, based on the following findings of fact:

1. The Oshtemo Township 2017 Master Plan's Future Land Use Plan and 9<sup>th</sup> Street Sub-Area Plan designates the subject property as medium density residential, which aligns with the applicant's proposal to construct four (4) unit townhomes on the site.
2. The subject property would provide a development buffer between the commercial use at 6600 West Main and low-density residential parcels to the north and northeast.
3. No adverse impact on existing utilities nor infrastructure are anticipated by the rezoning request.
4. The rezoning of the subject site to R-4 would provide a reasonable use of the property.



5. The rezoning request is conditioned on the following:
  - a. The northern portion of the subject site, an approximate 10 acres, will only be developed as a residential PUD with townhomes.
  - b. The maximum unit count per townhome building will be four (4).
  - c. The south half of the property will remain as a stormwater basin as currently is, with a proposed 55-year-old senior living facility to be located in the southwest corner.

We note that full site plan and special land use review and approval will be required of the property developer if the conditional rezoning request is approved.

Respectfully submitted,

**MCKENNA**

Kyle Mucha, AICP  
Senior Planner

Paul Lippens, AICP, NCI  
Vice President

Cc: Iris Lubbert, AICP, Oshtemo Township Planning Director

# OVERALL PARCEL AND RE-ZONING DESCRIPTION

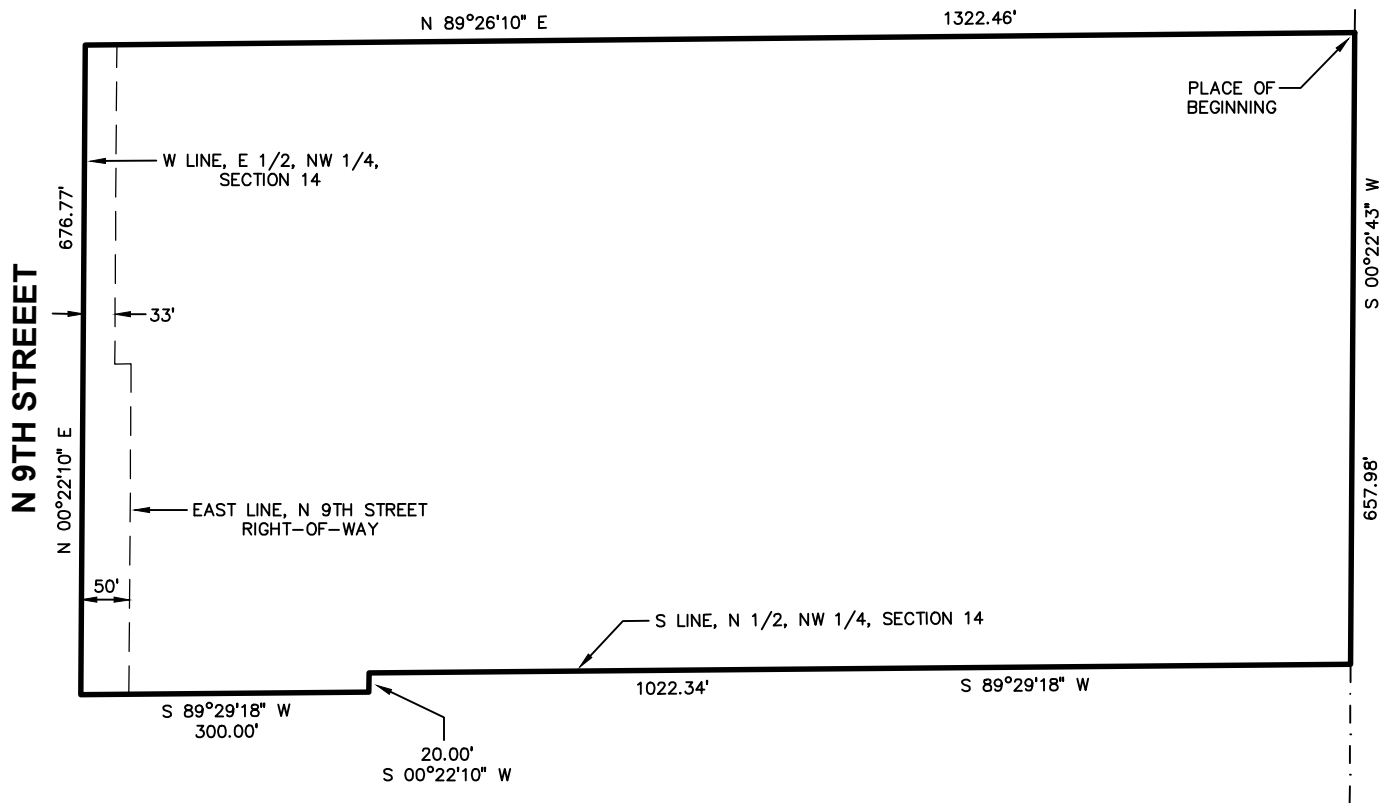
That part of the Northwest one-quarter, Section 14, Town 2 South, Range 12 West, Oshtemo Township, Kalamazoo County, Michigan, described as; BEGINNING on the North-South one-quarter line of said Section 14 at a point being South 00°22'43" West 660.79 feet from the North one-quarter corner of said section; thence South 00°22'43" West 657.98 feet along said North-South one-quarter line; thence South 89°29'18" West 1022.34 feet along the South line of the North one-half of the Northwest one-quarter of said section; thence South 00°22'10" West 20.00 feet parallel with the West line of the East one-half of the Northwest one-quarter of said section; thence South 89°29'18" West 300.00 feet parallel with the South line of the North one-half of the Northwest one-quarter of said section; thence North 00°22'10" East 676.77 feet along the West line of the East one-half of the Northwest one-quarter of said section; thence North 89°26'10" East 1322.46 feet to the place of beginning.

20.0918 acres including right-of-way



SCALE: 1" = 200'

NORTH 1/4 CORNER, SECTION 14,  
TOWN 2 SOUTH, RANGE 12 WEST,  
OSHTEMO TWP., KALAMAZOO CO., MI.



P:\200251.01 Oshtemo Multi-Family PUD\CAD\DWG\200251.1\_PARCEL COMBINATION.dwg - Description Map - 1/31/2023 1:42:48 PM - Greg Van Der Heide

<b>FIELD CREW / DATE:</b> M+B OFFICE	<b>CHECKED BY:</b> S J G	<b>Prepared By:</b> <b>Moore+Bruggink</b> Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com
<b>DRAWN BY:</b> GHV	<b>CONTACT INFO:</b> sgreen@mbce.com	
<b>DATE:</b> JANUARY 31, 2023	<b>PROJECT NO.:</b> 200251.1	

**OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION**

**DRAFT MINUTES OF A MEETING HELD MARCH 23, 2023**

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**Agenda**

**PUBLIC HEARING - SPECIAL USE AND SITE PLAN – SUNSET POINTE  
CONDOMINIUMS**

Sunset Point Condominiums LLC requested special use and site plan approval of a residential site condominium comprised of 33 duplex buildings (66 units), club house, community pool and associated parking lot on Parcel 05-26-260-021. The property is located at the intersection of Meridian Avenue and Sunset Road.

**PUBLIC HEARING - CONDITIONAL REZONING – HAMPTONS**

Marroll LLC, requested to conditionally rezone parcel number 05-14-130-017 and a portion of 6660 West Main Street, parcel number 05-14-185-022, from its current zoning classification of R-2, Residence, to R-4, Residence. The proposed conditional rezoning was to facilitate the development of the site with townhomes, as part of a Residential PUD and a 55-year-old senior living facility.

**PUBLIC HEARING – SPECIAL USE AND SITE PLAN – CONSUMERS ENERGY  
REGULATOR STATION**

Consumers Energy requested site plan and special use approval to construct one 3,240 square foot unmanned building and one 120 square foot accessory building to serve as a regulator station.

**PUBLIC HEARING – SPECIAL USE – NATIONAL HEALTH AND NUTRITION  
EXAMINATION SURVEY TEMPORARY OUTDOOR EVENT**

Westat Inc., requested Special Exception Use approval to locate CDC Mobile Exam Center medical trailers in the Delta Marriot Kalamazoo parking lot, located at 2747 S. 11<sup>th</sup> Street, from April 8 to June 10, 2023.

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A meeting of the Oshtemo Charter Township Planning Commission was held Thursday, March 23, 2023, commencing at approximately 6:03 p.m. at the Oshtemo Township Hall, 7275 West Main Street.

ALL MEMBERS WERE PRESENT:      Anna Versalle, Chair  
   Micki Maxwell, Vice Chair  
   Deb Everett  
   Zak Ford, Township Board Liaison  
   Scot Jefferies  
   Alistair Smith, ZBA Liaison  
   Phil Doorlag



Also present were Iris Lubbert, Planning Director, James Porter, Attorney, Colten Hutson, Zoning Administrator, Martha Coash, Recording Secretary and 16 guests.

**Call to Order and Pledge of Allegiance**

Chairperson Versalle called the meeting to order and invited those present to join in the Pledge of Allegiance.

**Approval of Agenda**

The Chair determined there were no changes to the agenda and let it stand as published.

**Public Comment on Non-Agenda Items**

Mr. Curt Aardema of AVB said he had attended the Planning Commission sessions regarding the Oshtemo housing study and offered to take Commissioners through some of the projects AVB has built at some point if it was felt that would be helpful.

The Chair thanked him for his offer and moved to the next agenda item.

**Approval of the Minutes of the Meeting of March 9, 2023**

Chairperson Versalle asked if there were additions, deletions, or corrections to the Minutes of the Meeting of March 9, 2023.

Hearing none, the Chair asked for a motion to approve the Minutes as presented.

Ms. Maxwell **made a motion** to approve the Minutes of the Meeting of March 9, 2023 as presented. Mr. Doorlag **seconded the motion**. The **motion was approved** unanimously.

The Chair moved to the next item on the agenda.

**PUBLIC HEARING - SPECIAL USE AND SITE PLAN – SUNSET POINTE CONDOMINIUMS**

**SUNSET POINTE CONDOMINIUMS LLC REQUESTED SPECIAL USE AND SITE PLAN APPROVAL OF A RESIDENTIAL SITE CONDOMINIUM COMPRISED OF 33 DUPLEX BUILDINGS (66 UNITS), CLUB HOUSE, COMMUNITY POOL AND ASSOCIATED PARKING LOT ON PARCEL 05-26-260-021. THE PROPERTY IS LOCATED AT THE INTERSECTION OF MERIDIAN AVENUE AND SUNSET ROAD.**

Site Description: On behalf of the Charter Township of Oshtemo Planning Department, Mr. Kyle Mucha, Senior Planner for McKenna, reviewed the site condominium application for a Special Exception Use regarding the proposed 33 duplex buildings (66 unit), club house, community pool and associated parking lot within the residential development located at the intersection of Meridian Avenue & Sunset Road. He offered comments and findings based on McKenna’s review of the application dated April 15, 2022, and the site plan resubmission on February 24, 2023.

He indicated the site is approximately 17.48-acres and has frontage along the north side of Meridian Avenue. The site is predominately wooded with no apparent existing facilities or structures established. The applicant proposes to construct 24 duplex buildings (48 units total) in the first phase, and an additional 9 duplex buildings (18 units total) in the second phase once a secondary road has been constructed. The total unit count is proposed to be 33 duplex buildings (66 units) once the property is fully built out. A club house, pool and associated parking lot are also proposed within the residential development in the first phase.

Review Criteria: Mr. Mucha explained an application for a condominium project must be made in accordance with the procedures for a Special Use set forth in Article 65 and the requirements and presented the following review of 65.30:

**A. Master Plan/Zoning Ordinance.** *The proposed use will be consistent with the purpose and intent of the Master Plan and Zoning Ordinance, including the District in which the use is located.* The Oshtemo Township Zoning Ordinance reviews proposed condominium developments in regard to the following categories:

- a. The proposed development will need to meet the intent of the R-2 Residence District, which permits a greater density of residential development than is provided in rural districts of the Township. We find that the intent of the R-2 District is met with this proposal.
- b. The R-2 District permits a residential density of 4 units per acre. 3.77 units per acre are proposed. For reference, the proposed condominium density of the project site averages 0.26 acres per unit, which is slightly less than other residential properties in the adjacent neighborhoods: Wildmere Street, Fairgrove Street, Strathmore Street have parcel sizes of 0.303 acres per dwelling unit.
- c. An interior transportation network must also be provided. The applicant proposes to construct an interior street network of private roadways. We find that this provision is satisfied.
- d. Non-motorized transportation is a development standard that shall be provided for. The applicant has indicated that sidewalks will be installed throughout the project area, which will also connect to internal trail systems that permit non-motorized pedestrian access to the clubhouse/pool. We find this provision has been satisfied.
- e. Open space must also be provided at a rate of 10% of the total condominium project area. The applicant has proposed an open space area of 20%, which exceeds the minimum required and satisfies this provision.
- f. Public utilities, such as sewer and water, must be provided for. The applicant has provided engineering drawings for proposed public water and sewer systems. We find that this provision has been satisfied.

- g. The Master Deed and Bylaws are required to provide language that “common elements are to be properly and adequately maintained”. The applicant continues to work with Township staff to finalize the draft Master Deed/Bylaws, which will address this requirement.
- h. Setback provisions, landscaping, lighting, and parking standards are also provisions with the Township Zoning Ordinance that must be addressed. During our review of the proposed site plan, we found that the applicant has met the provisions for these sections.

Mr. Mucha said, based on the desired development pattern and Future Land Use classifications for this subject site, the proposed 66-unit (33 duplex buildings) aligns with the intent of the Master Plan. The site plans include trail systems (woodchip based), preservation of open space as deeded within the draft Master Deed and the potential to interconnect the proposed development with future residential developments to the north.

**B. Site Plan Review:**

He indicated a separate memorandum was prepared regarding the submitted site plan for consideration by Township staff. The site plan analysis of the criteria of section 64.80 reviews the application for compliance with development standards, setback provisions, landscaping, lighting, parking, utility infrastructure and emergency access.

**C. Impacts:**

Mr. Mucha provided the following analysis of the impacts of the proposed project:

1. *The proposed use would be compatible, harmonious and appropriate with the existing or planned character and uses of adjacent properties; meaning the proposed use can coexist with neighboring uses in a stable fashion over time such that no neighboring use is unduly negatively impacted.* Properties located to the west, north, and east are predominately residential in nature, and consist of mostly single-family homes. Properties to the south are commercial in nature. Established neighborhoods to the east have a development density of 0.3 acres per residential dwelling unit. The proposed development will consist of a density of 0.26 acres per dwelling unit, which we find aligns with existing development patterns in the area. Further, the development will consist of an interior road network and public water & sewer, which are characteristics of the eastern adjacent neighborhood. The proposed development will consist of attached single-family condominium units in the form of a duplex, which is harmonious with the established neighborhood to the east consisting of single-family dwellings.
2. *Potentially adverse effects arising from the proposed use on adjacent properties would be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the location of screening, fencing, landscaping, buffers or setbacks.* The submitted proposal indicates a tree preservation buffer (35') along the periphery of the development site. Furthermore, the proposed orientation of dwelling units

increases the separation distance from adjacent residential property lines and proposed residential units. Additionally, the building orientation is projected to face internally (towards the interior of the subject property). The building orientation will aid in shielding adjacent property owners from the private street network and vehicular traffic this development will generate. Each condominium site will also have on-premises parking spaces for residents. We find that potentially adverse effects arising from the proposed development have been mitigated by the aforementioned site design details.

3. *The proposed use would not be detrimental, hazardous, or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, smoke, odors, glare, or visual clutter.* The applicant indicates that the estimated average daily trips (AADT) is at eight (8) per unit. Based on 66 units, the average daily trips generated from this development is estimated to be 528. Because the project proposes 66 dwelling units once fully built out, secondary access will be required. Phase 1 of the project will include the construction of 48 dwelling units, with an estimated daily trip generation of 384. Once Phase 2 is constructed, as previously referenced, secondary access is required, which will help reduce congestion and allow for better traffic flow thus minimizing potential disturbances to the surrounding area.

Furthermore, the construction of 66 residential condominium units is likely to increase the ambient noise of the area due to the proposed residential land use. Currently, the predominately wooded parcel acts as a natural buffer between businesses and non-residential uses along Stadium Drive (located to the south) and existing residential uses in the surrounding vicinity. In order to aid in noise reduction, the applicant has increased the tree buffer along the perimeter to 35 feet. For reference, the R-2 District has a minimum rear yard setback requirement of 15 feet: the applicant has extended this rear yard setback by an additional 20 feet, which will also aid in noise reduction and preservation of naturalized areas. We find that the applicant generally complies with this provision.

- D. **Environment.** *The natural features of the subject property shall only be cleared or altered to the extent necessary to accommodate site design elements, particularly where the natural features assist in preserving the general character of the area.* The applicant proposes significant alterations to the existing parcel in terms of site grading and clearing. However, we note that the applicant seeks to retain a buffer strip of natural vegetation around the periphery of the subject parcel. This buffer strip of natural features will further protect adjacent residential uses from the more densely proposed residential development.
- E. **Public facilities.** *Adequate public and/or private infrastructure and services already exist or would be provided, and will safeguard the health, safety, and general welfare of the public.* The proposed residential condominium development will have public water and sanitary sewer mains extended into the subject site. The applicant proposes to connect to the existing public water main at the intersection of Meridian Avenue & Sunset Road. A proposed sanitary sewer main will provide service to the new development by use of an easement to connect into the existing sewer along Stadium Drive. Upon evaluation, adequate public and/or private infrastructure and services already exist or would be provided to the site.

**F. *Specific Use requirements.*** *The Special Use development requirements of Article 49.* Upon review of Article 49, we do not find that any additional provisions are subject to this proposal. Therefore, we find this this requirement is not applicable.

**Recommendations:**

Mr. Mucha reported the applicant was proposing the construction of 66 condominium units (33 duplex buildings) on 17.48 acres of land. McKenna recommended approval of the Special Use, finding that the proposed project aligns with the intent of the Master Plan and Zoning Ordinance, for the following reasons:

1. The 2017 Master Plan Update, Future Land Use, classifies the subject parcel as split between low-density residential and local commercial. Additionally, the Master Plan indicates the low-density residential (LDR) designation as the majority of neighborhoods in the Township and that many LDRs were developed years ago. The Master Plan further states *“new development has occurred around these neighborhoods that is not consistent with single-family development. When this occurs, it is essential that adequate buffers and protection are provided to ensure the neighborhood is insulated from the effects of the adjacent uses”* (page 64, left column). Based on the applicant providing a 35-foot-wide natural vegetation buffer between the proposed development and existing residential uses to the east, we find that adequate buffers and protection have been provided.
2. Details pertaining to adverse impacts, such as loss of natural features and vehicle trip generation, have been considered by the applicant. The increase of a 35-foot-wide natural buffer, from a previous 20 feet, further assists in the mitigation of adverse impacts on adjacent residential uses.
3. The site development plan meets the requirements of the Oshtemo Township Zoning Ordinance as it pertains to Article 42 – Residential Condominium Development Standards.
4. Phase II, consisting of 9 duplex buildings (18 units total), will not be implemented until a secondary access point is created.

**SITE PLAN REVIEW**

Mr. Mucha reported that McKenna reviewed the revised site plan dated February 24, 2023 for a proposed 33 duplex building (66 unit), club house, community pool and associated parking lot within the residential development located at the intersection of Meridian Avenue & Sunset Road. After walking the Commissioners through the findings and comments he made the following recommendation:

Based on the submitted site plans, dated February 24, 2023, we find that the proposed Sunset Pointe Condominium Development can be recommended for approval to the Oshtemo Township Planning Commission, subject to the following conditions:

- a. Landscaping modification (per Section 53.160) is granted to permit the applicant to install two (2) canopy trees per 100 feet of road frontage, where a minimum of one (1) canopy and two (2) understory trees are required.
- b. The Master Deed is amended to include the language outlined in the Township Attorney report, noted in the previous section. In addition, “no on-street parking” language is added to the Master Deed.
- c. A final approval letter is submitted from the Road Commission for the primary entrance into the site.
- d. The intersection at Sunset & Daybreak Ave shall meet the requirements for hammerhead turn-around for fire department access. An additional 25 feet to the north are required. The applicant may accomplish this temporarily with a gravel surface that would support the imposed loads of the fire apparatus. An amended plan showing this turn-around shall be submitted to the Township for administrative approval.
- e. Administrative coordination with Oshtemo Township regarding the sanitary sewer design.
- f. Final watermain design and permitting must be reviewed and approved by all appropriate agencies including but not limited to the City of Kalamazoo – Water Resources Division, Department of Environment, Great Lakes and Energy (EGLE), Oshtemo Township Public Works and Oshtemo Township Fire Department. The final design and approvals will supersede phasing proposed by the Developer and a part of the Planning Commission approval.
- g. Further specifications regarding phase 2 will need to be submitted for review when a secondary road access is constructed for the property.
- h. Building renderings and elevations shall be submitted to the Township for review & approval prior to building permit issuance.

Chairperson VerSalle thanked Mr. Mucha for his presentation and asked whether Commissioners had questions for him.

In answer to a question from Ms. Maxwell, Mr. Mucha indicated the 35 foot buffer would be maintained through Phase II of the project as well.

Mr. Ford asked for clarification regarding the number of parking spaces that would be provided per unit.

Mr. Mucha said each unit would have two space in a garage and an additional two spaces in front of the unit.

Ms. Everett asked about the walking path.

Mr. Mucha said walking paths are located in open spaces toward the east and the south of the development.

Ms. Everett asked if the easement would be acceptable to be made a public road, noting a private road has to meet Road Commission standards in order to be turned over to them for use as a public road.

Ms. Lubbert said there have been a number of discussions on this topic. When the second phase of the development occurs part of the road will become public. The developer has gone beyond the standard for private roads to meet public road standards. The easement as shown is to provide sewer and water to Stadium Drive. In the future a road will go on top of that. Details for the road connection will be worked through at that time.

Mr. Doorlag noted the private roads, if standards are met, can be transferred to the Road Commission.

Hearing no further questions, the Chair asked if the applicant wished to speak.

Mr. Dan Lewis, Civil Engineer for the project, noted the open space buffer is more than two times what is required. A five foot wood chip path is the only land disturbed in the open space. He said the developer agrees with all of the conditions set forth for approval in the recommendation.

Ms. Everett asked about the sewer starting further south on Sunset.

Mr. Lewis indicated the only long sewer line needed is for unit No. 1 on the southwest corner of the site. That unit will not be built until a new sewer is built for easy hook-up. Sewers for the rest of the units run from Stadium. Public water connects in two spots. Sidewalks are included along both sides of all roadways.

The Chair asked if the pathways are open to the public.

Mr. Lewis said they are set up to be private, but that would be determined by a condominium association.

Chairperson Versalle asked how on street parking would be monitored.

Mr. Lewis said signs would be installed and parking would be addressed in the master deed. Four spaces per unit should help with compliance. In addition, there will be eight spaces at the clubhouse that can be used if needed.

Hearing no further questions, the Chair opened a public hearing.

Dr. Lisa Augustyniak, 2615 S. 9<sup>th</sup> Street felt she had been heard when she spoke at the last meeting and asked if the area had been evaluated for endangered/protected species of wildlife and plants, especially those specific to Kalamazoo County according to the MSU inventory.

As there were no further public comments, Chairperson Versalle closed the public hearing and moved to Board Deliberations.

Ms. Maxwell asked if the property owners are required to do the survey Dr. Augustyniak mentioned.

Attorney Porter indicated he was not aware of a requirement unless protected species or plant life have been identified in the general area already. We do not have any information that has occurred.

Ms. Maxwell **made a motion** to approve the special use request and site plan as presented to include the eight conditions listed below as recommended, as well as the requested deviation in landscaping from the required one canopy tree and two understory trees to two canopy trees per 100 linear feet.

1. Landscaping modification (per Section 53.160) is granted to permit the applicant to install two (2) canopy trees per 100 feet of road frontage, where a minimum of one (1) canopy and two (2) understory trees are required.
2. The Master Deed is amended to include the language outlined in the Township Attorney report, noted in the previous section. In addition, "no on-street parking" language is added to the Master Deed.
3. A final approval letter is submitted from the Road Commission for the primary entrance into the site.
4. The intersection at Sunset & Daybreak Ave shall meet the requirements for hammerhead turn-around for fire department access. An additional 25 feet to the north are required. The applicant may accomplish this temporarily with a gravel surface that would support the imposed loads of the fire apparatus. An amended plan showing this turn-around shall be submitted to the Township for administrative approval.
5. Administrative coordination with Oshtemo Township regarding the sanitary sewer design.
6. Final watermain design and permitting must be reviewed and approved by all appropriate agencies including but not limited to the City of Kalamazoo – Water Resources Division, Department of Environment, Great Lakes and Energy (EGLE), Oshtemo Township Public Works and Oshtemo Township Fire Department. The final design and approvals will supersede phasing proposed by the Developer and a part of the Planning Commission approval.
7. Further specifications regarding phase 2 will need to be submitted for review when a secondary road access is constructed for the property.
8. Building renderings and elevations shall be submitted to the Township for review and approval prior to building permit insurance.

Mr. Ford **seconded the motion**. The **motion was approved** unanimously.



Chairperson Versalle moved to the next item on the agenda and asked Mr. Mucha for his presentation.

**PUBLIC HEARING - CONDITIONAL REZONING – HAMPTONS**

**Marroll LLC, requested to conditionally rezone parcel number 05-14-130-017 and a portion of 6660 West Main Street, parcel number 05-14-185-022, from its current zoning classification of R-2, Residence, to R-4, Residence. The proposed conditional rezoning was to facilitate the development of the site with townhomes, as part of a Residential PUD and a 55-year-old senior living facility.**

Attorney Porter provided a brief overview of the definition of conditional rezoning, noting that in Michigan a developer can request conditional rezoning with specific limitations. What will be developed in the future will be in accordance with the conditions the developer proposes.

He noted the developer is working with Meijer and the Township regarding how stormwater will be handled. The current basin owned by Meijer may be expanded. However, the Commission will consider only the rezoning request at this meeting.

Mr. Mucha said Marroll LLC, was requesting to conditionally rezone parcel number 05-14-130-017 and a portion of 6660 W Main Street, parcel number 05-14-185-022, from its current zoning of R-2, Residence, to R-4, Residence, in order to facilitate the development of townhomes as part of a Residential PUD and a 55-year-old senior living facility. The total rezoning area is approximately 20 acres in size and is located on the east side of 9<sup>th</sup> Street, north of West Main.

While the Oshtemo Township Zoning Ordinance does not specifically outline requirements for rezonings, he provided the following comments for consideration by the Planning Commission as it reviewed the applicant's request to conditionally rezone the subject property from R-2 to R-4, which would permit a higher intensity of use on the subject site. The applicant submitted the following conditions in conjunction with the rezoning request:

- A. North half of the property will only be developed as a residential PUD (Planned Unit Development) with townhomes.
- B. The maximum unit count per townhome building will be four (4).
- C. The south half of the property will remain as a stormwater basin as is today, with a proposed 55 year old senior living facility to be located in the southwest corner [of the subject property].

Mr. Mucha described the existing conditions, noting the site is an estimated 20 acres located along the eastern portion of 9<sup>th</sup> Street, north of West Main. The area proposed for rezoning is comprised of a 10-acre vacant/unimproved parcel that consists of natural vegetation and the northernmost 10 acres of the Meijer property consisting of vacant space and a stormwater detention basin. The subject parcel is part of the 9<sup>th</sup> Street Sub-Area Plan. The current land use, future land use, and existing zoning classifications of the site and surrounding parcels were summarized

in the table and figures below:

**Table 1: Zoning and Existing/Planned Use of Site and Area:**

	Existing Land Use	Future Land Use	Existing Zoning
<u>Site</u>	Vacant/Stormwater detention basin	Medium Density Residential	R-2
<u>North</u>	Religious Institution	Low Density Residential	R-2
<u>West</u>	Agricultural Production	Low Density Residential	R-2
<u>South</u>	Commercial	General Commercial	C
<u>East</u>	Residential	Low Density Residential	R-2

1. **Master Plan.** The Future Land Use designation of this area along 9<sup>th</sup> Street, as described in the 9<sup>th</sup> Street Sub-Area Plan, is classified for medium density residential. The subject site is bordered to the east by low-density residential, to the north by low density residential, and to the west by agricultural production land.

Based on the proposed use of the subject site as a medium density residential Planned Unit Development, which appears to align with the intent of the 9<sup>th</sup> Street Sub-Area Plan, we find that the proposal is consistent with the intent of the Oshtemo Township Master Plan and sub-area plan.

2. **Zoning.** The existing zoning district is R-2 and the proposed zoning district is R-4.

Typical permitted uses in the R-2 district include but are not limited to one-family dwellings, essential services, foster family homes, libraries, religious institutions, and accessory buildings and uses customarily incidental to the foregoing. Article 7 of the Oshtemo Township Zoning Ordinance further details permitted and special land uses for the R-2 Residential District.

Typical permitted uses in the R-4 Residential District include, but are not limited to permitted uses in the R-2 District, child care centers and adult care centers, funeral homes, accessory buildings, family day care home, adult foster care facilities, nursing facilities. Further, per Section 9.30 – permitted uses with conditions – the R-4 District allows three or four-family dwellings and multiple family dwellings. Article 9 of the Oshtemo Township Zoning Ordinance further details permitted uses and special uses within the R-4 Residential District.

Due to the subject parcel being adjacent to other properties zoned R-2 and C, Commercial, McKenna found the proposal would permit a residential transition zone of medium density housing, which would buffer the adjacent low-density residential properties from commercial enterprises located along West Main.

**3. Consistency with General Land Use Patterns.** The subject site is currently undeveloped (vacant) and is located to the immediate north of a commercial development, and west of a low-density residential neighborhood. Further, with the requested conditional rezoning being consistent with the 2017 Future Land Use Plan's 9<sup>th</sup> Street Sub-Area Plan, the proposed rezoning would provide a buffer from the commercial development located immediately to the south and the low-density residential uses to the north and east.

**4. Utilities & Infrastructure.** The Oshtemo Township online interactive map indicates existing water and sewer mains located adjacent to the subject property. It is anticipated that the future development of the subject property, conditioned on the rezoning approval, would be adequately serviced by existing utilities and infrastructure based near the 9<sup>th</sup> Street and West Main intersection.

Further review of the utilities and infrastructure needs will be conducted once a formal site plan submission has been received by the Township.

**5. Reasonable Use Under Current Zoning Classification.** The property in review is currently zoned R-2, which would not permit the proposed use of four-unit family dwellings as outlined by the applicant in their application. The applicant was seeking conditional rezoning to permit the development of this vacant/undeveloped area for residential townhomes, which would include a maximum of four (4) units per building.

**6. Effects on Surrounding Properties.** Based on the applicant's description of the proposed use for the property in question, he said negative impacts on the surrounding area are not foreseen. The development of the vacant parcel would create a buffer between the commercial use, located at 6600 West Main and the religious institution and residential dwellings to the north. Further consideration will be given to the impacts on the surrounding uses and properties during the formal site plan review process. The applicant submitted a concept plan showing what the development is envisioned to look like and how it would be developed. If the proposed conditional rezoning is approved a full review of a Residential PUD would be required.

**7. Conditional Rezoning (Section 66).** The Township Zoning Ordinance provides general guidance for conditional rezonings, per Article 66. After review with the guidance in Section 66 McKenna found the applicant meets the provisions as outlined in this section.

Recommendation:

Based on the information provided by the applicant, and the subsequent review conducted within this memorandum, McKenna found the Planning Commission could make a positive finding of support to the Oshtemo Township Board for the conditional

rezoning of the subject property (parcel ID 05-14-130-017 and a portion of 6660 W Main St, parcel ID 05-14-185-022) from R-2, Residential to R-4, Residential, based on the following findings of fact:

1. The Oshtemo Township 2017 Master Plan's Future Land Use Plan and 9<sup>th</sup> Street Sub-Area Plan designates the subject property as medium density residential, which aligns with the applicant's proposal to construct four (4) unit townhomes on the site.
2. The subject property would provide a development buffer between the commercial use at 6600 West Main and low-density residential parcels to the north and northeast.
3. No adverse impact on existing utilities nor infrastructure are anticipated by the rezoning request.
4. The rezoning of the subject site to R-4 would provide a reasonable use of the property.
5. The rezoning request is conditioned on the following:
  - a. The northern portion of the subject site, an approximate 10 acres, will only be developed as a residential PUD with townhomes.
  - b. The maximum unit count per townhome building will be four (4).
  - c. The south half of the property will remain as a stormwater basin as currently is, with a proposed 55-year-old senior living facility to be located in the southwest corner.

Mr. Mucha noted a full site plan and special land use review and approval will be required of the property developer if the conditional rezoning request is approved.

Chairperson VerSalle asked if there were any questions from Commissioners.

Ms. Everett asked if the four-unit buildings would be more than one story.

Ms. Lubbert indicated that is not known at this time.

Attorney Porter noted the Commission cannot attach conditions to the request.

Ms. Lubbert explained the project is located within the optional 9<sup>th</sup> Street overlay zone which has design criteria if the developer wishes to utilize it. In addition, if the rezoning is approved, the Planning Commission will review further details about a proposal, including height, during the site plan review process which has checks and balances for building. The developer will be legally bound to the conditions of the rezoning if approved. If the site is sold later, the new owner would also be bound by the conditions. If the project does not commence within one year, the conditional zoning expires.

Mr. Ford said he is generally in favor of the increased density, but wanted to be sure the water runoff can be handled and wondered who will be responsible.

Attorney Porter said the property developer is responsible and noted the Township Engineer establishes the requirements and determines whether they are met.

Ms. Everett asked what the reason was for establishing a residential PUD?

Ms. Lubbert explained an assisted living facility is considered a non-residential

use and the PUD makes the property most flexible for the project's development.

Mr. Ford commented that if they change what they want to construct they would have to return to the Commission to request a rezoning.

Hearing nothing further, Chairperson VerSalle asked if the applicant wished to speak.

Mr. Justin Longstreth, Engineer, noted this is the first step in what they hope will be a successful multi-step project. They plan to provide 12 buildings with 48 units during the first phase. The rest will be built when secondary connections are made. The senior living phase will be down the road. They hope to work out a solution to the basin issue with Meijer. If the conditional rezoning is approved, he said they would likely be back within a month or two with a site plan application.

Chairperson Versalle thanked Mr. Longstreth for his comments, determined no one from the public wished to speak, and moved to Board Deliberations.

As it was the consensus that the request made a lot of sense, the Chair asked for a motion and a roll call vote.

Mr. Ford **made a motion** to recommend the conditional zoning request as presented to the Township Board for approval with the following conditions as recommended by the applicant:

- a. The northern portion of the subject site, an approximate 10 acres, will only be developed as a residential PUD with townhomes.
- b. The maximum unit count per townhome building will be four (4).
- c. The south half of the property will remain as a stormwater basin as currently is, with a proposed 55-year-old senior living facility to be located in the southwest corner.

Chairperson Versalle **seconded the motion**. The **motion was approved 7-0 by Roll Call Vote**.

Chairperson Versalle moved to the next agenda item and asked Mr. Hutson for his presentation.

**PUBLIC HEARING – SPECIAL USE AND SITE PLAN – CONSUMERS ENERGY  
REGULATOR STATION**

**CONSUMERS ENERGY REQUESTED SITE PLAN AND SPECIAL USE APPROVAL TO CONSTRUCT ONE 3,240 SQUARE FOOT UNMANNED BUILDING AND ONE 120 SQUARE FOOT ACCESSORY BUILDING TO SERVE AS A REGULATOR STATION AND ALSO A SPECIAL USE APPROVAL TO INSTALL A SECURITY FENCE THAT INCLUDES 12 INCHES OF BARBED WIRE FOR A TOTAL HEIGHT OF EIGHT FEET. (UNADDRESSED PARCEL NOS. 05-25-355-010 AND 05-26-490-031.**

Mr. Hutson reported Consumers Energy was requesting site plan and special use approval to construct one 3,240 SF unmanned building and one 120 SF accessory building to serve as a regulator station. The applicant is also requesting special use

approval to install a security fence at said site that includes 12 inches of barbed wire for a total height of 8 feet. Currently serving as a natural gas regulator station for Consumers Energy, the applicant is seeking to upgrade the property through a complete reconstruction of the site in order to improve the distribution of natural gas to surrounding neighborhoods in a more efficient manner as well as incorporating a new remote telemetry system. The approximate 4-acre site is located on two unaddressed parcels on the north side of Parkview Avenue between Atlantic Avenue and S 11th Street.

The subject project site falls within the R-4: Residence District zoning designation. Buildings and regulator stations for essential services are considered a special exception use within the R-4: Residence District. Any proposed special exception use is subject to review and approval from the Oshtemo Township Planning Commission.

Mr. Hutson noted there are three sets of criteria that need to be considered: the general special use review criteria outlined in Section 65.30, the general site plan review criteria outlined in Section 64, and the requirements for fences outlined in Section 57.60.A.5. Overall, most of the requirements of Section 65.30, Section 64, and Section 57.60.A.5 have been met.

#### Section 64: Site Plan Review

Mr. Hutson said all general zoning requirements have been met.

#### Access and Circulation:

The number of access points to the site will not change. The subject property currently possesses two access points adjacent to Parkview Avenue, one on the west end of the site and the other on the east end of the site. Part of the request is to upgrade both driveway aprons to Hot Mixed Asphalt (HMA) from the existing gravel material. Both drives into the site are secured by a swing and bar gate, in which the Oshtemo Fire Department will be able to access through a Knox box. The primary drive aisles are proposed to be made of 6" MDOT 21AA Crushed Limestone. All other drive areas will consist of 6" MDOT 6AA Crushed Limestone.

Most of the drive aisle widths are proposed to be 20 Ft wide, which is the minimum width required under Section 52.50 of the Zoning Ordinance. However, several drive aisle widths are also proposed to be 14 Ft wide, which is 6 Ft less than the required 20 Ft minimum. The applicant was requesting a deviation from the minimum width requirements for drive aisles. The applicant has provided rationale as to why they believe the subject deviation should be granted. Highlights from the provided rationale include:

1. "The main circulation route provides two points of access and wide turning radii that will allow emergency vehicle access as well as a suitable circulation path for maintenance vehicles and delivery trucks."

2. "In the event an emergency vehicle needs to traverse the 14' secondary aisles, the adjacent limestone material will still support the vehicles if they leave the designated drive."
3. "Increasing the width of the secondary aisles extends the drive width closer to the building, the remote telemetry units and valve operators in these areas. The intent is to keep vehicles in the center of the aisle away from such site amenities."
4. "As an essential services site, this site will receive very minimal traffic. The site is routinely visited by staff approximately once a week to verify the site is operating properly. The new remote telemetry equipment allows remote monitoring further reducing trips to the site."

Mr. Hutson noted Per Section 52.50.C of the Zoning Ordinance, the reviewing body may grant, upon request, reduced widths for circulation aisles. The reviewing body will consider the following before deciding if drive aisles may be reduced:

1. Overall site circulation
2. Access to public rights-of-way
3. Public safety
4. Volume of traffic
5. Visibility
6. Location of nonmotorized traffic
7. Grade and slope of the drive
8. Other site considerations which may impact general circulation.

In addition to considering the above, the Oshtemo Fire Department provided a letter supporting the deviation for a reduced drive aisle width. Oshtemo's Fire Marshal reviewed the proposed layout and had no concerns in terms of access and circulation. With the Oshtemo Fire Department's support, and since the proposed use will not be open to the public and will experience minimal traffic, **staff recommended the Planning Commission grant the requested deviation to permit the applicant with 14 Ft drive aisle widths, where illustrated on the proposed site plan.**

**Parking requirements:** Mr. Hutson noted these are not applicable.

**Easements:** A 15 Ft wide easement to accommodate the required non-motorized facility is shown. All existing easements have also been illustrated on the proposed site plan.

**Shared Use Path:** The Township's Non-motorized Transportation Plan does identify a shared use path adjacent to the subject site on the north side of Parkview Avenue. A 10 Ft wide HMA path on the north side of Parkview Avenue is currently proposed on the site plan and will be required to be installed prior to releasing a certificate of occupancy. The 10 Ft wide HMA path is proposed to be located within a 15 Ft wide easement to avoid conflicts with utilities. Said easement will be dedicated to

Oshtemo Township and recorded at the Kalamazoo County Register of Deeds Office as a **condition of approval**.

**Lot Dimensions:** The overall project site is about 4 acres in size and has approximately 230 Ft of road frontage adjacent to Parkview Avenue. The project site consists of two unplatted parcels, Parcel number 05-26-490-031 possesses 1.4 acres and 100 Ft of road frontage. Parcel number 05-25-355-010 possesses 2.6 acres and 132 Ft of road frontage. The two parcels in question each exceed the minimum property area requirement (50,000 SF min.) for unplatted parcels located within the R-4: Residence District; however, both parcels fail to meet the minimum frontage requirement (200 Ft min.) for unplatted parcels located within the R-4: Residence District per Section 50.10.A. With that being said, Section 50.10.F of the Zoning Ordinance states that "Frontage, width, and area requirements in Section 50.10.A shall not apply to any parcel, lot or building site with buildings or regulator stations for essential services". Since the regulator station occupies both parcels and operates as an essential service, the minimum frontage, width, and area requirements are therefore waived. With both parcels operating as one site, and with both parcels sharing same ownership, **staff recommended the two parcels be combined as a condition of approval**.

**Setbacks:** All minimum setback requirements have been met.

**Fencing:** Addressed under Section 57.60

**Lighting:** A photometric plan was provided; however, many of the lighting requirements from Section 54 of the Zoning Ordinance were not met. With the subject site being unmanned, and consequently, site lighting will not be regularly on, staff was confident a revised lighting plan can be reviewed and approved administratively and recommended the Planning Commission include such as a condition of approval.

**Signs:** No changes to current on-site signage proposed. This portion is not applicable.

**Landscaping:** All applicable landscaping requirements outlined in Section 53 of the Zoning Ordinance have been met.

**Engineering:** Prein & Newhof and the Oshtemo Public Works Department have reviewed the proposal and have noted that all engineering concerns have been addressed and are satisfied with the proposed site plan.

**Fire Department:** The Fire Marshal has reviewed the site plan and is overall happy with the proposal. The Fire Marshal expressed that the on-site circulation for fire apparatus has overwhelmingly been improved with the proposal.



Mr. Hutson reviewed **Section 65.30: Special Use Review Criteria** and found the request was consistent with all requirements.

### **Section 57.60.A.5: Fences**

Mr. Hutson indicate the applicant was proposing an 8 Ft tall, barbed wire chain link fence along the north, south, and east property lines. The subject property is located within the R-4: Residence District. Installing security fences with barbed wire not located within industrial-zoned districts requires special exception use approval from the Planning Commission. The applicant requested this type of fence for security reasons, stating “Barbed wire is necessary to provide TSA recommended security measures and is required by Consumers Energy security protocols. The proposed fence detail includes three strands of barbed wire above the seven-foot chain link fabric. The barbed wire will slant inward toward the property”. The applicant also states that “The intent is to prevent entry by unauthorized personnel. While the facility is secure, there is potential for malicious tampering with valves / equipment that could result in gas service disruptions to the surrounding neighborhoods as well as personally injury”. It is standard for essential services of this nature to have security fences in place with barbed wire. The applicant is replacing the existing fencing with new. Staff found this request reasonable. The Planning Commission was requested to grant special use approval to allow the proposed 8 Ft tall, barbed wire security fence at this site as proposed.

### **RECOMMENDATION:**

#### **DRIVE AISLE WIDTH DEVIATION:**

Mr. Hutson said the Planning Commission would need to review this request from the applicant and grant or deny the deviation from Section 52.50.C. If approved, the drive aisles illustrated as being 14 Ft wide on the proposed site plan shall remain.

If the deviation is denied by the Planning Commission the site plan will need to be amended and resubmitted for review and approval as it will impact the site layout. If the deviation is approved by the Planning Commission, staff recommended the Planning Commission approve the proposed special use and site plan for the natural gas regulator station for Consumers Energy with the following conditions.

- 1) The Planning Commission grant special use approval to allow an 8 Ft tall, barbed wire security fence on-site as proposed.
- 2) A land combination application be submitted to the Township for review and approval prior to building permit issuance.
- 3) A Soil Erosion and Sedimentation Control (SESC) permit from the Kalamazoo County Drain Commissioner’s Office will be required prior to building permit issuance.
- 4) A permit by the Road Commission of Kalamazoo County authorizing work within the public right-of-way will be required prior to building permit issuance.
- 5) A revised lighting plan meeting the requirements outlined in Section 54 of the Zoning Ordinance shall be submitted to the Township for review and approval prior to building permit issuance.

- 6) Finalization for the design of the non-motorized facility or any other engineering details shall be subject to the administrative review and approval of the Township Engineer.
- 7) Copies of the necessary recorded easements shall be provided to the Township prior to issuing a certificate of occupancy.
- 8) All non-motorized facilities on the approved site plan shall be installed prior to issuing a certificate of occupancy.

Chairperson Versalle thanked Mr. Hutson for his presentation and asked if there were any questions or comments from Commissioners.

Mr. Jefferies said Consumers have been a good neighbor and are making provisions to be a good neighbor in the future.

The Chair asked if the applicant wished to speak.

Mr. Doug Scott, Professional Service Co. thanked Mr. Hutson for his assistance with this project and indicated it has been the long term plan to upgrade facilities and it is time to improve the service in this location. Everything will be remotely monitored. Systems will close for safety if the pressure drops. As far as the land combination request, Consumers does own both parcels, however they are handled differently with one being for electric and one for gas, and asked that the land combination condition (#3) be removed from the list of conditions for approval as they are only improving the driveway that is shared by both parcels and a combination will prove challenging to them.

The Chair thanked Mr. Scott for his comments, determined there were no members of the public present who wished to speak and moved to Board Deliberations.

Mr. Jefferies said he understood the need for barbed wire, but hoped in the future essential services would blend in with the neighborhood.

Ms. Everett **made a motion** to 1) grant site plan approval to construct one 3,240 square foot unmanned building and one 120 square foot accessory building to serve as a regulator station, 2) grant special use approval to install a security fence that includes 12 inches of barbed wire for a total height of eight feet, 3) grant the road width deviation as requested, and 4) remove the condition to combine the two parcels, contingent on the remaining six conditions listed below as recommended by staff:

- 1) A Soil Erosion and Sedimentation Control (SESC) permit from the Kalamazoo County Drain Commissioner's Office will be required prior to building permit issuance.
- 2) A permit by the Road Commission of Kalamazoo County authorizing work within the public right-of-way will be required prior to building permit issuance.

- 3) A revised lighting plan meeting the requirements outlined in Section 54 of the Zoning Ordinance shall be submitted to the Township for review and approval prior to building permit issuance.
- 4) Finalization for the design of the non-motorized facility or any other engineering details shall be subject to the administrative review and approval of the Township Engineer.
- 5) Copies of the necessary recorded easements shall be provided to the Township prior to issuing a certificate of occupancy.
- 6) All non-motorized facilities on the approved site plan shall be installed prior to issuing a certificate of occupancy.

Chairperson Versalle **seconded the motion.** The **motion was approved unanimously.**

The Chair moved to the next agenda item and asked Ms. Lubbert for her presentation.

**PUBLIC HEARING – SPECIAL USE – NATIONAL HEALTH AND NUTRITION EXAMINATION SURVEY TEMPORARY OUTDOOR EVENT**

**Westat Inc., requested Special Exception Use approval to locate CDC Mobile Exam Center medical trailers in the Delta Marriot Kalamazoo parking lot, located at 2747 S. 11<sup>th</sup> Street, from April 8 to June 10, 2023.**

Ms. Lubbert said Westat Inc, was requesting Special Exception Use approval to locate CDC Mobile Exam Center (MEC) medical trailers in the Delta Marriot Kalamazoo parking lot, located at 2747 S 11<sup>th</sup> Street, from April 8<sup>th</sup> to June 10, 2023.

She indicated the Delta Hotel by Marriott is a commercial development located just west of US-131 off of Holiday Terrace, south east of the Stadium Drive and 11<sup>th</sup> Street intersection. The site is zoned C: Local Business District. The temporary setup for the MEC medical trailers is proposed to be in the drive aisle and parking area directly adjacent to the northeast corner of the conference building onsite. The MEC trailers will be used to conduct a congressionally mandated national health and nutrition examination survey (NHANES) for Kalamazoo County from April 8<sup>th</sup> to June 10<sup>th</sup>, 2023. In summary, data for the NHANES will be collected through health interviews followed by standardized medical examinations conducted in the proposed MEC trailers.

The subject property is zoned C: Local Business District. Uses permitted in the C: Local Business District are outlined in Section 18 of the Township's Zoning Ordinance. Temporary outdoor events which last more than one day are identified as a Special Exception Use within said code section. When reviewing a Special Exception Use, there are two sets of criteria that need to be considered: 1) the general Special

Use review criteria outlined in Section 65.30, and 2) the specific requirements for the use in question outlined under Section 49.260.

She noted the proposal is consistent with both the Master Plan and Zoning Ordinance. Staff has reviewed the proposed layout and have no concerns.

Likewise, staff had no concerns about the impact, determined the environment is not applicable, public utilities are adequate, and all Special Use development requirements met.

### **RECOMMENDATION:**

Planning Department staff recommended approval of the proposed Special Use for the temporary outdoor event lasting more than one day with the following conditions.

1. The CDC Mobile Exam Center (MEC) medical trailers will be set up in the Delta Marriot Kalamazoo parking lot, located at 2747 S 11<sup>th</sup> Street, as shown on the submitted site plan.
2. Necessary permits, such as plumbing and electrical, from Southwest Michigan Building Authority are required.
3. The event will occur from April 8<sup>th</sup> to June 10, 2023.
4. Building official and Fire Marshall to walk through the site once set up.

As Chairperson Versalle determined there were no comments from Commissioners, no one from the public wished to comment, and no deliberations were forthcoming, she asked for a motion.

Mr. Ford **made a motion** to approve the special use request with the four conditions as recommended by staff:

1. The CDC Mobile Exam Center (MEC) medical trailers will be set up in the Delta Marriot Kalamazoo parking lot, located at 2747 S 11<sup>th</sup> Street, as shown on the submitted site plan.
2. Necessary permits, such as plumbing and electrical, from Southwest Michigan Building Authority are required.
3. The event will occur from April 8<sup>th</sup> to June 10, 2023.
4. Building official and Fire Marshall to walk through the site once set up.

Ms. Maxwell **seconded the motion**. The **motion was approved** unanimously.

### **PUBLIC COMMENT**

There were no public comments.

### **OTHER UPDATES AND BUSINESS**

Ms. Lubbert informed the group there would be interviews for Township Supervisor candidates at the Township Board special meeting on April 4.

**ADJOURNMENT**

With there being no further business to consider, Chairperson Versalle adjourned the meeting at approximately 7:35 p.m.

Minutes prepared:  
March 25, 2023

Minutes approved:  
\_\_\_\_\_, 2023

DRAFT

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

<b>To be completed by Clerk of Local Government Unit</b>	
Signature of Clerk	▶ Date Received by Local Unit
<b>STC Use Only</b>	
▶ Application Number	▶ Date Received by STC

## APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) FlavorSum LLC	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 208700	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 3680 Stadium Parkway	▶ 1d. City/Township/Village (indicate which) Oshtemo	▶ 1e. County Kalamazoo
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	▶ 3a. School District where facility is located Kalamazoo	▶ 3b. School Code 39010
	4. Amount of years requested for exemption (1-12 Years) 10	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.  FlavorSum is building an addition to the existing facility located at 3680 Stadium Parkway (formerly 7700 Stadium Drive). The building will be roughly 35,000 square feet and add increased production, warehousing and distribution, and cold storage capacity to support business expansion.		
6a. Cost of land and building improvements (excluding cost of land) .....	▶ <u>\$9,435,304</u>	
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures .....	▶ _____	
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs	
6c. Total Project Costs .....	▶ <u>\$9,435,304</u>	
* Round Costs to Nearest Dollar	Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.		
	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>
Real Property Improvements ▶	10/10/2022	08/21/2023
		▶ <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
Personal Property Improvements ▶		▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 60	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 45	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.		
a. TV of Real Property (excluding land) .....		
b. TV of Personal Property (excluding inventory) .....		
c. Total TV .....		
▶ 12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District		
▶ 12b. Date district was established by local government unit (contact local unit) 12/12/2017	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

# Application for Industrial Facilities Tax Exemption Certificate

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**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

<b>To be completed by Clerk of Local Government Unit</b>	
Signature of Clerk	▶ Date Received by Local Unit
<b>STC Use Only</b>	
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## APPLICANT INFORMATION

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▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) FlavorSum LLC	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 208700	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 3680 Stadium Parkway	▶ 1d. City/Township/Village (indicate which) Oshtemo	▶ 1e. County Kalamazoo
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	▶ 3a. School District where facility is located Kalamazoo	▶ 3b. School Code 39010
	4. Amount of years requested for exemption (1-12 Years) 10	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

FlavorSum is building an addition to the existing facility located at 3680 Stadium Parkway (formerly 7700 Stadium Drive). The building will be roughly 35,000 square feet and add increased production, warehousing and distribution, and cold storage capacity to support business expansion.

6a. Cost of land and building improvements (excluding cost of land) .....	▶ <u>\$9,435,304</u>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures .....	▶ _____
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs .....	▶ <u>9,435,304</u>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>		
Real Property Improvements	▶ 10/10/2022	08/21/2023	▶ <input type="checkbox"/> Owned	<input checked="" type="checkbox"/> Leased
Personal Property Improvements	▶ _____	_____	▶ <input type="checkbox"/> Owned	<input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes       No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 60	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 45
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....	_____
b. TV of Personal Property (excluding inventory) .....	_____
c. Total TV .....	_____

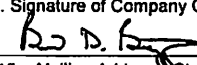
▶ 12a. Check the type of District the facility is located in:  
 Industrial Development District       Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) 12/12/2017	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Daniel Hinkle</b>	13b. Telephone Number <b>(800) 525-2431</b>	13c. Fax Number <b>(269) 344-1037</b>	13d. E-mail Address <b>dhinkle@flavorsum.com</b>
14a. Name of Contact Person <b>Brian Briggs</b>	14b. Telephone Number <b>(800) 525-2431</b>	14c. Fax Number <b>(269) 344-1037</b>	14d. E-mail Address <b>bbriggs@flavorsum.com</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Brian Briggs</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>(269) 344-1037</b>	15d. Date <b>02/28/2023</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>3680 Stadium Parkway Kalamazoo, MI 49009</b>		15f. Telephone Number <b>(800) 525-2431</b>	15g. E-mail Address <b>bbriggs@flavorsum.com</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit  <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:  <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to [PTE@michigan.gov](mailto:PTE@michigan.gov).

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury  
 State Tax Commission  
 PO Box 30471  
 Lansing, MI 48909

<b>STC USE ONLY</b>				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal



## Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

**The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.)**

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). **If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. **The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

**7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)**

**The following information is required for rehabilitation applications in addition to the above requirements:**

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

**The following information is required for speculative building applications in addition to the above requirements:**

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: [www.legislature.mi.gov/](http://www.legislature.mi.gov/). For more information and Frequently Asked Questions, visit [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

New Addition located on parcel #05-34-155-050

**Legal Description:**

SEC 34-2-12 COMM AT NW COR TH N89DEG14'34"E ALG N SEC LI 1313.54' TO W LI E 1/2, NW1/4, TH  
S00DEG34'58"E ALG SD W LI 1329.03' TO POB; TH N89DEG14'37"E 200' TH S00DEG34'58"E 73.90' TH SWLY 106.89'  
ALG A CURVE TO RT S36DEG05'19"W 55' TH SLY 210.48' ALG A CURVE TO LEFT WI RAD OF 233' AND CH BEARING  
S10DEG12'32"W 203.40' TH S 15DEG40'15"E 79.75' TO NLY ROW OF STADIUM DR TH S74DEG30'07"W ALG SD ROW  
737.25' TH N19DEG16'38"W 581.05' TH N74DEG30'07"E 390.80' TH TH 00DEG34'58"W 31.51' TH N89DEG14'37"E  
404.25' TO BEG

Southwest Michigan Building Authority



Southwest MI Building Authority

7275 W MAIN ST  
Kalamazoo, MI 49009  
P: (269) 585-4150 F: (269) 375-7180  
www.swmiba.org info@swmiba.org



Number: PB22-05-0567

LOCATION	OWNER
3680 STADIUM PARK WAY 05-34-155-050 Southwest Michigan Building Authority	HCD PROPERTIES LLC 3680 STADIUM PARK WAY KALAMAZOO MI 49009
Work Description: Foundation work only for additions to existing production facility.	CONTRACTOR
	AVB CONSTRUCTION LLC 4200 W CENTRE AVE. PORTAGE MI 49024-4640 (269) 274 5481 BLAWSON@AVBINC.COM

Stipulations: Balance of construction permit is required to be obtained pending zoning approvals from Oshtemo Township and plan review approval from SMBA to progress beyond foundation work.

Issued for the construction of:  
Foundation

Garrett Reitenour, Building Official

THIS MUST BE DISPLAYED ON THE PREMISES  
WHEN WORK STARTS



Issued: 10/10/2022  
Expires: 04/08/2023  
PB22-05-0567

REQUEST FOR PAYMENT DETAIL

Project: AVB-21-084 / FlavorSum Addition

Invoice: 143410

Draw: 6

Period Ending Date: 2/28/2023 Detail Page 2 of 2 Pages

Item ID	Description	Original Contract Amount	Change Orders	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
001-100	General Conditions	357,533.00	34,011.00	391,544.00	184,616.00	27,136.00	211,752.00	54.08	179,792.00	
003-100	Concrete	538,255.00		538,255.00	139,400.00		139,400.00	25.90	398,855.00	13,940.00
004-100	Masonry	18,295.00		18,295.00		18,016.00	18,016.00	98.47	279.00	1,801.00
005-100	Structural Steel	1,031,727.00	8,064.00	1,039,791.00	928,755.00	58,039.00	986,794.00	94.90	52,997.00	98,676.00
006-800	General Trades	51,044.00	-14,200.00	36,844.00					36,844.00	
007-460	Metal Siding	688,005.00	-5,916.00	682,089.00	517,635.00		517,635.00	75.89	164,454.00	51,763.00
007-530	Membrane Roofing	467,313.00	4,472.00	471,785.00	249,221.00	170,705.00	419,926.00	89.01	51,859.00	41,991.00
007-810	Structural Steel Fireproofing	164,500.00	14,200.00	178,700.00					178,700.00	
008-100	Doors, Drames, Hardware	21,115.00		21,115.00	10,025.00	1,265.00	11,290.00	53.47	9,825.00	1,128.00
008-340	Overhead Doors	119,217.00		119,217.00					119,217.00	
008-400	Entrances & Storefronts	56,170.00		56,170.00	750.00	30,181.00	30,931.00	55.07	25,239.00	3,093.00
009-250	Drywall	66,500.00	3,610.00	70,110.00					70,110.00	
009-600	Flooring	7,345.00		7,345.00		3,150.00	3,150.00	42.89	4,195.00	315.00
009-910	Painting	15,000.00		15,000.00					15,000.00	
010-530	Canopy	13,650.00		13,650.00					13,650.00	
021-100	Fire Protection	220,600.00		220,600.00	5,750.00	51,800.00	57,550.00	26.09	163,050.00	5,755.00
023-100	Mechanical	1,017,525.00		1,017,525.00	285,670.00	125,832.00	411,502.00	40.44	606,023.00	41,149.00
023-110	Temporary Heat Allowance	25,000.00		25,000.00					25,000.00	
026-100	Electrical	822,862.00	1,678.04	824,540.04	166,251.00	53,520.00	219,771.00	26.65	604,769.04	21,975.00
031-100	Sitework	523,399.00	-5,000.00	518,399.00	139,231.00		139,231.00	26.86	379,168.00	13,923.00
032-100	Asphalt Paving	89,100.00		89,100.00					89,100.00	
032-900	Landscaping	50,950.00		50,950.00					50,950.00	
100-100	Overhead / Fee	270,517.00	817.00	271,334.00	106,433.00	21,861.00	128,294.00	47.28	143,040.00	
200-100	Contingency	310,733.00	-18,876.04	291,856.96					291,856.96	

Totals	6,946,355.00	22,860.00	6,969,215.00	2,733,737.00	561,505.00	3,295,242.00	47.28	3,673,973.00	295,509.00
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REQUEST FOR PAYMENT DETAIL

Project: AVB-22-057 / FlavorSum Facility Upgrade Invoice: 143412 Draw: 5 Period Ending Date: 2/28/2023 Detail Page 2 of 2 Pages

Item ID	Description	Original Contract Amount	Change Orders	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
001-100	General Conditions	214,165.00	16,499.52	230,664.52	38,536.00	4,985.00	43,521.00	18.87	187,143.52	
003-100	Concrete	91,050.00	14,035.00	105,085.00	82,703.00		82,703.00	78.70	22,382.00	8,269.00
004-200	Masonry	99,056.00	-6,500.00	92,556.00	89,056.00		89,056.00	96.22	3,500.00	8,905.00
005-100	Structural Steel	147,306.00	15,336.00	162,642.00	138,506.00	12,198.00	150,704.00	92.66	11,938.00	15,068.00
005-101	Structural Steel/Misc Allow		2,000.00	2,000.00					2,000.00	
006-800	General Trades	55,000.00	20,000.00	75,000.00	7,521.00	9,915.00	17,436.00	23.25	57,564.00	
006-801	General Trades Allowance									
007-460	Siding	103,640.00	-12,635.00	91,005.00	99,090.00		99,090.00	108.88	-8,085.00	9,909.00
007-461	Metal Siding	82,500.00	6,500.00	89,000.00	24,000.00	7,500.00	31,500.00	35.39	57,500.00	3,150.00
007-530	Single Ply Membrane Roofing	34,235.00	12,635.00	46,870.00	27,969.00		27,969.00	59.67	18,901.00	2,796.00
007-531	Roof Patch Allowance		2,500.00	2,500.00					2,500.00	
008-100	Doors, Frames & Hardware		8,685.00	8,685.00	750.00		750.00	8.64	7,935.00	75.00
008-340	Overhead Doors	45,497.00		45,497.00					45,497.00	
009-250	Drywall/Board/Framing/Accs	18,425.00	28,724.48	47,149.48	24,789.00	2,558.00	27,347.00	58.00	19,802.48	2,733.00
009-600	General Flooring	50,100.00	32,800.00	82,900.00		64,263.00	64,263.00	77.52	18,637.00	6,426.00
009-910	Painting	29,989.00	1,302.00	31,291.00	16,755.00	4,176.00	20,931.00	66.89	10,360.00	2,092.00
021-100	Fire Protection	91,918.00	5,047.00	96,965.00	11,715.00	6,724.00	18,439.00	19.02	78,526.00	1,843.00
023-100	HVAC	381,344.00	374,838.00	756,182.00	99,386.00	71,431.00	170,817.00	22.59	585,365.00	17,080.00
023-110	Temporary Heat Allowance	15,000.00		15,000.00					15,000.00	
026-100	Electrical	122,609.00	143,675.00	266,284.00	41,000.00	37,500.00	78,500.00	29.48	187,784.00	7,850.00
031-100	Sitework	8,750.00		8,750.00					8,750.00	
032-900	Landscaping	3,060.00		3,060.00					3,060.00	
100-100	Overhead/Fee	67,730.00	28,281.00	96,011.00	28,429.00	8,962.00	37,391.00	38.94	58,620.00	
200-100	Contingency	96,525.00	14,467.00	110,992.00					110,992.00	

Totals	1,757,899.00	708,190.00	2,466,089.00	730,205.00	230,212.00	960,417.00	38.94	1,505,672.00	86,196.00
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## PROJECT INFORMATION

Provided by

# of Jobs  
over three years:

**51**

Capital Investment

**\$11,000,000**

Total Incentive

**\$2,545,436**

## WHY MICHIGAN

**#1**

in the nation for concentration  
of engineers

**#8**

in the nation with a skilled  
trades workforce of more  
than 250,000

**Top 15**

*Tax Foundation's*  
2021 State Business  
Tax Climate Index

August 24, 2022

Dear Ms. Carmichael and the Project Firebird team,

Thank you for giving the Michigan Economic Development Corporation (MEDC) the opportunity to evaluate your client's project. We stand ready to support your success in Michigan by offering an innovative and competitive workforce, an affordable cost of doing business and a globally connected location. Additionally, when the workday is over, we have the playground of Pure Michigan in our backyard offering endless opportunities to explore.

Based on the information you have provided, we are pleased to offer a package of state and local incentives totaling \$2,545,436, including \$785,356 in state incentives from the Michigan Business Development Program and the State Education Tax abatement. Please see the attached Incentive Profile for a more detailed description of the incentive being offered.

By leveraging Michigan's robust talent pool, business-friendly climate, strategically connected location and resources such as the Pure Michigan Business Connect program, your client has access to everything it needs to grow and thrive here in Michigan. We look forward to working with you to help make Michigan the home of Project Firebird. If you have any questions, please contact Paul Krepps at [kreppsp@michigan.org](mailto:kreppsp@michigan.org) or (517) 243-0421.

Sincerely,

Joshua E. Hundt  
Executive Vice President, Chief Business Development Officer

### Attachments

cc: Paul Krepps, MEDC  
Matt Chasnis, MEDC  
Brenda Stewart, MEDC  
Ben Damerow, Michigan Works! Southwest

# INCENTIVE PROFILE

Based on the creation of 51 jobs and \$11,000,000 in capital investment

INCENTIVE	ESTIMATED VALUES
Michigan Business Development Program	\$500,000
State Education Tax Abatement (6 Mill / 12 Year)	\$285,356
PA 198 Real Property Tax Abatement (12 Year)	\$1,242,912
Michigan Works! Workforce Support	\$139,437
Michigan New Jobs Training Program	\$377,731
<b>TOTAL VALUE OF PROPOSED INCENTIVE</b>	<b>\$2,545,436</b>

*Acceptance of this incentive package is subject to a business integrity review, background check process, and other general due diligence as required, the results of which are satisfactory to the MEDC, the Office of the Chief Compliance Officer, and related authorities. Proposed incentives are dependent on availability of funds each year through the legislative budget process. Incentive amounts are contingent upon the ability of the project to meet program requirements and are subject to an application review and approval process. Proposed tax abatements will vary based on actual site selected.*

To accept this offer please sign, date and return this letter to the Michigan Economic Development Corporation before September 1, 2022. Upon acceptance, this offer will remain active for 90 days while due diligence is conducted, and the Michigan Strategic Fund Board considers the recommendation for incentive support. After September 1, 2022, the proposal may be subject to renegotiation.

The undersigned agrees to accept the above incentives and services proposed by the MEDC subject to the conditions stated in this letter.

  
\_\_\_\_\_  
Representative

August 31, 2022

\_\_\_\_\_  
Date

## Incentive Details

### Michigan Business Development Program

One of the 21st Century Jobs Fund's economic incentive programs in Michigan administered by the MEDC is the MBDP or "Program". The MBDP is designed to provide a grant, loan or other economic assistance to qualified businesses that make qualified investments, create qualified new jobs, or both, in Michigan. While the Program is operated and funded through the MSF, recommendations for awards under the Program are presented by the MEDC to the MSF Board. Under the Program, qualified new full-time jobs are in addition to jobs already located in Michigan.

### Property Tax Abatement under PA 198 of 1974 (Non-Rehab) (Non-Border County)

Industrial property tax abatements provide incentives for eligible businesses to make new investments in Michigan. These abatements encourage Michigan manufacturers to build new plants, expand existing plants, renovate aging plants, or add new machinery and equipment. High technology operations are also eligible for the abatement. The IFT on a new plant and non-industrial personal property, such as some high-tech personal property, is computed at half the local property tax mileage rate. This amounts to a reduction in property taxes of approximately 50 percent. In addition, the 6-mill SET may be abated 100 percent, 50 percent or not at all. Any SET abatement must be negotiated with the MEDC.

### Michigan Works!

Michigan Works! partners with employers and educators to ensure local businesses have the talent they need now and in the future. Your local office can assist with locating and recruiting potential employees, posting your job openings,



screening applicants as well as providing training assistance. In some instances, there may be wage subsidies, tax credits or other incentives available to you.

### **Michigan New Jobs Training Program**

Designed as an economic development tool, the Michigan New Jobs Training Program allows community colleges to provide free training for employers that are creating new jobs and/or expanding operations in Michigan. The training for the newly hired workers is paid by capturing the state income tax associated with the new employees' wages.

This is a local program - individual community colleges work directly with employers and local economic development to support job creation. There are no restrictions by industry or employer size.

**LEASE AGREEMENT**

This Lease Agreement (this “Lease”) is made as of the 27th day of February, 2020, by and between HCD Properties, LLC, a Michigan limited liability company (hereinafter referred to as “Landlord”), and National Flavors Company LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions herein contained and intending to be legally bound, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

**SECTION 1. PREMISES**

1.1 **Grant.** Landlord does hereby lease to Tenant an approximately 33,500 square foot building located at 3680 Stadium Parkway, Kalamazoo, Michigan 49009 (the “Building”), upon the real property more particularly described on Exhibit A attached hereto and incorporated by reference herein (the “Land”), and all fixtures, improvements and necessary furnishings located in the Building or upon the Land (collectively, the “Improvements,” and together with the Building and the Land, the “Premises”).

1.2 **Authorized Use.** Tenant may use the Premises for manufacturing, warehousing, distribution and office use (the “Permitted Use”), and for no other purpose without the Landlord’s prior written consent.

1.3 **Title Warranty.** Landlord warrants and represents to Tenant as of the date hereof that it is the sole owner of the Premises, free and clear of all liens and encumbrances that would adversely affect Tenant’s use and occupancy of the Premises for the Permitted Use, and that upon the Commencement Date, Tenant will have the sole right to the possession and use of the Premises in accordance with the terms hereof.

1.4 **Landlord’s Reservation of Rights.** Landlord reserves (a) the right from time to time to make changes, alterations, additions, improvements, repairs or replacements in or to the Building (including the Premises) and the Land and the fixtures and equipment thereof, as well as in or to the Building, and to erect, maintain, and use pipes, ducts and conduits in and through the Premises, all as Landlord may reasonably deem necessary or desirable, (b) the right to eliminate, substitute and/or rearrange the common areas as Landlord deems appropriate in its discretion and (c) the right from time to time to construct additional structures on the Land; provided, however, that Landlord shall not take any action in connection with the foregoing clauses (a) – (c) (i) unless Landlord has provided Tenant with at least ten (10) days’ prior written notice, except for ordinary repairs and maintenance and in the case of an emergency, in which event Landlord shall provide such notice as is reasonably practicable given the circumstances, and (ii) that would unreasonably and materially interfere with Tenant’s use and occupancy of the Premises as permitted under this Lease.

**SECTION 2. LEASE TERM**

2.1 **Term.** The term of this Lease will begin on February 27, 2020 (the “Commencement Date”) and continue until December 31, 2022 (the “Initial Term”).

2.2 **Option to Renew Term.**

(a) Tenant will have the right, at its option, to renew the term of this Lease for three (3) additional periods of three (3) years each (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). During any Renewal Term, this Lease will continue under all of the same terms, covenants and conditions as are in force immediately prior to the expiration of the Initial Term hereof, including the adjustments to Minimum Rent as provided in Section 3.1 below.

(b) Tenant will exercise its options of renewal by giving Landlord notice of such exercise in accordance with the notice provisions of this Lease at least two hundred seventy (270) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. Tenant’s failure to so notify Landlord will constitute a waiver of Tenant’s right to renew and this Lease will terminate upon the expiration of the Initial Term or the then-current Renewal Term, as applicable.

### SECTION 3. RENT

3.1 Minimum Rent. Tenant hereby covenants and agrees to pay to Landlord, in advance, each month beginning on the first day of the first calendar month of the Term, minimum rent in the amount of \$30,708.33 per month (the “**Minimum Rent**”). In the event the Commencement Date falls on a day other than the first day of the month, the first payment of Minimum Rent will be made on the Commencement Date and will include a prorated amount for the applicable portion of the calendar month following the Commencement Date. The Minimum Rent payable hereunder will automatically increase on the first day of each Renewal Term, as applicable, in an amount equal to the amount due in the then immediately preceding month times 1.06 (i.e., a six percent (6%) increase).

3.2 Payment. Minimum Rent payments will be due and payable on the first day of each calendar month, without prior notice or demand, without abatement, set-off or deduction whatsoever (except as expressly set forth herein) and will be made to Landlord at the address set forth in Section 11.1, or such other address provided to Tenant in writing by Landlord.

3.3 Additional Rent; Rent. Except as otherwise specifically set forth herein, it is the intention of the Landlord and Tenant that the Minimum Rent herein specified shall be net to Landlord and Landlord shall not be obligated to pay or incur any cost, charges, expenses or obligations relating to the Premises except those sums to be reimbursed by Tenant as expressly set forth herein, and Tenant shall pay and be responsible for all such costs, charges, expenses and obligations for insurance, utilities, maintenance, repairs, replacements, operating expenses and all other costs associated with the Premises. In addition, unless expressly set forth herein, Landlord is not obligated to provide any services related to the Premises and Tenant shall be exclusively responsible for all services related to the Premises. All such charges, costs and expenses which Tenant is required to pay hereunder, that do not constitute Minimum Rent, will be hereinafter referred to as “**Additional Rent.**” The Minimum Rent and the Additional Rent will be herein collectively referred to as the “**Rent.**” All payments of Additional Rent shall be payable to Landlord at the address set forth in Section 11.1, or such other address provided to Tenant in writing by Landlord.

3.4 Late Charges. Any payment of Rent not paid on or before the fifth (5th) day of the month due shall bear a delinquency service charge equal to five percent (5%) of such delinquent amount. Tenant shall pay such charge to Landlord along with, and in addition to, the next monthly payment of Rent. In addition, any delinquent payment shall bear interest at the rate of ten percent (10%) per annum commencing on the fifth day after the due date until paid. In the event any check, bank draft, or negotiable instrument given for any money payment hereunder shall be dishonored at any time, for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to collect from Tenant an administrative charge of One Hundred Dollars (\$100.00)

as reasonable compensation to Landlord for administrative costs associated with the return of such instrument.

#### SECTION 4. TAXES

4.1 Real Estate Taxes. Tenant shall pay all Real Estate Taxes (as hereinafter defined) applicable to the Premises during the Term as they become due and payable directly to the applicable governmental authority. "Real Estate Taxes" means any form of general or special real estate tax or assessment), liens, bond obligations, license fees or taxes, commercial rent taxes and any similar impositions in-lieu of other impositions now or previously within the definition of real property taxes or assessments or service payments in lieu thereof or other similar charges or taxes (other than inheritance, personal income or estate taxes) which may be now or hereafter levied, assessed or imposed upon the Premises by any authority having the power to so charge or tax. Upon receipt of all tax bills and assessment bills attributable to any period from the Commencement Date until the expiration of termination of this Lease, Landlord shall furnish Tenant with a written statement of the amount of Real Estate Taxes due and payable, and shall instruct Tenant to reimburse Landlord for such Real Estate Taxes or pay such Real Estate Taxes directly to the taxing authority. If Landlord directs Tenant to pay the taxing authority directly for such Real Estate Taxes and Tenant has failed to pay any payment of Real Estate Taxes prior to delinquency, then Tenant shall indemnify and hold Landlord harmless from any damages and/or losses incurred in connection therewith. Upon Landlord's written request, Tenant shall provide written evidence reasonably satisfactory to Landlord that such Real Estate Taxes have been timely paid. Tenant shall have the right to contest the validity or amount of any Real Estate Taxes and shall pay the costs and expenses of such contests (if any).

4.2 Personal Property Taxes. Tenant shall pay any personal property taxes applicable to Tenant's machinery, furniture, fixtures, equipment or personal property located at the Premises during the Term as they become due and payable. Tenant shall have the right to contest the validity or amount of any personal property taxes and shall pay the costs and expenses of such contests (if any).

#### SECTION 5. UTILITIES

5.1 Payment of Utilities. Tenant shall pay or cause to be paid all charges, expenses and costs relating to gas, electricity, water, telecommunications, water, sewage or any other utility or service used, rendered or supplied upon or in connection with the Premises during the Term. Tenant shall pay for all such charges, promptly upon being billed, directly to the utility or other company supplying such service(s). If for any reason bills are not rendered separately to Tenant by said company but are instead rendered to Landlord, then Tenant shall pay for such furnishing, use and consumption promptly upon billing by Landlord.

5.2 Interruption of Services. Tenant understands, acknowledges and agrees that any one or more of the utilities serving the Premises may be interrupted by reason of accident, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be made. Landlord will not be liable in damages or otherwise for any failure or interruption of any utility service and no such failure or interruption will entitle Tenant to terminate this Lease or withhold sums due hereunder. Notwithstanding anything in this Lease to the contrary, if (a) the restoration of service is entirely within Landlord's control, (b) Landlord negligently fails to restore such service within a reasonable time, and (c) the Premises are untenable (meaning that Tenant is unable to use such space in the normal course of its business for the Permitted Use) for more than five (5) consecutive business days, then Rent will abate in proportion to the portion of the Premises rendered untenable on a per diem basis for each day after such five (5) consecutive business day period during which the Premises remain untenable. Such abatement will be

Tenant's sole remedy for Landlord's failure to restore service as set forth above, and Tenant will not be entitled to damages (consequential or otherwise) as a result thereof.

## SECTION 6. INSURANCE AND INDEMNITY

6.1 Tenant's Insurance. During the Term, at its sole cost and expense, Tenant will maintain (a) all risk coverage insurance on the Building and Improvements (including without limitation, fire, vandalism, malicious mischief, extended coverage insurance and special extended coverage endorsements) at full replacement cost, (b) all risk coverage insurance on its trade fixtures, furnishings, equipment and other personal property of Tenant located on or within the Premises at full replacement cost, (c) a comprehensive commercial public liability insurance policy with policy limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate against any liability arising out of the use, occupancy, repair, maintenance or alteration of the Premises, and (d) business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils insured against herein. Landlord and Landlord's mortgagees or any other party Landlord may reasonably require will be named as an additional insured on all such insurance policies. Tenant will also maintain, at its sole cost and expense, worker's compensation insurance in accordance with the laws of the state in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000. All such insurance policies may not be cancelled without first providing Landlord thirty (30) days' advance written notice.

6.2 Subrogation. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other, or against the officers, employees, agents, representatives, customers and business invitees of such other party, for any loss insurable by any insurance policies required to be maintained under this Lease to the extent, and only to the extent, of the insurance proceeds paid pursuant to such policies. Each party will obtain any special endorsements, if required by the insurer, to evidence compliance with the aforementioned waiver. All insurance policies required to be maintained under this Lease will contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease.

6.3 Indemnity of Landlord by Tenant. Subject to the waiver of subrogation in Section 6.2, Tenant will indemnify, defend and save Landlord, its affiliates, partners, members, directors, officers, employees and agents harmless from and against all losses, claims, costs, liabilities, fines and penalties of any nature (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising or occurring, from and after the Commencement Date, out of (a) Tenant's failure to comply with the terms and conditions set forth in this Lease, (b) any personal injury or death, damage to or destruction of the Premises caused by the negligence or willful acts or omissions of Tenant or its representatives or (c) any other Claim made by any affiliate, partner, member, director, manager, officer, employee, visitor, invitee, licensee or lessee of Tenant against Landlord arising out of Tenant's use of the Premises. Notwithstanding anything herein to the contrary, Tenant shall have no liability for, or obligation to indemnify Landlord from and against, (i) any condition existing, or any occurrences happening, at the Premises prior to the Commencement Date (whether or not caused by Tenant), including, without limitation, any instance of non-compliance with laws or any environmental condition at the Premises in existence prior to the Commencement Date; and (ii) any condition existing, or any occurrences happening, at the Premises on or after the Commencement Date caused by any subtenant at the Premises approved by and affiliated with Landlord (each such subtenant, an "**Affiliated Subtenant**"). In addition, Tenant shall have no responsibility at the end of the Term to return the Premises to Landlord in a condition better than the condition of the Premises on the Commencement Date, subject to the requirements set forth in Section 8.4 below. This Section 6.3 shall survive the expiration or termination of this Lease. Without limiting the foregoing indemnification or any other waivers in favor of Landlord set forth in this Lease, Tenant forever releases Landlord and holds Landlord harmless from all claims arising out

of damage to Tenant's property, and in no event shall Landlord be liable for damage to Tenant's property which is or could have been insured against by Tenant under commonly available insurance policies. In case any such claim, action or proceeding for which Landlord is indemnified by Tenant under this Lease is brought against Landlord, upon notice from Landlord and at Tenant's sole cost and expense, Tenant shall resist or defend such claim, action or proceeding or shall cause it to be resisted or defended by an insurer.

6.4 Indemnity of Tenant by Landlord. Subject to the waiver of subrogation in Section 6.2, Landlord will indemnify, defend and save Tenant, its affiliates, partners, members, directors, officers, employees and agents harmless from and against all Claims arising or occurring, from and after the Commencement Date, out of any personal injury or death, damage to or destruction of the Premises caused by the negligence or willful acts or omissions of Landlord or its representatives. This Section 6.4 shall survive the expiration or termination of this Lease.

6.5 Landlord Waiver. Landlord hereby waives any and all liens, whether contractual or statutory, in favor of Landlord against Tenant's machinery, furniture, fixtures, equipment or personal property and agrees to execute, within five (5) business days after receipt of a written request from Tenant or any lender of Tenant, such instruments as may be reasonably requested by any lender of Tenant acknowledging, among other things, such waiver.

6.6 Environmental Matters Excepted. Notwithstanding the foregoing, the indemnities provided in this Section 6 will not apply to any matters arising out of or in connection with Environmental Laws (as hereinafter defined), hazardous materials or the environmental condition of the Premises, which matters will be solely governed by the provisions of Section 13 of this Lease

6.7 Tenant Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, (a) commercial general liability insurance, or its equivalent, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection to the limit, for each occurrence, of not less than Three Million Dollars (\$3,000,000.00) with respect to personal injury or death and One Million Dollars (\$1,000,000.00) with respect to property damage; and (b) worker's compensation or similar insurance in form and amounts required by law.

6.8 Policy Requirements. Liability insurance maintained by Tenant shall be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord. Certificates of insurance, acceptable to Landlord, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord ten (10) days following each renewal date. In the event that Tenant fails to provide evidence of insurance required to be provided by Tenant in this Lease within ten (10) days following Landlord's request thereof, and thirty (30) days prior to the expiration of any such coverage, Landlord shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof. The limit of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation thereunder, except to the extent provided for under the waiver of subrogation set forth in Section 6.2. Any deductibles selected by Tenant shall be the sole responsibility of Tenant.

## SECTION 7. COMPLIANCE WITH LAWS

7.1 Tenant will (a) use and maintain the Premises and conduct its business thereon in a lawful manner and (b) comply with the covenants and laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency or bodies having jurisdiction over

the Premises, now in force or that may hereafter be in force (collectively, "Laws"). Tenant will not use the Premises, or allow the Premises to be used, for any purpose or in any manner that would invalidate any policy of insurance now or hereafter carried on the Premises. Tenant's use shall not be noxious, offensive, morally irresponsible or violate any applicable Laws.

## SECTION 8. REPAIRS AND ALTERATIONS

8.1 Tenant's Responsibilities. Subject to Landlord's responsibilities as set forth in Section 8.2, Tenant, at its sole expense, will keep and maintain the Premises in the same condition and repair as the Premises existed on the Commencement Date, ordinary wear and tear excepted. As part of Tenant's responsibilities under this Section 8.1, Tenant will maintain, repair and replace all non-structural components of the Premises, including without limitation, floor and wall coverings, lights, light fixtures and light bulbs, ceiling, windows, frames, glass and window blinds, the grounds and landscaping, the entry, entry drives, walks and parking areas (including all snow and ice removal), the signs and any other item or matter relating to the Premises. Tenant will also maintain an annual preventative maintenance contract for the Premises' heating, ventilation and air conditioning systems, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment, including changing filters on at least a quarterly basis. Upon Landlord's request, Tenant will provide Landlord with a copy of such maintenance contract and proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance contract.

8.2 Landlord's Responsibilities. Landlord, at its sole expense, will be responsible for (a) the repair, maintenance and replacement of the structural components of the Premises, including without limitation, the walls, beams, foundation and roof; and (b) the replacement of the Premises' heating, ventilation and air conditioning systems, provided, however, that to the extent any of the foregoing items require repair because of the negligence, misuse or default of Tenant, its employees or agents, Landlord will make such repairs solely at Tenant's expense.

8.3 Alterations. Tenant will not permit alterations in or to the Premises unless approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed. All Tenant alterations shall be the property of Landlord and at the termination of this Lease shall remain part of Premises, provided, however, Landlord may, at any time, designate to Tenant which alterations shall be removed by Tenant at the expiration or termination of this Lease and Tenant shall, promptly remove the same and repair any damage to the Premises caused by such removal, all at Tenant's sole cost and expense. Tenant will ensure that all alterations will be made in accordance with all applicable laws, regulations and building codes, and of quality equal to or better than the original construction of the Premises. No person will be entitled to any lien derived through or under Tenant for any labor or material furnished to the Premises, and nothing in this Lease will be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant will cause such lien to be discharged of record within thirty (30) days after filing. Tenant will indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien. Notwithstanding the foregoing, Landlord's consent will not be required for non-structural alterations that cost less than Twenty-Five Thousand Dollars (\$50,000.00) per project, provided that Tenant gives Landlord ten (10) days' prior written notice of any such alterations. Landlord's approval of any alterations shall not be a representation by Landlord that the alterations comply with applicable Laws or will be adequate for Tenant's use.

8.4 Surrender. Tenant agrees to surrender to Landlord, at the end of the Term and/or upon any earlier cancellation of this Lease, the Premises in the same condition and repair as the Premises existed on the Commencement Date, ordinary wear and tear and damage by casualty or other act of God,

excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property must be repaired at Tenant's expense.

8.5 As-Is. Tenant accepts the Premises in its absolute "AS-IS, WHERE-IS, WITH ALL FAULTS" condition, as of the Commencement Date, and, Landlord has no obligation to perform any work, supply any materials, incur any expenses or make any alterations or improvements to the Premises in connection with Tenant's use of the Premises during the Term other than Landlord's obligations for maintenance and repair as expressly set forth in Section 8.2 hereof and further provided, however, that the foregoing shall not apply to any latent defects in the Premises.

## SECTION 9. DAMAGE OR DESTRUCTION

9.1 If the Premises are damaged by any casualty, and the damage (exclusive of any property or improvements installed by Tenant in the Premises) can be repaired within two hundred seventy (270) days from the date Landlord receives all permits, approvals, insurance assurances, and licenses required to begin reconstruction, then, subject to the receipt of sufficient insurance proceeds, Landlord shall cause such damaged portions of the Premises to be repaired or restored without unreasonable delay, excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or other delays beyond Landlord's control, and this Lease will continue in full force and effect. If the Premises are damaged by any casualty, and the damage (exclusive of any property of Tenant or improvements installed by Tenant in the Premises) cannot be repaired within two hundred seventy (270) days, (a) Tenant may, at Tenant's option, either (i) require Landlord to repair such damage as soon as practicable at Landlord's expense, in which event this Lease will continue in full force and effect but Rent will be abated for the portion of the Premises that is unusable by Tenant, or (ii) give written notice to Landlord within thirty (30) days after the date of the occurrence of such damage of Tenant's intention to terminate this Lease, in which event this Lease will terminate as of the date of the occurrence of such damage, or (b) Landlord may, at Landlord's option, give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to terminate this Lease, in which event this Lease will terminate as of the date of the occurrence of such damage.

9.2 Notwithstanding Section 9.1 above, if, in the sole opinion of Landlord, (i) insurance proceeds are unavailable to Landlord in an amount sufficient to fully reconstruct the Premises; (ii) Landlord's mortgagee or any underlying lessor objects to the rebuilding of the Premises or the use of the proceeds for the rebuilding thereof; (iii) there exists any legal or administrative impediment to the rebuilding of the Premises (e.g., a change in the applicable building codes, etc.); or (iv) Landlord determines that it shall be economically imprudent under the circumstances to rebuild the Premises (which includes, but is not limited to, a casualty that occurs within the final two Lease Years of the Term), Landlord shall have the right, but not the obligation, to be exercised by notice in writing delivered to Tenant within sixty (60) days from the date of such occurrence, to elect to terminate this Lease in which case the tenancy hereby created shall cease as of the date of such occurrence, and the Rent shall be adjusted as of such date.

9.3 Except as provided in this Section, Landlord shall have no obligation to rebuild or repair in case of fire or other casualty, and no termination under this Section shall affect any rights of Landlord or Tenant hereunder because of prior defaults of the other party. Tenant shall promptly, given the circumstances, give Landlord notice of any fire or other casualty in the Premises.



SECTION 10. ASSIGNMENT

10.1 Tenant will not assign, mortgage or encumber this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any assignment or sublease to: (a) an entity owned or controlled by Tenant, (b) an entity affiliated with Tenant or (c) any entity that buys all or substantially all of the assets of Tenant; provided that Tenant provide prior written notice of such assignment or sublease to Landlord. No assignment, subletting, occupancy or encumbrance of this Lease shall relieve Tenant from any liability under this Lease.

SECTION 11. NOTICES

11.1 Notice Addresses. Any notice to be served under this Lease or in connection with any proceeding or action arising out of this Lease or the tenancy created thereby may be sufficiently served by delivering the same by (i) nationally recognized overnight express courier, (ii) certified mail, return receipt requested, postage prepaid, (iii) hand delivered, or (iv) by facsimile or electronic mail, followed by a method described in (i), (ii) or (iii):

(a) if to Landlord, at the address set forth below, or such other place last specified to Tenant in writing:

HCD Properties, LLC  
1142 S. 4<sup>th</sup> Street  
Kalamazoo, Michigan 49009  
Attention: Dan Hinkle

(b) if to Tenant, at the address set forth below, or such other place last specified to Landlord in writing:

National Flavors Company LLC  
3680 Stadium Parkway  
Kalamazoo, Michigan 49009  
Attention: Plant Manager

SECTION 12. DEFAULT

12.1 Tenant's Default. In the event:

(a) Tenant defaults in its obligation to pay the Rent or any other amount payable hereunder and such default continues for a period of ten (10) days after written notice has been given of such default by Landlord to Tenant;

(b) Tenant fails to perform any other provision of this Lease to be performed or observed by Tenant (other than the obligations set forth in Section 12.1(a) above and Sections 12.1(c)-(e) below) and any such failure will continue uncorrected for a period of thirty (30) days after written notice to Tenant thereof, unless such failure cannot reasonably be corrected within such thirty (30) day period, then if Tenant will not within such period have commenced and continued in good faith to correct such failure;

(c) Tenant files for voluntary bankruptcy or is adjudicated bankrupt in involuntary proceedings and such proceeding is not vacated within sixty (60) days;

- (d) a receiver or trustee is appointed over Tenant's property; or
- (e) any execution, attachment or other order of court will be issued upon or against the interest of Tenant in this Lease and will continue for a period of thirty (30) days after notice; then:

Landlord, at any time thereafter, and prior to the curing of default, at its election and without further notice, may terminate this Lease, re-enter into possession of the Premises with process of law, and expel, remove or put out Tenant or any other person or persons occupying the Premises, using such forces as may be necessary to do so and to repossess the Premises, and sue for and recover all Rent earned up to the date of such entry; or Landlord may, without terminating this Lease, terminate Tenant's right of possession, re-enter and resume possession of the Premises, as aforesaid, and relet the same for the remainder of the Term, for the account of Tenant, who will make good any deficiency to Landlord upon demand from Landlord; or Landlord may sue and recover all Rent accrued or accruing under this Lease without declaring this Lease terminated or entering into possession of the Premises to terminate Tenant's possession. All of the foregoing rights of Landlord will be without prejudice to any remedies of Landlord under law to recover any other damage suffered by Landlord by reason of any default of Tenant in performance of its duties and obligations under the terms and conditions of this Lease. Regardless of the remedies Landlord pursues after a default by Tenant hereunder, Landlord will be required to use reasonable commercial efforts to relet the Premises.

Landlord may, in addition to any other rights it may have herein or in law or equity, elect to cure such default on behalf of Tenant after written notice (except in the case of emergency) to Tenant. Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in curing such default, including interest thereon from the respective dates of Landlord's making the payments and incurring such costs (including without limitation from and after judgment, execution sale, filing of a bankruptcy petition and the like), which sums and costs, together with interest thereon, shall be deemed Additional Rent payable promptly upon being billed therefor. Regardless of whether Landlord may or shall elect to cure a default by Tenant, Tenant shall reimburse Landlord upon demand for any attorneys' fees and costs incurred by Landlord after such default in connection with the enforcement of this Lease.

12.2 Landlord's Default. If Landlord will default in the performance of any covenant, condition or stipulation contained in this Lease, Tenant may, if said default remains uncorrected for a period of thirty (30) days after written notice to Landlord, or if such default cannot reasonably be corrected within such thirty (30) day period, then if Landlord will not within such period have commenced and continued in good faith to correct such default, or without notice if in Tenant's reasonable opinion an emergency exists, perform the same for the account and at the expense of Landlord. Any payments made or other expenses incurred by Tenant for such purpose will be forthwith repaid by Landlord, or the amount thereof if not repaid by Landlord within thirty (30) days after demand therefor, at the option of Tenant, may be credited against future Minimum Rent payments of Tenant until credited in full (provided it supplies Landlord with a complete accounting therefor, including receipts for services rendered).

## SECTION 13. ENVIRONMENTAL MATTERS

13.1 Landlord Indemnification. Landlord agrees to indemnify Tenant with respect to any out-of-pocket costs or damages suffered by Tenant with respect to the environmental condition of the Premises prior to and at the Commencement Date, including, but not limited to, any contamination of the Premises by any regulated, hazardous or toxic substances or waste subject to removal or remediation under any Environmental Laws. "Environmental Laws" will mean and include the Resource Conservation and Recovery Act, 43 U.S.C. 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq., The Clean Water Act, 33 U.S.C. 1251 et seq.,

and all federal, state and local environmental, health and safety laws, ordinances, rules and regulations relating to regulations or control of hazardous substances. In addition, if any negative environmental condition in existence prior to and/or at the Commencement Date is discovered on the Premises and Tenant or Landlord is directed by any federal, state or local governmental agency to remove or remediate such condition, Landlord will diligently commence such removal or remediation at its own cost and if Landlord does not so diligently pursue such removal or remediation, Tenant may (without obligation or liability to do so) remove or remediate such condition and if such cost is not paid by Landlord to Tenant within thirty (30) days after written demand therefore, set-off the cost therefore from the Minimum Rent. Such written notice (i) will describe with particularity the negative environmental condition that Tenant proposes to remove or remediate, (ii) will describe, in as much detail as Tenant can provide at the time, the measures that Tenant proposes to utilize in removing or remediating such condition, including the estimated cost of doing so and (iii) will be accompanied by all citations, orders or other documents received from the governmental agencies involved with or requiring the removal or remediation of such condition and all reports, remediation plans, proposals and estimates of costs from the entity employed to perform the removal or remediation of such condition.

13.2 Tenant Indemnification. Tenant will comply with all Environmental Laws in connection with its occupancy and use of the Premises and will obtain all licenses and permits that are required in connection with Tenant's use and occupancy of the Premises. Tenant agrees to indemnify Landlord with respect to any out-of-pocket cost or damages suffered by Landlord with respect to any environmental condition of the Premises to the extent resulting from or arising out of Tenant's use and occupancy of the Premises after the Commencement Date, including, but not limited to, any contamination of the Premises caused by Tenant during the Term by any regulated, hazardous or toxic substances or waste subject to removal or remediation under any Environmental Laws. Notwithstanding anything herein to the contrary, Tenant shall have no liability for, or obligation to indemnify Landlord from and against, any environmental condition of the Premises to the extent resulting from or arising out of any Affiliated Subtenant's use and occupancy of the Premises on or after the Commencement Date, including, but not limited to, any contamination of the Premises caused by any Affiliated Subtenant during the Term by any regulated, hazardous or toxic substances or waste subject to removal or remediation under any Environmental Laws.

#### SECTION 14. EMINENT DOMAIN

14.1 If all or any substantial part of the Premises will be acquired by the exercise of eminent domain or if any part of the Premises will be acquired by the exercise of eminent domain and it would be reasonably impractical or the condemnation proceeds are insufficient to restore the remainder of the Premises, then, in any such event, Landlord may terminate this Lease by giving sixty (60) days' written notice to Tenant within fifteen (15) days after possession thereof is so taken. If all or any part of the Premises will be acquired by the exercise of eminent domain so that the Premises will become unusable by Tenant for the Permitted Use, Tenant may terminate this Lease by giving sixty (60) days' written notice written notice to Landlord within fifteen (15) days after possession thereof is so taken. All damages awarded will belong to Landlord, provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

#### SECTION 15. REAL ESTATE BROKERS

15.1 Each party warrants and represents to the other that no commission, fee or other compensation is or will become due and payable to any real estate broker, salesman, consultant, finder or agent it has hired as a result of the creation of this Lease or any transaction described in this Lease.

## SECTION 16. MEMORANDUM OF LEASE

16.1 This Lease will not be recorded, either independently or as an exhibit, schedule, annex or addendum to any other document. However, at the request of either party, the other party agrees to execute for recording a memorandum of lease for this Lease in a customary statutory form. The cost of recording such memorandum of lease will be paid by the party requesting such recording.

## SECTION 17. MORTGAGE OF INTERESTS

17.1 Mortgage by Tenant. Tenant may, from time to time, without obtaining the consent of Landlord, hypothecate, mortgage, pledge or alienate Tenant's leasehold estate and rights hereunder as security for payment of any indebtedness of Tenant. The holder of any such lien, so long as the same will be a first and senior lien upon the leasehold estate of Tenant, is herein referred to as "**mortgagee.**" The mortgagee or its assigns may enforce such lien and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such lien, the mortgagee may, without further consent of Landlord, take possession of and operate the Premises, performing all obligations performable by Tenant, and upon foreclosure of such lien by power of sale, judicial foreclosure, or upon acquisition of the leasehold estate by deed in lieu of foreclosure, the mortgagee may, without further consent of Landlord, sell and assign the leasehold estate hereby created. Any person or entity acquiring such leasehold estate will be liable to perform the obligations imposed on Tenant by this Lease necessary to cure any defaults and, then, only during the period such person has ownership of said leasehold estate or possession of the Premises. When giving notice to Tenant with respect to any default hereunder, Landlord will also serve a copy of each such notice upon any mortgagee who will have given Landlord a written notice specifying its name and address. In the event Tenant will default in the performance of any of the terms, covenants, agreements and conditions of this Lease on Tenant's part to be performed, any mortgagee will have the right, within the grace period available to Tenant for curing such default, to cure or make good such default or to cause the same to be cured or made good whether the same consists of the failure to pay Rent or the failure to perform any other obligations and Landlord will accept such performances on the part of any mortgagee as though the same had been done or performed by Tenant.

17.2 Mortgage by Landlord. This Lease and Tenant's rights hereunder shall be subject and subordinate at all times in lien and priority to any mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded subject to the terms hereof. Tenant and any subtenant will reasonably cooperate with Landlord and any lender that is acquiring a security interest in the Premises or Landlord's interest in this Lease. Tenant will execute such further reasonable documents and assurances as such lender may require, provided that Tenant's or any subtenant's obligations under this Lease will not be increased in any material way (the performance of ministerial acts will not be deemed material), and Tenant or any subtenant will not be deprived of their respective rights under this Lease. Tenant's right to quiet possession of the Premises during the Term will not be disturbed if Tenant pays the Rent and is not otherwise in default beyond any applicable notice and cure period. Landlord will use commercially reasonable efforts to obtain a non-disturbance agreement, in a form reasonably acceptable to Tenant, from all current and future lenders that obtain a security interest in Landlord's interest in the Premises.

## SECTION 18. ESTOPPEL CERTIFICATES

18.1 Each of Landlord and Tenant will, at any time and from time to time, upon not less than ten (10) days' prior written request by the other, execute, acknowledge and deliver to or as directed by the requesting party a certificate stating: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating that this Lease is in full force and effect as modified, and

identifying all such modifications); (b) the dates through which Rent has been paid; (c) that, to the knowledge of the signer of such certificate, the requesting party is not in default in the performance of any covenant, agreement or condition contained in this Lease, or specifying each such default of which the signer may have knowledge; and (d) such other reasonable and pertinent information with respect to this Lease or the Premises as the requesting party may reasonably request. Any statement delivered pursuant to this Section 18 may be relied upon by the requesting party, any assignee of the requesting party or any lender of the requesting party for the veracity of the information set forth therein.

#### SECTION 19. ACCESS; ENTRY AND INSPECTION

19.1 Access. Tenant will have access to the Premises twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

19.2 Entry and Inspection. Tenant will permit Landlord or Landlord's agents to enter upon the Premises during regular business hours and upon at least forty-eight (48) hours' prior notice (except in the event of emergencies, for which only reasonable prior notice shall be required) for the purpose of inspecting the Premises. Tenant will permit Landlord at any time within one hundred eighty (180) days prior to the expiration of the Term to place upon the Premises any usual "To Let" or "For Lease" signs.

#### SECTION 20. QUIET ENJOYMENT

20.1 Landlord hereby covenants to and with Tenant that if Tenant will not be in default hereunder beyond any and all applicable notice and cure periods, Tenant will have the peaceable possession and quiet enjoyment of the Premises without let or hindrance of any person or persons claiming title thereto or interest therein.

#### SECTION 21. MISCELLANEOUS

21.1 No Waiver. No waiver of any condition or covenant of this Lease or of the breach of any such covenant or condition will be deemed to constitute a waiver of any subsequent breach of such covenant or condition or to justify the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor will the acceptance of any Rent by Landlord at any time when Tenant is in default under any other covenant or condition hereof be construed as a waiver of such covenant or condition or of Landlord's rights in the event of such other default.

21.2 All Other Leases Terminated; Entire Agreement. The parties agree that any and all existing or prior agreements or leases between the parties relating to the Premises are hereby terminated and the parties shall have no further liability with respect thereto. This Lease and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions and understandings of the parties hereto with respect to the Premises. No alteration, modification, amendment, change or addition to this Lease will be effective unless the same will be reduced to writing and signed by both parties hereto.

21.3 Governing Law. This Lease and the performance of all covenants, conditions and terms hereof will be governed by and interpreted in accordance with the laws of the state wherein the Premises are located applicable to leases to be performed within such state, excluding any law regarding the conflict of laws that may result in the application of any laws other than the laws of the state wherein the Premises are located.

21.4 Time is of Essence. Time is of the essence in the performance of all terms and conditions of this Lease in which time is an element.

21.5 Force Majeure. Landlord and Tenant will have no responsibility or liability whatsoever for, and will be excused from, the observance or performance of any covenant or obligation of such party hereunder to the extent that any such observance or performance is rendered impossible or impracticable, in whole or in part, by any act of God (including but not limited to lightning, storm, flood, tornado or earthquake), fire, explosion, shortages of labor, fuel or materials, acts of the public enemy, war (declared or undeclared), riot or insurrection, the discontinuation, suspension or interruption of or interference with any utility or service supplied to Tenant or the Premises or any portion thereof, any strike, lockout or other labor dispute, or any other cause or circumstance beyond the control of such party. In no event will any delay or hindrance in, or any prevention of, the observance or performance of any covenant or obligation of Landlord or Tenant under this Lease constitute a default by such party, or entitle the other party to take any remedial or enforcement action, under this Lease.

21.6 Terminology; Captions. Where the context so requires or such interpretation is appropriate, any word used herein denoting gender will include all genders, natural or artificial and the singular and plural will be interchangeable. The term "Section" will refer to all paragraphs under the caption in question, where appropriate. The captions of the various provisions of this Lease are for convenience only and in no way define, limit or describe the scope or intent of this Lease or the provisions that they precede or in any other manner affect this Lease.

21.7 Successors and Assigns. This Lease and the covenants and conditions herein contained will inure to the benefit of and be binding upon Landlord, Landlord's heirs, legal representatives, successors and assigns, and will be binding upon and inure to the benefit of Tenant, Tenant's successors and assigns.

21.8 Severability. In case any one or more of the provisions contained herein will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Lease, but this Lease will be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

21.9 Limitation of Damages. IN NO EVENT WILL EITHER LANDLORD OR TENANT BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR THE PERFORMANCE OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER.

21.10 Limitation of Liability. The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued. Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Neither Landlord nor any principal of Landlord nor any owner of the Land, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises. The liability of the Landlord to the Tenant for any default by Landlord under the terms of this Lease is limited to the interest of the Landlord in the Building, and the Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment..

21.11 Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

21.12 Counterparts. This Lease may be executed in two or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. For

purposes of this Lease, facsimile signatures and/or electronically transmitted signatures shall be deemed to be and shall have the same force and effect as original signatures.

21.13 Survival. All provisions of this Lease that by their express terms survive termination of this Lease or which by the operation of their terms are intended to be performed, in whole or in part, after termination of this Lease, will survive any termination of this Lease.

21.14 Holding Over. If Tenant, or any person claiming through Tenant, shall continue to occupy the Premises after the expiration or earlier termination of the Term, whether with or without Landlord's acquiescence, Tenant shall be deemed to be a tenancy from month to month. Such occupancy shall be governed under the same terms and conditions set forth in this Lease; except, however, that the Minimum Rent during such continued occupancy shall be equal to one hundred fifty percent (150%) of the amount in effect immediately prior to expiration of this Lease. Tenant shall also remain liable for any and all damages suffered by Landlord as a result of any holdover without Landlord's unequivocal written acquiescence.

21.15 Signs. Tenant will be entitled to display its signage on the Premises in such locations and in such manner as Tenant deems appropriate, provided that Tenant complies with all applicable laws and regulations and obtains, at its sole expense, all necessary permits and approvals. Tenant will maintain, repair and replace its signage at its sole cost and expense.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the dated first above written.

**LANDLORD:**

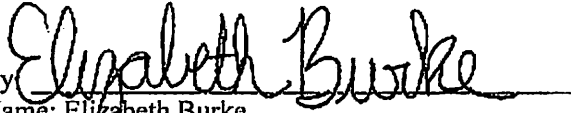
**HCD Properties, LLC, a Michigan limited liability company**

By: Daniel C. Hinkley  
Name: Daniel C. Hinkley  
Title: Manager



**TENANT:**

**National Flavors Company LLC, a Delaware  
limited liability company**

By   
Name: Elizabeth Burke  
Title: President and Secretary

## EXHIBIT A

### Legal Description

Land situated in the Township of Oshtemo, County of Kalamazoo, and State of Michigan described as follows:

**Commencing at the Northwest corner of Section 34, Town 2 South, Range 12 West; thence North 89°14'37" East, 1313.54 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of said Section; thence South 00°34'58" East along the West line of said East 1/2 of said Section, 1329.03 feet for the place of beginning of the land hereinafter described; thence North 89°14'37" East, 200.00 feet; thence South 00°34'58" East, 73.90 feet; thence Southwesterly 106.89 feet along a curve to the right with a radius of 167.00 feet and a chord bearing South 17°45'10" West, 105.07 feet; thence South 36°05'19" West, 55.00 feet; thence Southwesterly 210.48 feet along a curve to the left with a radius of 238.00 feet and a chord bearing South 10°12'32" West, 203.40 feet; thence South 15°40'15" East, 79.75 feet to the Northerly right of way of Stadium Drive (formerly known as West Michigan Avenue, also formerly US 12 Highway); thence South 74°30'07" West along said Northerly right of way, 737.25 feet; thence North 19°16'38" West, 581.05 feet; thence North 74°30'07" East parallel with the Northerly right of way of Stadium Drive, 390.80 feet; thence North 00°34'58" West, 31.51 feet; thence North 89°14'37" East, 404.25 feet to the place of beginning.**

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (this “**Amendment**”) is made and entered into as of the 15<sup>th</sup> day of March, 2022 (the “**Effective Date**”), by and between HCD Properties, LLC, a Michigan limited liability company (“**Landlord**”), and FlavorSum, LLC, a Delaware limited liability company formerly known as "National Flavors Company" (“**Tenant**”).

### RECITALS

A. Pursuant to that certain Lease Agreement, dated as of February 27, 2020 (the “**Original Lease**”), Landlord leased to Tenant an approximately 33,500 rentable square feet (the “**Current Premises**”) building located at 3680 Stadium Parkway, Kalamazoo, Michigan (the “**Building**”).

B. Tenant desires to expand the Current Premises (the “**Expansion Premises**”) by constructing an approximate 31,000 square foot metal building addition to the Building (the “**Addition**”).

C. The term of the Original Lease (the “**Term**”) was scheduled to expire on December 31, 2022. Landlord and Tenant desire to (i) exercise its option to renew the Term of the Original Lease pursuant to Section 2.2(a) of the Original Lease, (ii) further extend the Term of the Original Lease upon substantial completion of certain "Landlord's Work" (as hereinafter defined) and "Tenant's Work" (as hereinafter defined) (collectively, the "**Work**"), and (iii) amend the terms and conditions of the Original Lease as hereinafter provided. The Original Lease as amended by the terms of this Amendment is sometimes hereinafter referred to as the "**Lease**".

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Expansion Premises.** Effective as of the date on which the Work is substantially complete pursuant to Section 4 of this Amendment and an occupancy permit has been issued (the “**Expansion Commencement Date**”), the Expansion Premises, together with the Current Premises, shall be deemed the Premises under the Lease. The Expansion Premises are subject to all the terms and conditions of the Lease, except as expressly modified herein. Tenant shall continue to pay Minimum Rent in accordance with the Lease and all other sums and obligations due under the Lease with respect to Rent, including, without limitation, any Additional Rent due under the Lease.

2. **Tenant’s Exercise of Renewal Option.** Effective as of the Effective Date, Tenant has properly exercised its option to renew the Term of the Lease, such that the Term of the Lease will now continue until December 31, 2025 (the “**Termination Date**”). In accordance with Section 2.2(a) of the Lease, Tenant has two (2) additional renewal options of three (3) years each remaining.

3. **Extension of Term.** Effective as of the Expansion Commencement Date, the Term of the Lease shall be extended through and including, and the Termination Date of the Lease shall be deemed to be, one hundred twenty (120) months following the Expansion Commencement Date (the “**New Expiration Date**”). Promptly following the Expansion Commencement Date, Landlord shall deliver to Tenant a letter, substantially in the form attached hereto as Exhibit A, specifying the Expansion Commencement Date and the New Expiration Date.

4. **Base Rent.** Effective as of the Expansion Commencement Date, the Minimum Rent payable by Tenant to Landlord during the portion of the Term following the Expansion Commencement Date shall be \$65,884.16 per month. Minimum Rent payable hereunder will automatically increase on the

first day of each Renewal Term, as applicable, in an amount equal to the amount due in the then immediately preceding month times 1.10 (i.e., a ten percent (10%) increase).

5. **Construction of the Addition.**

(a) **Location of Addition.** The Addition shall be located on the Land (as defined in the Lease) on the approximate area designated on the site drawing attached hereto as **Exhibit B.**

(b) **General.** Landlord agrees to construct and deliver the Addition to Tenant on a so-called "turnkey" basis. Landlord will construct the Addition in accordance with the final Plans and Specifications (defined below) prepared by Landlord's design/build firm and reviewed and approved by Tenant, as described below:

- i. Landlord's design/build firm is currently working with Landlord and Tenant to prepare a preliminary site plan and construction plans for the Addition based on Tenant's initial design criteria. Based on these preliminary plans, Tenant and Landlord will work with Landlord's design/build firm to prepare a revised site plan and construction plans.
- ii. Landlord's design/build firm will then prepare and deliver to Tenant and Landlord a proposed final site plan and construction plans, together with the design/build firm's preliminary construction specifications.
- iii. Tenant and Landlord will review the design/build firm's final version of the site plan and construction plans, together with the preliminary specifications and cost, for conformity with the Tenant's approved preliminary plans. Once approved by Tenant and Landlord, the site plan, construction plans and specifications (collectively the "**Plans and Specifications**") will become final and deemed approved for the construction and improvement of the Addition and will be co-signed by the Tenant and Landlord and attached hereto as **Exhibit C**, and the approved budget shall be attached hereto as **Exhibit D**.

- (c) **Cost and Definition of Landlord's Work.** Construction of the Addition as set forth in the Plans and Specification will be conducted by Landlord (except for: (i) items specified in the Plans and Specifications as being provided and installed by Tenant; and (ii) Tenant's trade fixtures and personal property not specifically addressed in the Plans and Specifications) ("**Landlord's Work**"). The cost of Landlord's Work will be paid as follows: (i) One Million Five Hundred Thousand Dollars (\$1,500,000) of the cost thereof which can be classified as "Tenant Improvements" under Generally Accepted Accounting Principles as reasonably determined by Tenant's accountants, by Tenant (or such larger amount that Tenant may choose to pay) ("**Tenant's Agreed Investment**"), and (ii) the remainder by Landlord up to a total maximum commitment by Landlord of Four Million Five Hundred Thousand Dollars (\$4,500,000) ("**Landlord's Agreed Investment**"). If Tenant chooses to increase Tenant's Agreed Investment in excess of \$1,500,000, Landlord and Tenant shall discuss and agree to a reduction in Minimum Rent calculated as follows: the amount of Tenant's increase in Tenant's Agreed Investment amortized over 120-month period following the Expansion Commitment Date plus six percent (6%) per annum on the remaining unpaid balance of such agreed increase. Tenant shall pay the entirety of Tenant's Agreed Investment before Landlord pays any of Landlord's Agreed Investment, except for (i) amounts already paid by Landlord prior to the Effective Date of this Amendment and (ii) amounts of Landlord's Agreed Investment which become due and which cannot be classified as "Tenant Improvements" under Generally Accepted Accounting Principles as reasonably determined by Tenant's accountants – which amounts shall

be paid by Landlord as they become due. If the Plans and Specifications call for a construction budget for Landlord's Work in excess of the sum of Tenant's Agreed Investment plus Landlord's Agreed Investment (the "**Budget Cap**"), or if, following the bidding of Landlord's Work or at any time during construction, the projected cost of the construction and improvements is in excess of the Budget Cap, (a) Landlord and Tenant shall work together cooperatively to revise the Plans and Specifications to reduce the construction budget for Landlord's Work below the Budget Cap, or (b) the parties shall commit in writing to each pay fifty percent (50%) of any cost in excess of the Budget Cap and make a mutually-agreed adjustment to Minimum Rent if appropriate. If Landlord and Tenant cannot agree on revised Plans and Specifications within thirty (30) days after the projected cost overrun is first identified and if either party fails to commit in writing to pay its share of such cost overruns, Landlord shall have the right, in its sole option, to (1) terminate the obligations under Section 1, Section 3, Section 4 and Section 5 of this Amendment, in which case, such obligations shall cease and the Lease and the remaining obligations under this Amendment, including, without limitation, Tenant's exercise of its renewal option in Section 2 shall continue in full force and effect or (2) agree to pay such cost overruns and continue with construction of the Addition in accordance with the terms of this Amendment with a higher commitment for Landlord's Agreed Investment as needed and an increase in the Minimum Rent payable during the 120-month period following the Expansion Commitment Date calculated as follows: amount of cost overrun amortized over 120-month period following the Expansion Commitment Date plus six percent (6%) per annum on the remaining unpaid balance of such cost overrun; provided, however, if the cost overruns are in excess of Two Hundred Fifty Thousand Dollars (\$250,000), then Landlord shall only be permitted to exercise option (1), above.

- (d) Quality of Landlord's Work. Landlord will engage contractors to perform all of Landlord's Work in a good and workman like manner, in accordance with the approved Plans and Specifications and subject to all applicable laws, ordinances, building and zoning codes and regulations. Upon completion of construction of the Addition, Landlord shall deliver to Tenant originals of all continuing assignable guaranties and warranties issued or made in connection with the construction of the Addition, along with a duly executed assignment in form and substance reasonably satisfactory to Landlord and Tenant (provided that upon the expiration of the Term or the earlier termination of the Lease or Tenant's right of possession of the Premises such assignment will automatically revert to Landlord). Landlord shall cooperate with Tenant in Tenant's enforcement of any express warranties or guaranties (whether or not such warranties and guarantees were assigned or assignable to Tenant) of workmanship or materials given by subcontractors, architects, builder, or materialmen that guarantee or warrant against defective design, workmanship or materials. At no time shall Tenant take any action which shall invalidate any of the warranties or guarantees for the Addition, and Tenant shall provide Landlord with written notice of all warranty or guaranty claims. Landlord also agrees to indemnify and hold Tenant harmless from and against any claims, actions, losses, costs, fees (including attorneys' fees) or damages resulting from the intentional or negligent acts or omissions of Landlord or its agents, employees, contractors or subcontractors in the performance of Landlord's Work, except to the extent any of the same are caused by, arise from or relate to the negligence or intentional acts of Tenant or its contractors, employees or agents.
- (e) Punch List Corrections. Tenant may submit to Landlord, at any time prior to the date thirty (30) days after the Expansion Commencement Date, a punch-list of incomplete or defective items in Landlord's Work. Landlord agrees to use commercially reasonable efforts to have its contractors correct all valid requests for completion or correction of incomplete or defective items as soon as reasonably possible. In addition, Landlord agrees to diligently pursue any claims it may have under any warranties from contractors or manufacturers with respect to Landlord's Work. Correction of

defective or incomplete work by Landlord's contractors shall be Tenant's sole remedy for such deficiencies, and in no event shall Landlord be liable to Tenant for damages.

- (f) Contingency. The obligation of Landlord to construct the Addition is contingent upon Landlord and Tenant obtaining all permits and approvals necessary for the construction of the Addition in accordance with the Plans and Specifications and the other terms of this Amendment. If the parties are unable to procure such permits and approvals after using commercially reasonable efforts, either party may terminate the obligations under Section 1, Section 3, Section 4 and Section 5 of this Amendment, in which case, such obligations shall cease and the Lease and the remaining obligations under this Amendment, including, without limitation, Tenant's exercise of its renewal option in Section 2 shall continue in full force and effect.
- (g) Tenant's Work. Other than Landlord's Work up to the amount of Landlord's Agreed Investment, any construction, installations, alteration, improvements, additions, physical changes or other work necessary or desirable to place the Addition or Premises in a condition suitable for Tenant's business purposes (hereinafter "Tenant's Work") shall be performed by or for Tenant, at Tenant's sole cost and expense and in a good and workman like manner pursuant to plans and specifications which shall be first approved by Landlord and then attached hereto as Exhibit E, such approval not to be unreasonably withheld.
- (h) Construction of Tenant's Work. Tenant shall, at Tenant's sole expense, procure all permits and licenses and make all contracts necessary for the construction of Tenant's Work. Tenant's Work shall be done under the supervision of such person or firm as Landlord may designate and only by a contractor or contractors approved in writing by Landlord prior to the commencement of Tenant's Work, such approval not to be unreasonably withheld. Tenant's Work shall fully conform to all applicable laws, ordinances, regulations and codes.
- (i) Insurance and Indemnity Related to Tenant's Work. Prior to the commencement of Tenant's Work, or any other work whatsoever on or about the Premises, Tenant shall require its contractors and subcontractors to furnish Landlord with satisfactory evidence of builder's risk, public liability, casualty and workers' compensation insurances in such amounts as may be reasonably required by Landlord. No such insurance shall be cancelable except upon thirty (30) days written notice to Landlord. Tenant also agrees to indemnify and hold Landlord harmless from and against any claims, actions, losses, costs, fees (including attorneys' fees) or damages resulting from the intentional or negligent acts or omissions of Tenant or its agents, employees, contractors or subcontractors in the performance of Tenant's Work.
- (j) Cooperation. Tenant and Tenant's contractors shall in good faith coordinate Tenant's Work with Landlord's Work to minimize interference or delays.
- (k) Lien Waivers. Upon completion of the Tenant's Work, Tenant shall give Landlord written notice thereof and shall simultaneously with such written notice furnish to Landlord for approval a certificate of occupancy issued by the appropriate governmental authority, if applicable, along with sworn statements and lien waivers from all contractors, subcontractors, materialmen, suppliers, architects, engineers and all other persons performing work on or about the Premises in connection with the Tenant's Work, stating that the cost of all such labor, material, supplies and services incorporated in Tenant's Work has been paid in full and waiving all liens and claims arising as a result of Tenant's Work.

6. Miscellaneous. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or

agreements. Except as herein expressly modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment, and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment as of the day and year first above written.

**LANDLORD:**

**HCD Properties, LLC**, a Michigan limited liability company

By:  Daniel Hinkle

Name:  Daniel Hinkle

Its:  Manager

**TENANT:**

**FlavorSum, LLC**, a Delaware limited liability company

By:  Elizabeth Burke

Name:  Elizabeth Burke

Its:  Vice President and Secretary



**Exhibit A**

**Form of Expansion Commencement Date Letter**

Re: Building Name/Address: 3680 Stadium Parkway, Kalamazoo, Michigan  
Landlord Name: HCD Properties, LLC  
Tenant Name: FlavorSum, LLC

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Ladies and Gentlemen:

As an authorized representative of the above-referenced Tenant, the undersigned hereby confirms and verifies the following information on behalf of Tenant:

Expansion Commencement Date: \_\_\_\_\_, 20\_\_

New Expiration Date: \_\_\_\_\_, 20\_\_

Very truly yours,

**HCD Properties, LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

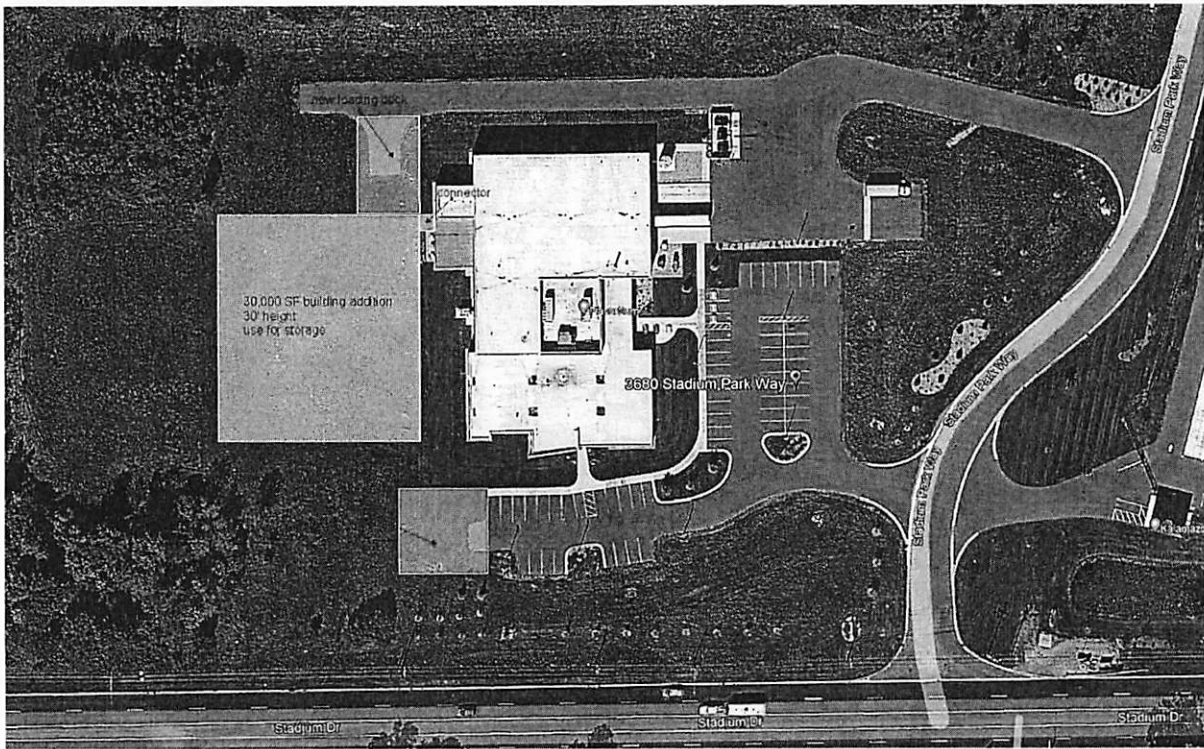
Accepted and Agreed To:

FlavorSum, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit B

Location of Addition



**Exhibit C**

**Final Plans and Specifications**

[To come]

**Exhibit D**

**Final Budget**

[To come]

**Exhibit E**

**Description of Tenant's Work**

[To come]

CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN

NOTICE OF HEARING ON THE ISSUANCE OF AN INDUSTRIAL FACILITIES TAX  
EXEMPTION CERTIFICATE

TO: Elizabeth Heiny-Cogsworth, Supervisor and Assessing Officer of Oshtemo Charter Township, 7275 West Main Street, Kalamazoo, Michigan 49009

Kristine Biddle, Assessing Officer of Oshtemo Charter Township, 7275 West Main Street, Kalamazoo, Michigan 49009

Kalamazoo County Board of Commissioners, c/o Meredith Place, Clerk, County Administration Building, 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007

Kalamazoo County School District No. I, Board of Education, c/o Cindy Green, Superintendent, Administration Building, 1220 Howard Street, Kalamazoo, Michigan 49001

Kalamazoo Valley Community College, Board of Trustees, c/o Lucinda Stinson, Chairperson, 6767 West O Avenue, Kalamazoo, Michigan 49009

Kalamazoo Regional Education Service Agency- KRESA, Board of Education, c/o Thomas Zahrt, Superintendent, 1819 Milham Road, Portage, Michigan 49002

Kalamazoo Public Library, c/o Terry New, Director, 315 South Rose Street, Kalamazoo, Michigan 49007

Brian Briggs, National Flavors, LLC, 1206 East Crosstown Parkway, Kalamazoo, Michigan 49001

and Residents and Taxpayers of Oshtemo Charter Township

PLEASE TAKE NOTICE that, on the Township's initiative, and upon the request of Brian Briggs, CEO of Flavor Sum, LLC, 3680 Stadium Parkway, Kalamazoo, Michigan 49009, Oshtemo Charter Township established an Industrial Development District on January 11, 2005, consisting of the following real property in Land Section 34, at approximately 7700 Stadium Drive, Kalamazoo, Michigan, within the Township:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 34, T. 2 S., R. 12 W OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN; THENCE NORTH 89° -14'-37" EAST ALONG THE NORTH LINE OF SAID SECTION, 1,313.54 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°- 14'-37" EAST, 266.00 FEET FOR THE PLACE OF BEGINNING OF THE LAND HEREINAFTER

DESCRIBED; THENCE CONTINUING ALONG SAID SECTION LINE NORTH 89°-14'-37" EAST, 200.00 FEET; THENCE SOUTH 00°-34'-58" EAST PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, 1,731.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF STADIUM DRIVE (FORMERLY WEST MICHIGAN AVENUE); THENCE SOUTH 74°-30'-07" WEST ALONG SAID RIGHT-OF-WAY, 1,098.65 FEET; THENCE NORTH 19°-16'-38" WEST, 581.05 FEET; THENCE NORTH 74°-30'-07" EAST PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY OF STADIUM DRIVE, 390.80 FEET; THENCE NORTH 00°-34'-58" WEST PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, 497.51 FEET; THENCE NORTH 89°-14'-37" EAST, 670.25 FEET; THENCE NORTH 00°-34'-58" WEST, 863.03 FEET TO THE PLACE OF BEGINNING. CONTAINING 27.52 ACRES.

SUBJECT TO SURVEY.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

PLEASE TAKE FURTHER NOTICE that Daniel Hinkle, on behalf of Flavor Sum, LLC, has filed an application for an Industrial Facilities Tax Exemption Certificate with the land and building costs of \$9,435,304.00, for a total project cost of \$9,435,304.00

PLEASE TAKE FURTHER NOTICE that a public hearing on the issuance of the Industrial Facilities Tax Exemption Certificate will be conducted by the Oshtemo Charter Township Board on Tuesday, April 11, 2023, commencing at 7:00 p.m., or as soon thereafter as this matter may be heard, the same being held at the Oshtemo Charter Township Hall, 7275 West Main Street, Kalamazoo, Michigan, within the Township.

Oshtemo Charter Township will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seven (7) days' notice to the Oshtemo Charter Township. Individuals with disabilities requiring auxiliary aids or services should contact the Oshtemo Charter Township by writing or calling the Township.

All interested persons are invited to be present at the aforesaid time and place to comment upon the issuance of an Industrial Facilities Tax Exemption Certificate.

Dusty Farmer, Clerk  
Oshtemo Charter Township  
7275 West Main Street  
Kalamazoo, MI 49009  
(269) 375-4260

**INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE  
LETTER OF AGREEMENT**

Per P.A. 334 of 1993

This agreement between National Flavors, LLC, hereinafter referred to as “Company” and Oshtemo Charter Township, hereinafter referred to as “Township,” is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 224, Section 22. In consideration of approval of this Industrial Facilities Tax Exemption Certificate, Flavor Sum, LLC understands that through its investment of building improvements in the Township, and the Townships investment in the Industrial Facilities Tax Exemption, both parties are mutually investing in and benefitting from this economic development project, and furthermore, agree that it is projected that the Industrial Facilities Tax Exemption will allow for the creation of forty five (45) new jobs at the Company’s business within the next two (2) years, and furthermore agree to the following:

1. If the term of the Industrial Facilities Tax Exemption Certificate granted, pursuant to the aforementioned application, the Township shall determine it necessary to request that the State Tax Commission revoke the certificate pursuant to Section 15 of the Act, and the State Tax Commission shall thereafter issue an Order granting such revocation, the Company shall, if the Order was entered in a calendar year subsequent to the calendar year in which the Township’s request for revocation was made, forthwith pay to the Township a sum equivalent to the difference between (1) the real property taxes that would have been paid for the real covered by the Industrial Facilities Tax Exemption Certificate as if no such Certificate had been in effect from the date of the Township’s request for revocation of the Certificate; and (2) the Industrial Facilities Tax paid or payable by the Company for such



real and personal property from the date of the Township's request for revocation of the Certificate.

2. Any payment received by the Township pursuant to Paragraph 1, above, shall be distributed to itself and other affected local taxing units in proportion to the real and personal property tax being levied by, or for, each taxing unit.
3. That should the Michigan Department of Treasury, subsequent to the date of this Agreement, issue guidelines and/or regulation mandating more favorable terms to the property owner(s) than those set forth herein, the parties agree to consider, in good faith, modifications to this Agreement that are consistent with those guidelines and/or regulations.

This Agreement is assignable and transferrable by either party with advanced written consent. The Agreement may only be altered upon mutual consent of both parties.

FLAVOR SUM, LLC

OSHTEMO CHARTER TOWNSHIP

By: \_\_\_\_\_  
Brian Briggs  
Its: CEO of Flavor Sum LLC

By: \_\_\_\_\_  
Elizabeth Heiny-Cogsworth  
Its: Supervisor

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

**CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN**

**EXCERPT OF MINUTES OF REGULAR BOARD MEETING  
HELD APRIL 11, 2023**

**RESOLUTION FOR FLAVOR SUM, LLC  
INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATION**

WHEREAS, Flavor Sum, LLC, 3680 Stadium Parkway, Kalamazoo, Michigan, 49009, Kalamazoo, Michigan, within the Township, has applied under the provisions of 1974 PA 198, as amended (M.C.L. 207.551 et seq), for an Industrial Facilities Tax Exemption Certificate with respect to its proposed land and building cost located upon the following described property in Land Section(s) 34, in Oshtemo Charter Township:

SEC 34-2-12 COMM AT NW COR TH N89DEG14'34"E ALG N SEC LI 1313.54' TO W LI E 1/2, NW1/4, TH S00DEG34'58"E ALG SD W LI 1329.03' TO POB;

TH N89DEG14'37"E 200' TH S00DEG34'58"E 73.90' TH SWLY 106.89' ALG A CURVE TO RT S36DEG05'19"W 55' TH SLY 210.48' ALG A CURVE TO LEFT WI RAD OF 233' AND CH BEARING S10DEG12'32"W 203.40' TH S 15DEG40'15"E 79.75' TO NLY ROW OF STADIUM DR TH S74DEG30'07"W ALG SD ROW 737.25' TH N19DEG16'38"W 581.05' TH N74DEG30'07"E 390.80' TH TH 00DEG34'58"W 31.51' TH N89DEG14'37"E 404.25' TO BEG.

SUBJECT TO SURVEY.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

WHEREAS, the real property improvements commenced on or about October 10, 2022 and are due to be completed on or about August 21, 2023; and

WHEREAS, the said real property improvements are located within an "Industrial Development District" created by the Township Board of the Charter Township of Oshtemo on January 11, 2005, in accordance with said Act 198 as amended; and

WHEREAS a public hearing on the application for an Industrial Facilities Tax Exemption Certificate was conducted on April 11, 2023; and

WHEREAS, that the proposed real property improvements are calculated to have the reasonable likelihood to create new employment for approximately forty five (45) new employees as the result of this project, and not merely the transferring of employment from one or more local governmental units of the State to Oshtemo Charter Township; and

WHEREAS, the aggregate state equalized value of the real and personal property exempt from *ad valorem* taxes under 1974 PA 198, as amended, including the requested exemption of said Flavor Sum, LLC, does not exceed five percent (5%) of the sum of the state equalized valuation of the Charter Township of Oshtemo, and the aggregated state equalized valuation exemption from *ad valorem* taxes under said Act for real and personal property will not have the effect of substantially impeding the operation of any local government unit, nor of impairing the financial soundness of any affected taxing unit.

NOW, THEREFORE, BE IT RESOLVED, that the requested Industrial Facilities Tax Exemption Certificate be hereby improved to become effective August 21, 2023, and that, accordingly, for the next twelve (12) years, the Industrial Facility Tax upon new land improvements and buildings shall be determined by multiplying one-half (1/2) of the total mills levied as *ad valorem* taxes for each of said twelve (12) years and by all taxing units within which such a facility is situated by the state equalized valuation of the facility, excluding the land which shall be separately assessed and taxed in accordance with the general *ad valorem* tax law

IT IS FURTHER RESOLVED that National Flavors, LLC shall pay an application fee in the amount of \$500.00 to the Township, which fee does not exceed the actual cost of processing the application, or two percent (2%) of the total property taxes abated under the Act, whichever is less.

BE IT FURTHER RESOLVED, that the Township Clerk forward the application of said Flavor Sum, LLC, together with the within Resolution and any other necessary supporting documents, to the Michigan State Tax Commission for approval and issuance of an Industrial Facilities Tax Exemption Certificate in accordance with said 1974 PA 198, as amended.

Motion was made by \_\_\_\_\_, and seconded by \_\_\_\_\_ to adopt the foregoing resolution.

Upon roll call vote, the following voted “Aye”:

The following voted “Nay”:

The following member was absent:

The Supervisor declared the motion passed and the Resolution adopted.

\_\_\_\_\_  
Dusty Farmer, Clerk  
Oshtemo Charter Township

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CERTIFICATE

The undersigned, as Clerk of Oshtemo Charter Township, certifies that the foregoing Resolution was duly adopted by the Township Board at a regular meeting of the Township Board held on October 10, 2017, at which meeting a quorum was present and set forth in the aforesaid Excerpt of a portion of the minutes of said meeting upon a roll call vote; that first-class mail written notice was sent to said applicant and to each taxing unit having ad valorem tax jurisdiction over said land and facility; and the meeting was noticed and held in compliance with the Michigan Open Meetings Act as required by law and statute provided.

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Dusty Farmer, Clerk  
Oshtemo Charter Township