

**AMENDED AGENDA**  
**CASCADE CHARTER TOWNSHIP**  
**REGULAR BOARD MEETING**

Wednesday, June 28, 2023

7:00 P.M.

Wisner Center

2870 Jacksmith Drive SE, Grand Rapids 49546

*Public may access the meeting via video conference software Zoom*

<https://us02web.zoom.us/j/81664603678>

**Meeting ID:** 816 6460 3678

**By Phone:** 1 312 626 6799

**Expected Meeting Procedures**

1. During public comments you may speak on any item not noted on the agenda for a public hearing.
2. Please limit comments to 3 minutes per person and the Board may or may not choose to respond.
3. Please limit your comments to a specific issue.
4. Please turn OFF cellular phones.

**Article 1. Call to Order, Roll Call**

**Article 2. Pledge of Allegiance to the Flag**

**Article 3. Approval of Agenda**

**Article 4. Presentations**

**a. Fire Department Promotions**

**b. Parks and Recreation Director Update – Tassell & Memorial Parks**

**Article 5. Public Comments - Anything on the Agenda not scheduled for a public hearing. (Limit comments to 3 minutes)**

**Article 6. Approval of Consent Agenda**

**a. Receive and File Minutes**

**1. Township Board Meeting – 6/14/23 & 6/16/23**

**b. Receive and File Reports**

**1.**

**c. Receive and File Education Requests**

**1.**

**d. Receive and File Communication**

**1.**

**Article 7. Financial Actions**

**a.**

**Article 8. Unfinished Business**

Township Board Agenda

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**Article 9. New Business**

- 052-2023 Consider Approval of Type II Special Use Permit for a Commercial Composting Operation at 5745 Whitneyville Avenue**
- 053-2023 a.) Public Hearing for Amendment to Home Design Center PUD to Accommodate an Addition to an Existing Office Building**  
**b.) Consider Amendment to Home Design Center PUD to Accommodate an Addition to an Existing Office Building (*Roll Call*)**
- 054-2023 Consider Approval of a Type II Special Use Permit for a Bed & Breakfast Establishment at 5283 Whitneyville Avenue SE**
- 055-2023 Consider Issuance of the Cascade Charter Township Request for Proposals for Professional Architectural/Engineering Services for Kent District Library**
- 056-2023 Consider Architectural Review Committee Appointments**
- 057-2023 Consider a Resolution to Defer Without Penalty Summer Tax Payment for Qualifying Taxpayers (*Roll Call*)**
- 058-2023 Consider Approval of Liquor License Application**

**Article 10. Discussion**  
**1.**

**Article 11. Public Comments – Any comments...whether it is on the agenda or not. (Limit comments to 3 minutes)**

**Article 12. Manager Comments**

**Article 13. Board Member Comments**

**Article 14. Adjournment**

**MINUTES OF THE  
CASCADE CHARTER TOWNSHIP  
REGULAR BOARD MEETING**

Wednesday, June 14, 2023

Wisner Center

2870 Jacksmith Dr SE

Grand Rapids, MI 49546

And Virtual Zoom Meeting

7:00 P.M.

HYBRID FORMAT

- Article 1.** Supervisor Lesperance called the meeting to order.  
Present: Supervisor Lesperance, Clerk Slater, Treasurer Korstange, Trustees Koessel, McDonald, Shipley and Noordhoek  
Absent: None  
Also Present: Planning Director Hilbrands, Zoning Administrator Smith-Jacoby, Regional Manager Brown-KDL, Carlita Gonzalez-KDL, Executive Director Werner-KDL, Doug Vredevelde-Vredevelde & Haefner, Administrative Assistant Stine, and those listed in the Supplement
- Article 2.** Supervisor Lesperance led the Pledge of Allegiance.
- Article 3.** **Approval of Agenda**  
Motion by Trustee Shipley, seconded by Trustee Noordhoek to approve the agenda.  
Motion carried unanimously.
- Article 4.** **Presentations**  
**a. KDL Community Reports**  
Carlita Gonzalez-KDL presented the KDL Community Reports.  
**b. 2022 Annual Audit**  
Doug Vredevelde reviewed the draft of the 2022 Audit.
- Article 5.** **Public Comments-Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**  
1. Ginny Wanty-6255 Heathmoor Ct-Re Parks and outdoor space at library: Bicycles should be available for check-out. Work on Wycliffe Trailhead Park concept building should begin soon.
- Article 6.** **Approval of Consent Agenda**  
**a.** Receive and File Minutes  
**1.** Township Board Meeting – 5/24/23  
**2.** Planning Commission – 5/1/23 & 5/15/23  
**b.** Receive and File Reports  
**1.** Treasurer’s Department – April 2023  
**2.** Building Department – May 2023  
**c.** Receive and File Education Requests  
**1.** Todd Stevenson & Josh Dettwiler – NFPA 1700-Evidence-Based Structural Firefighting – June 24-25, 2023 – Valparaiso, IN  
**d.** Receive and File Communication  
None

Motion by Trustee Koessel, seconded by Trustee Shipley to approve the Consent Agenda. Motion carried unanimously.

**Article 7. Financial Actions**

**a. Consider Approval of April 2023 Financial Statements**

**b. Consider Approval of May 2023 Payables, Payroll and Transfers**

Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried unanimously.

**Article 8. Unfinished Business**

None

**Article 9. New Business**

**049-2023 Consider a Resolution to Approve an Amendment to the Township Master Plan (Roll Call)**

Motion by Clerk Slater, seconded by Trustee Shipley to approve. Motion carried unanimously by roll call vote.

**050-2023 Consider a Parks Committee Appointment**

Motion by Trustee Koessel, seconded by Trustee Shipley to approve the Parks Committee Appointment and accept Treasurer Korstange's resignation from Planning Commission and Parks Committee. Motion carried unanimously.

**051-2023 Interim Manager**

Motion by Clerk Slater, seconded by Treasurer Korstange to meet with the Interim Township Manager candidate on Friday, June 16, 2023, at 1:00 pm. Motion carried unanimously.

**Article 10. Discussion**

**1. Cascade Charter Township Business Liquor License** – Applications are due 6/27/23 at 5:00 pm.

**Article 11. Public Comments**

1. Babak Shahbodaghloo-5070 28<sup>th</sup> St-Wants to know what has happened since September when he was applying for a liquor license? He received information from the State of Michigan; talked about the process.
2. Badrie Shahbodaghloo-5070 28<sup>th</sup> St-Outlined the process they went through to try to get a liquor license; felt there was no response.
3. Rod Schultz-2562 Orange Ct-Re Zoning Administrator: International Beverage bricks are falling.
4. Joseph Albright-6224 Pinta Ct-Re Caravelle Village: Advised of three (3) absentee landlords near him. Suggests a solution to issue permits to allow rentals with a \$10K bond, and they forfeit \$1K per call, and a refund upon sale.
5. Scot VanSolkema-2570 Orange Ct-Re properties in violation: There should be signs and stickers in the village.
6. Brian Holcomb-3415 Glenstone Ct-Re Egypt Creek Landscaping: What is going to be done with this matter?

7. Tom Richardson-3438 N. Applecrest Ct-Took issue with Trustee Shipley's comment about lynching, even if metaphorical. Public officials should conduct themselves without violence.
8. Ken Van Der Kolk-7200 Leyton-There was a Closed Session regarding hotels. What is being done?
9. Joseph Albright-Re Peace Park: Who makes the rules for hunters? Suggested setting live traps for deer.

**Article 12. Manager Comments**  
None

**Article 13. Board Member Comments**  
1. Trustee Shipley-Thanked those in attendance for coming to the meeting. Apologized for his comments to resident Richardson.

**Article 14. Adjournment**  
Motion by Trustee Shipley, seconded by Trustee Noordhoek to adjourn. Motion carried unanimously.  
Meeting adjourned at 9:09 pm.

Krissi Brott  
Deputy Clerk

Approved by:

\_\_\_\_\_  
Grace Lesperance, Supervisor

\_\_\_\_\_  
Susan B. Slater, Clerk

**MINUTES OF THE  
CASCADE CHARTER TOWNSHIP  
SPECIAL BOARD MEETING**

Friday, June 16, 2023  
Cascade Charter Township  
5920 Tahoe Drive SE  
Grand Rapids, MI 49546  
And Virtual Zoom Meeting  
1:00 P.M.  
HYBRID FORMAT

**Article 1.** Clerk Slater called the meeting to order at 1:06 pm. Supervisor Lesperance arrived at 1:09 pm.  
Present: Supervisor Lesperance, Clerk Slater, Treasurer Korstange, Trustees Koessel, McDonald, Noordhoek, and Shipley.  
Absent: None  
Also Present: Human Resources Director Murawski, Administrative Assistant Stine, and those listed in the Supplement.

**Article 2.** Clerk Slater led the Pledge of Allegiance.

**Article 3. Approval of Agenda**  
Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried unanimously.

**Article 4. Conduct Interviews for and possibly fill the vacant Treasurer Position**

**1:00** – Ted Andrzejewski  
Motion by Trustee Koessel, seconded by Trustee Shipley to recommend extending an offer to Mr. Andrzejewski and give the Search Committee authority to negotiate salary and benefits equal to or less than the previous Township Manager.

**Article 5. Public Comments**

**1.** Dorothy Cribbs-1980 Deerfield Ct-Board members were hard to hear during the 6/14/23 meeting.

**Article 6. Adjournment**

Motion by Trustee Shipley, seconded by Clerk Slater to adjourn. Motion carried unanimously.  
Meeting adjourned at 1:52 pm.

Krissi Brott  
Deputy Clerk

Approved by:

\_\_\_\_\_  
Grace Lesperance, Supervisor

\_\_\_\_\_  
Susan B. Slater, Clerk

Township Board Special Meeting Minutes  
June 16, 2023

## MEMORANDUM

**To:** Cascade Charter Township Board  
**From:** Brian Hilbrands, Planning Director  
**Subject:** Consider Type II Special Use Permit for a Commercial Composting Operation  
**Meeting Date:** June 28, 2023

The applicant is requesting approval of a Type II special use permit for a commercial composting operation to be located at 5745 Whitneyville Avenue. Attached to this memo is the Planning Commission staff report for the special use permit application.

The proposed operation would include two buildings (a 5,040 square foot hoop house and a 1,200 square foot pole barn), an asphalt compost pad that will include covered compost bays, a gravel driveway, ten parking spaces, and an area of covered compost rows. The operation is required to meet the 15 standards for composting operations included in Chapter 17 of the zoning ordinance, which regulate things such as setbacks, the size of the operation, and amount of material permitted, among others. Since the application appears to meet these standards, staff have recommended approval of the special use permit.

The Planning Commission held a public hearing on this matter at the June 19 meeting and received an extensive amount of public comment, the majority of which were opposed to the project. Draft minutes from the Planning Commission public hearing are included in the packet. Concerns that were brought up from residents included the potential for air and water-borne contaminants, noxious smells, an increase in traffic, and the potential loss of property value.

A number of these items can be addressed by the special use standards for composting operations, as well as requirements at the state level. If the operation were to not meet the requirements of their special use permit (for example, by creating noxious smells or contaminants that negatively affect neighboring properties), the Township has the authority to invalidate the special use permit.

After holding the public hearing, the Planning Commission recommended approval of the special use permit by a 5-2 vote, with the following conditions:

1. The applicant complies with the Township Engineer letter dated May 15, 2023, and all necessary permits are obtained before construction begins.
2. Record the stormwater maintenance agreement.
3. Any work within the right-of-way receives approval from KCRC and a driveway permit is obtained.

4. The applicant registers with the EGLE Material Management Division (EGLE MMD), and provides a copy of the Compost Site Management Plan to the Township. The operation must comply with all standards, rules, and regulations of EGLE MMD registered compost operations.
5. The site continues to meet all the special use requirements of Section 17.07(2)(t) of the zoning ordinance. This includes the requirement that the applicant return to the Planning Commission for an annual review for a minimum of two years after receiving the special land use permit, and thereafter at the discretion of the Planning Commission, and that the applicant shall keep an inventory log showing the amount of composting intake and the total composting output, which shall be provided to the Planning Commission at the annual review and as otherwise requested by the Township. The Township reserves the right to add additional conditions during the first two years of reviews.
6. Provide an enclosed building for machinery as soon as practicable, and carry through on site improvements, including but not limited to, a biodiversity bond, 2 acres of pollinator habitat, 1 acre of total trees, 4 acres of biodynamic accumulator crops, and a ½ acre educational garden and orchard, as soon as practicable, while the 2-acre tree line is to remain intact and managed.
7. There will be no more than 3,000 cubic yards of compost intakes per year.
8. On sale of the property, the review provisions of condition 5 will be reactivated for the new owner(s).

After speaking with a staff member with EGLE MMD, they recommended changing the wording of condition 4 as a result of legislation passed in March that greatly increased state regulation of composting facilities. Therefore, I recommend that condition 4 be revised as follows:

4. The applicant receives all necessary state, county, and local permits, and must still register with the EGLE Material Management Division (EGLE MMD) if there is no additional state permit required. The applicant shall also provide a copy of the Compost Site Management Plan to the Township. The operation must comply with all state, county, and local standards, rules, and regulations.

Attachments:           Draft Minutes of Public Hearing at 6/19 PC Meeting  
                              6/19 Planning Commission Staff Report  
                              Standards of Section 17.07.2.t.  
                              Application  
                              Site plan  
                              Township Engineer letter

**Minutes**

Cascade Charter Township  
Planning Commission  
Monday, June 19, 2023  
7:00 pm  
2870 Jacksmith Ave SE

**ARTICLE 1.** Vice Chair \_\_\_\_ called the meeting to order at \_\_\_\_  
Members Absent:  
Others Present:

**ARTICLE 2. Pledge of Allegiance**

**ARTICLE 3. Approve the current Agenda**

**ARTICLE 4. Disclose any conflict of interest**

**ARTICLE 5. Approve the Minutes of the June 5, 2023 Regular Meeting and Closed Session**

**ARTICLE 6. Acknowledge visitors and those wishing to speak**

**ARTICLE 7. Case #23-3746/Chen**

**Property Address:** 5745 Whitneyville Ave

**Requested Action:** Type II Special Use Permit to construct a commercial composting operation.

**Motion was made by Member Rissi to open public hearing. Supported by Member Noordhoek. Motion carried 7 to 0.**

Davis (5535 Whitneyville) has lived in the neighborhood for over 40 years and asked if they will be utilizing the same road shared by other neighbors. Member Rissi clarified that the applicant's driveway will be at least 600ft south of her property.

Lori Johnson (5640 Whitneyville) said that the Wormies concept is great but not a good fit for the neighborhood since there are million-dollar homes. She expressed concern about water runoff because her property is downhill.

Rudy Klein (5542 Whitneyville) lives across the street and has lived there his whole life. He has worked in the hauling waste business for many years and indicated once the operation starts blending waste together it will smell.

Nicole Cruiz (2300 Buttrick) is a consumer of Wormies and has a bucket in which she disposes of her vegetables. She explained that with the liquid and the closed lid, there is absolutely no smell. Cruize has never had issues with friends coming into her home and the neighbors never complain.

Bill Vanartsen (8650 Lilly Ridge) has lived there for over 20 years and would like the area to remain residential.

Mike Hemmingson (8475 Laurel Ridge) lives off of Whitneyville and is in full support of Wormies, just not the location of the business. He explained that the home values will drastically decrease with a composting facility nearby. Hemmingson would like to see documents and studies on airborne contaminants.

Dr. Pishad (Laurel Drive) explained there are major health and environmental concerns these facilities have in neighboring areas. There are long-term studies showing a correlation with an increased risk of lung disease and possible cancers. The seeping of the bio pollutants could impact residents' well water. Increased smell, traffic, and wildlife were other concerns.

James Knott (8611 Lilly Ridge) stated that this project is not for a residential area. He believes the applicants have been misled through this process.

Sarvesh Srivastava (8668 Lilly Ridge) believed this project is wrong for the neighborhood where there are million-dollar homes. He also has many health concerns relating to composting.

Mary Tallajowski (6624 Jack Ave) has lived in the area for 18 years. Over the years it has become more residential and she believed bringing this facility to the area would create much-needed balance. She looked forward to this beneficial addition.

Daren Steadman (5539 Whitneyville) grew up in the area his whole life and he did not believe this is the right place for Wormies. He did not see the benefit and said the increase in truck traffic will be too much.

Rachel Garnett (7745 Whitburn) said she has lived in Cascade for just over a year and has been composting for many years. She previously relied on a home pick-up service for her composting and really appreciated that service.

Tasha Pacheco (8686 Lilly Ridge) stated that she came to the meeting opposed to the project but is now on the fence. She suggested organizing a community event to help neighbors gain a better understanding of the business. She didn't feel that Wormies would ruin the area and she would even utilize their services.

Mark Talbot (5337 Whittneyville) said he appreciated the presentation and all of his questions were answered. He stated that eventually, the United States will run out of topsoil and Wormies has a solution by making very powerful dirt that regenerates farms. Talbot wanted to give this business a chance since it will be extremely beneficial to the environment.

Nathanial Divine (5671 Whitneyville Ave) shares a property line with the applicants and stated that he is also on the fence regarding the project, but had concerns about what this would do to his property value and the water.

William Tuma (5670 Whitneyville) had concerns with the increase in traffic, health concerns, and the potential smell.

Sean Ford (5672 Whitneyville) lives directly across the street from the applicants and he was concerned about the water runoff. He moved here assuming this area to be

residential and was worried more commercial companies would be allowed there in the future. In his explanation, Ford pointed out that the applicants were given a promise that should not have been made, and that the township has a responsibility to rectify this matter.

Dr. Sophie Pokhrel (8698 Laurel Ridge) stated it's very apparent there are health and safety concerns with this project. Pokhrel explained that the operation is situated too close to nearby residents, and there is insufficient research to demonstrate the potential environmental consequences.

Tom Baker (8840 Vincent Ave) has property along the southern border of the applicant's parcel. When he bought his home, he wasn't aware that there would be a commercial business in the neighborhood.

John Akins (5666 Whitneyville) has lived here for over 50 years and thanked the township for making this place beautiful. He mentioned that the traffic is terrible and suggested that it may not be wise to pursue this business venture due to the likelihood of increased traffic.

Jay Keller (8797 Laurel Ridge) was unaware of this potential operation until his neighbors brought it to his attention. He was concerned about his house value, smell, and water contamination.

Kyle Heft (5644 Whitneyville) would have liked more research on the impact a business like this has on health. Heft has three young children and wanted a healthy future for them. He explained the applicants have a responsibility to educate the community and he felt they did not adequately inform residents.

Richard Gable (8464 Laurel Ridge) noticed there was nothing in writing on the specific measures being taken to mitigate odor, the stormwater maintenance agreement is to be determined, and there was no composting site management plan. Gable said approval should not be granted until these issues have been resolved.

Jim Berry (5651 Whitneyville) owns property against the northeast corner of the Wormies site. He explained there is no barrier between his property and the composting site, which raised concerns about the safety of the water supply. Berry mentioned that there is a 200ft buffer for residences from the composting site. Since his home hasn't been built yet, the close proximity was a major concern for him.

Mike Hemmingson (8475 Laurel Ridge) inquired about ways to inform additional residents and keep them updated on the studies conducted.

**Motion was made by Member Rissi to close public hearing. Supported by Member Engel. Motion carried 7 to 0.**

**ARTICLE 8. Case #23-3766/Bartlett**

**Property Address: 1400 Buttrick Ave**

**Requested Action:** Seeking a Type I Special Use permit for an accessory building exceeding 832sqft.

**ARTICLE 9. Case #23-3770/Vanderschaaf**

**Property Address: 3671 Cherry Ln**

**Requested Action:** Seeking a Type I Special Use permit for an accessory building exceeding 832sqft.

**ARTICLE 10. Case #23-3771/Achterhof**

**Property Address: 5830 Burton St**

**Requested Action:** Seeking a Type I Special Use permit for an accessory building exceeding 832sqft.

**ARTICLE 11. Case #23-3765/Redwater Group**

**Property Address: 1600 Galbraith Ave**

**Requested Action:** Preliminary plan approval to amend the existing PUD to allow a cigar bar as a permitted use at the clubhouse building.

**ARTICLE 12. Old Business**

**ARTICLE 13. Any other business**

**ARTICLE 14. Acknowledge visitors and those wishing to speak**

**ARTICLE 15. Adjournment**

Respectfully submitted,

Joe Engel, Secretary

**STAFF REPORT**

STAFF REPORT: Case # 22-3746  
REPORT DATE: June 13, 2023  
PREPARED FOR: Cascade Charter Township Planning Commission  
MEETING DATE: June 19, 2023  
PREPARED BY: Brian Hilbrands, Planning Director

APPLICANT

Luis Chen  
5745 Whitneyville Ave SE  
Alto, MI 49302

STATUS

OF APPLICANT: Owner

REQUESTED ACTION: Type II Special Use Permit for a commercial composting operation

EXISTING ZONING OF SUBJECT PARCEL: ARC, Agriculture/Rural Conservation

GENERAL LOCATION: West side of Whitneyville Ave, between 52<sup>nd</sup> St and 60<sup>th</sup> St

PARCEL SIZE: 13.4 Acres

EXISTING LAND USE ON THE PARCEL: Vacant/Agricultural

ADJACENT AREA LAND USES: N,E,W – Residential  
S – Vacant/Agricultural

ZONING ON ADJOINING PARCELS: All ARC

STAFF COMMENTS:

1. The applicant is requesting a Type II Special Use Permit to construct a new commercial composting operation. The operation would include two buildings (a 5,040 square foot hoop house and a 1,200 square foot pole barn), an asphalt compost pad that will include covered compost bays, a gravel driveway, ten parking spaces, and an area of covered compost rows. The special use will be reviewed using the standards of Chapter 17, specifically Section 17.07.2.t.

2. As a reminder, the requirements of Section 17.07.2.t were developed by the Township last year as a result of activity on this property. Previous Township staff had informed the applicant that the composting use would be permitted By Right. After the Township received a complaint from a neighbor the use was reviewed again, and it was determined that it would be more appropriate to be permitted as a Special Use. As a result, the 15 requirements included in Section 17.07.2.t were developed. The property owner is now applying for the required Special Use permit.
3. The applicant has provided a narrative describing the proposed use and how it will operate. The facility will be used to receive composting intakes, such as leaves, woodchips, manure, and food scraps, mix and process those intakes to create compost and soil mixes, and prepare finished material for sale and distribution.
4. The operation is located on a parcel that meets the minimum size requirement of 10 acres, and the operational area (buildings, composting areas, material storage, etc.) meets the minimum setback requirements of 150' from property lines and 250' from residential dwellings.
5. Operational areas are required to be visually screened if they are located within 400' of a parcel with a residential use. The operational area is located within 400' of the residential parcels to the west and north. There are a number of existing trees along those property lines that the site plan indicates will remain. The Planning Commission should consider if those trees are an adequate screen. It is also worth noting that the operational area is within 400' of the property to the northeast (5651 Whitneyville Ave). That property is currently vacant but staff have received notice from the new property owner that they intend to build a home shortly.
6. The operational area is limited to 30% of the total area of the parcel, while at least 50% of the parcel must be kept natural, landscaped, or used for agriculture. The site plan indicates that the operational area encompasses approximately 16% of the parcel, while 58% will be kept natural, landscaped, or used for agriculture.
7. Equipment operation and the receiving or distribution of materials, including retail/wholesale sales, may only occur between the hours of 7:00am to 9:00pm.
8. The operation is limited to 3,000 cubic yards of intake material and 3,000 cubic yards of output material per year, and may have a maximum of 4,500 cubic yards of compost/composting intake/finished compost on site at any one time, with no more than 1,000 cubic yards being composting intake.
9. The operation must take reasonable action to mitigate the potential of odor leaving the site. The applicant should provide information on how that will be done.
10. The site will be accessed with a curb cut onto Whitneyville. The location of will need to be approved by the KCRC and a driveway permit will need to be obtained.

11. A well and septic system will be added and will require approval from the Kent County Health Department.
12. A photometric plan was submitted that meets Township requirements.
13. The Fire and Building Departments have reviewed and approved the plans.
14. The Gerald R Ford Airport staff have been made aware of the project and provided comments.
15. The Township Engineer has reviewed and approved the plans, and their comments are included in your packet. The proposed stormwater controls include a lined collection basin to capture water runoff from the asphalt compost pad, and a retention basin for the remaining water runoff. A stormwater maintenance agreement will be required
16. The operation is required to be registered with EGLE within one year of commencing operations, and must comply with all standards, rules, and regulations of registered compost operations. The applicant must also return to the Planning Commission for an annual review for a minimum of two years after receiving the special use permit. They must also keep an inventory log showing the amount of composting intake and the total composted output, which shall be provided to the Planning Commission at the annual review and as otherwise requested by the Township.
17. The applicant notes that if they receive Township approval, they will develop a compost site management plan as part of their registration with EGLE. The applicant should also submit the plan to the Township.
18. Section 17.06 as well as 17.07 of the zoning ordinance requires the Planning Commission to review several factors before making a recommendation to the Township Board. I have listed those items for your consideration followed by my comments for each.

<b>Factors</b>	<b>Comments</b>
Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the area in which the use is proposed.	The operation is located on an agriculturally zoned parcel with neighboring parcels that are also agriculturally zoned.
Be adequately served by essential facilities and services such as highways, streets, police and fire protection, drainage, refuse disposal, water and sewer facilities and schools.	This site would have well and septic and is located on a collector street.
Not create excessive additional requirements at public cost for public facilities and services.	This site would not cause excessive additional requirements at the expense of the public.
Not cause traffic congestion, conflict or movement in greater proportion to that normally prevailing for the use in the particular	The operation would not appear to create excessive traffic compared to other allowed uses such as greenhouses or schools, but the

zoning district.	applicant should speak to how traffic will be minimized.
Not involve uses, activities, processes, materials, equipment or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of noxious or offensive production of noise, smoke, fumes, glare, vibration, odor or traffic.	The proposed use has the potential to be detrimental to neighboring properties if it is not well managed. The applicant should speak to the methods that will be used to prevent negative impacts on neighboring properties.

**Section 21.07: Criteria For Site Plan Approval:**

The Planning Commission shall use the following criteria in evaluating a site plan submittal:

1. Whether the required information has been furnished in sufficiently complete and understandable form to allow an accurate description of the proposed use(s) and structure(s) in terms of density, location, area, height, bulk, placement, setbacks, performance characteristics, parking, and traffic circulation.
2. Whether there are ways in which the configuration of uses and structures can be changed which would improve the impact of the development on adjoining and nearby properties, persons, and activities, and on the community, while allowing reasonable use of the property within the scope of district regulations and other regulations of this Ordinance that are applicable to the property and proposed use and structures.
3. The extent to which natural features and characteristics of the large trees, natural groves, watercourses, and similar will be preserved; the regard given to existing natural features that would add attractiveness to the property and environs if they were preserved; the preservation of natural drainage systems the dedication and/or provision, where appropriate, of scenic easements, natural buffering, and other techniques for preservation and enhancement of the physical environment.

**STAFF RECOMMENDATION:**

A Type II Special Use Permit requires approval from the Township Board. Staff is recommending that the Planning Commission provide a positive recommendation to the Township Board regarding the commercial composting operation, with the following conditions:

1. The applicant complies with the Township Engineer letter dated May 15, 2023, and all necessary permits are obtained before construction begins.
2. Record the stormwater maintenance agreement.
3. Any work within the right-of-way receives approval from KCRC and a driveway permit is obtained.
4. The applicant registers with the EGLE Material Management Division (EGLE MMD), and provides a copy of the Compost Site Management Plan to the Township. The operation must comply with all standards, rules, and regulations of EGLE MMD registered compost operations.
5. The site continues to meet all the special use requirements of Section 17.07(2)(t) of the zoning ordinance. This includes the requirement that the applicant return to the Planning Commission for an annual review for a minimum of two years after receiving the special land use permit, and thereafter at the discretion of the Planning Commission, and that the applicant shall keep an inventory log showing the amount of composting intake and the total composting output, which shall be

provided to the Planning Commission at the annual review and as otherwise requested by the Township.

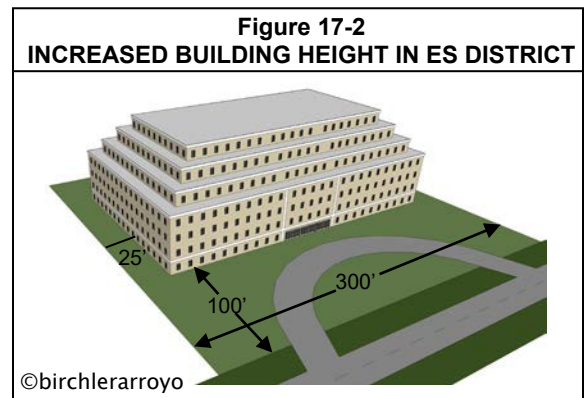
ATTACHMENTS:                   Standards of Section 17.07.2.t.  
  Application  
  Site plan  
  Township Engineer letter  
  EGLE Isolation Distance Information

# Chapter 17 Special Uses

- 2) Due to the lower topography for some of the properties along I-96, a taller building may be allowed by the Township but in no case shall the height of the building exceed 72 feet or be more than 48 feet above the height of I-96 whichever is less. For purposed of determining the elevation of the highway, the highest point of the highway that is adjacent to the eligible property, will be used. For the eligible property the pre-development elevation will be used. Both elevations will be determined based on the Cascade Township REGIS system.
- 3) The application for special land use approval shall include a visual impact analysis, prepared by the applicant, which includes graphic depiction of the anticipated visual appearance of the building from important vantage points in the surrounding area. Methods used in preparing the analysis shall be reviewed and approved by the Planning Director.
- 4) In order to increase the height of the building beyond 48 feet, an elevated setback will be required. Elevated setbacks create a stepped facade, helping maintain light and air space and reduce the impact of building height on pedestrian and vehicular environments. The increased setback shall be an additional ten (10) feet in the front, side, and rear yards for each ten (10) feet of additional height or for each story, which ever is less. See Figure 17-2.
- 5) Increased height shall not be in conflict with any Federal Aviation Administration regulations.
- 6) The Planning Commission may require modifications to exterior building materials and architectural features to result in greater building articulation.
- 7) The Planning Commission shall determine the appropriate height allowance based on one or more of the following incentives provided:
  - i. Civic Space Incentive: Civic space may be in the form of plazas, squares, greens or parks that provide space for community gathering. Civic spaces may provide landscaping, seating, lighting, public art

or a water feature, and be oriented to the public realm.

- ii. Energy Efficient Design: The project may be constructed utilizing a nationally recognized green building rating system. Owners or developers applying for the special land use shall identify the system chosen at the time of application and shall provide quarterly updates that identify progress.
- iii. Roof Top Uses Incentive: The applicant may provide access and use by utility providers, including the Township for communications antennae.



- iv. Low Impact Development Incentive: The applicant may provide best management practices for drainage, such as green roofs, pervious pavement, bioswales, or others, to minimize discharge or result in zero discharge from the site.
- v. Streetscape Incentive: The project may incorporate entry features in the form of decorative street lighting and landscaping to match those along 28th Street within the Cascade Township Downtown Development Authority.
- vi. Other Incentives: The applicant may present to the Township other incentives which help mitigate any real or perceived impact of additional building height.

**t. Commercial composting operations with associated limited retail and wholesale trade of material created on the premises.**



# Chapter 17 Special Uses

- 1) Minimum parcel size shall be 10 acres in the ARC and FP zoning districts and 2 acres in the I zoning district. Operational areas (buildings, composting areas, material storage, etc.) in the ARC and FP districts shall be located a minimum of 150 feet from property lines and 250 feet from adjacent residential dwellings. Operational areas in the I zoning district must meet the setback requirements of that district and shall also be located a minimum of 250 feet from adjacent residential dwellings.
- 2) Operational areas shall be visually screened from neighboring parcels with a screen consisting of berming, fencing, and/or vegetation buffer if the operational areas are within 400 feet of a residential parcel.
- 3) The operation must be registered with the Michigan Department of Environment, Great Lakes and Energy - Material Management Division (EGLE MMD) within one year of commencing operations. The operation must comply with all other applicable federal, state, and local laws, rules and regulations. The operation must comply with all standards, rules, and regulations of EGLE MMD registered compost operations.
- 4) When located in the ARC or FP districts, operational areas are limited to 30% of the total area of the parcel and 50% of the total area of the parcel must be kept natural, landscaped, or used for agriculture.
- 5) Equipment operation and receiving or distribution of materials, including retail/wholesale sales, may only occur between the hours of 7:00am to 9:00pm.
- 6) The use shall comply with all applicable Township and local Ordinances, regulations and standards including, but not limited to, the Township Noise Ordinance, stormwater regulations and lighting regulations.
- 7) The applicant must return to the Planning Commission for an annual review for a minimum of two years after receiving the special land use permit, and, thereafter, at the discretion of the Planning Commission. The applicant shall keep an inventory log showing the amount of Composting Intake and the total composted output, which shall be provided to the Township Planning Commission at the annual review and as otherwise requested by the Township.
- 8) An operation located on a parcel 20 acres or less in size in the ARC or FP districts is limited to 3,000 cubic yards of intake material and 3,000 cubic yards of output material per year. Facilities exceeding 3,000 cubic yards of intake and/or output per year may be permitted at the discretion of the Township, but must be located on a parcel that exceeds 20 acres in size, or in the I district.
- 9) An operation may have a maximum of 4,500 cubic yards of compost/composting intake/finished compost on site at any one time, with no more than 1,000 cubic yards being composting intake. Greater volume may be allowed at the discretion of the Township for operations located in the I district or on parcels 20 acres or more in size in the ARC or FP districts.
- 10) The facility must take reasonable action to mitigate the potential of odor leaving the site, such as using negative aeration systems or other common industry methods for odor mitigation. Such odor mitigation methods are subject to review and approval of the Township through the special land use approval process. The site shall be kept neat and clean and there shall be no noxious odors or garbage affecting neighboring properties.
- 11) In the case of vermiculture, the species of worms that may be used are limited to red wiggler (*Eisenia fetida*), red worms (*lumbricus rubellus*), and other species that are native to Michigan, at the discretion of the Township.
- 12) All machinery and equipment, except for motor vehicles and trailers used in the conduct of business, shall be stored within a completely enclosed building. Motor vehicles and trailers shall be stored indoors, out-of-view when not in use for longer than a two-week period.
- 13) Retail and wholesale sales on the premises to the general public shall be limited to material created on the site.



# Chapter 17 Special Uses

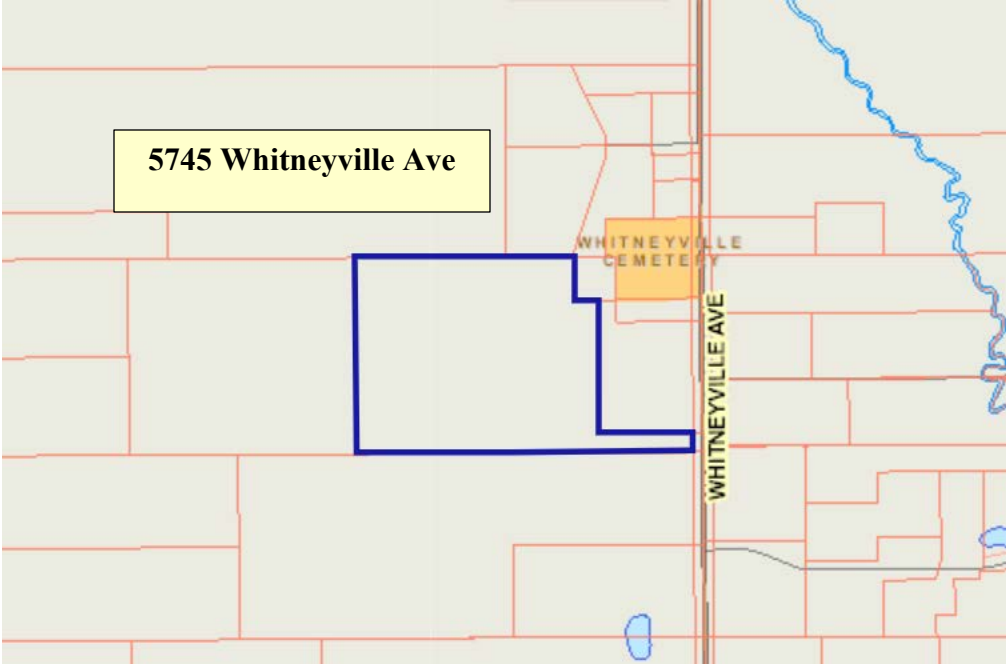
- 14) If waste from sorting exceeds one (1) cubic yard per month, that sorting process must be located in the Industrial (I) zoning district.
- 15) All Composting Intake material must be covered or stored so that it is contained and protected from wildlife and leaving the site.



Definitions  
General Provisions  
Development Review

Zoning Districts  
Special Uses  
Planned Unit Development

Height, Area, & Placement  
Parking & Access  
Landscaping





# CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids,  
Michigan 49546-7140

## PLANNING & ZONING APPLICATION

**APPLICANT:** **Name:** Luis Chen  
**Address:** 2067 Swensberg Ave NE, Grand Rapids MI 49505  
**City & Zip Code** Grand Rapids MI 49505  
**Telephone:** 616-322-1677  
**Email Address:** luis@thewormies.com

**OWNER: \* (If different from Applicant)**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City & Zip Code:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**NATURE OF THE REQUEST: (Please check the appropriate box or boxes)**

- |                                     |                             |                          |                                 |
|-------------------------------------|-----------------------------|--------------------------|---------------------------------|
| <input type="checkbox"/>            | Administrative Appeal       | <input type="checkbox"/> | Administrative Site Plan Review |
| <input type="checkbox"/>            | Deferred Parking            | <input type="checkbox"/> | P.U.D. – Rezoning *             |
| <input type="checkbox"/>            | P.U.D. – Site Condominium * | <input type="checkbox"/> | Rezoning                        |
| <input checked="" type="checkbox"/> | Site Plan Review *          | <input type="checkbox"/> | Sign Variance Subdivision       |
| <input checked="" type="checkbox"/> | Special Use Permit          | <input type="checkbox"/> | Plat Review *                   |
| <input type="checkbox"/>            | Zoning Variance             | <input type="checkbox"/> | Other: _____ *                  |

**\* Requires an initial submission of 5 copies of the completed site plan**

**BRIEFLY DESCRIBE YOUR REQUEST:\*\***

This request is for a Type II Special Use Permit and Site Plan Review for Wormies LLC commercial composting operation. The property is located in the ARC zoning district, which allows for commercial composting operations. Attached narrative describing the proposed operation and site plan in accordance to Chapter 21 of the zoning ordinance and stormwater ordinance.

(\*\*Use Attachments if Necessary)

**-SEE OTHER SIDE-**

**LEGAL DESCRIPTION OF PROPERTY\*\*:**

Property is situated in the Township of Cascade, County of Kent, State of Michigan.  
Property address 5745 Whitneyville Ave SE, Alto MI 49302. This property may be located  
within the vicinity of farmland or a farm operation. Generally accepted agricultural and  
management practices which may generate noise, dust, odors and other associated  
conditions may be used and are protected by the Michigan Right to Farm Act

(\*\*Use Attachments if Necessary)

**PERMANENT PARCEL (TAX) NUMBER:** 41-19 -35-300-053

**ADDRESS OF PROPERTY:** 5745 Whitneyville Ave SE, Alto MI 49302

**PRESENT USE OF THE PROPERTY:** Agriculture

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR  
EQUITABLE INTEREST IN THE PROPERTY:**

<b>Name(s)</b>	<b>Address(es)</b>
<u>Luis Chen</u>	<u>2067 Swensberg Ave NE</u>
<u>Sarah Yost</u>	<u>2067 Swensberg Ave NE</u>

**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.*

*I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)*

\_\_\_\_\_  
Owner – Print or Type Name  
(\*If different from Applicant)

\* \_\_\_\_\_  
Owner's Signature & Date  
(\*If different from Applicant)

Luis Chen  
Applicant – Print or Type Name

  
Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU

# Wormies Compost Site- Type II Special Use Site Plan

## Type II Special Use Site Plan Approval

Narrative and Site Plan included in this application demonstrates how the proposed operation will meet the special use design standards found in Section 17.07 of the Cascade Township zoning ordinance amendment that was approved by the Township to allow (subsection section 17.07 t) commercial composting with associated limited retail and wholesale trade of material created on the premises as a special use.

### Narrative and Proposed Use

The property is 13.47 acres located at 5745 Whitneyville Road in the ARC (Agricultural Rural Conservation) zoning district, which allows for commercial composting operations involving limited retail and wholesale trade of material created on the premises. The proposed Wormies Compost Site will provide a properly designed space for compost production and provide a rich soil amendment for soil health and landscaping use and will meet the special use design standards found in Section 17.07 of the Cascade Township zoning ordinance. The compost site will register with the Michigan Department of Environment, Great Lakes and Energy- Material Management Division (EGLE MMD) after township approval of the site plan. EGLE registration requires that the operation follows best management practices to minimize noise, odor and dust production, does not cause a nuisance to neighbors, and protects compost wastewater from entering the groundwater and surface waters.

Planned development timeline is May to December 2023 for all composting operation areas.

The barn, which is planned for equipment storage, utility storage and bathroom area, will be completed by November 2025

Operational areas (buildings, composting areas, material storage, etc.) meet setback requirements and area coverages and are further than 400 feet of the nearest residential parcel. 16% of property space will be used for composting activities.

	Acres	SqFt or ft	%	Maximum Allowed	Minimum Allowed	Proposed Use
Total parcel area	13.4	583,836 SqFt	100	N/A	10	
Operational areas (buildings compost areas, material storage, etc.)		93,410 SqFt	16	30%		
Natural areas (landscaped or agriculture)		339,040 SqFt	58		50%	
Front, side & rear yard building setbacks or agricultural buildings and structures		150ft			150 ft from property lines; 250 ft from adjacent dwelling	
Max building height		150ft		35ft		
Hoop House		5,040 Sq Ft	<1			Operations & Curing
Barn		1,200 Sq Ft	<1			Storage & Maintenance
Asphalt compost pad		6,784 Sq Ft	1			
Concrete parking pad		1,320 Sq Ft	<1			

Wormies is more than a conventional composting operation. Most of the space in the property will be regenerated with the goal of having natural ecosystems that increase the biodiversity in the property and benefit Wormies composting process and finished products. Its composting operation is considerably low intensity compared to conventional composting operations and not limited to composting but also micro-hauling, manufacturing of soil blends, growing of biodynamic accumulators, compost tea application service, consulting and education. Wormies' operation possesses a low risk of nuisance such as odor, noise, dust, traffic and pests.

The first phase of composting will occur within a covered aerated static pile (CASP) system on an engineered surface comprised of 6 inches of asphalt overlaying a compacted base of engineered fill. This type of construction makes rainfall runoff and compost material management efficient throughout the year and ensures that the entire facility is accessible in all weather conditions. All-weather access provided by an engineered surface facilitates compost management without gravel entering the streams and promotes the quick drainage of runoff waters from beneath the compost piles.

Drainage structures will convey water away from the piles and direct it to a lined catchment area or collection basin. The lined catchment area (no outlet and no groundwater discharge) with volume capacity for a 100 year 24-hour storm is proposed to catch compost leachate or "wastewater" from the composting pad. The stormwater from the other proposed structures and paved parking of the site will be directed around and beyond the compost pad and lined catchment basin to infiltrate and flow overland to the stormwater retention pond in the SW, also designed for a 100 year 24-hour storm. The proposed retention pond and stormwater will not disturb the existing the wetland on the adjacent property to the NW and the compost pad is at least 200 feet from the surface water/wetland (as required by the EGLE compost site regulations). The water table at the location of the proposed retention pond should be at least 18" below the retention pond and at least 4' below the asphalt compost pad.

The compost pad surface is sloped at 1-2% to facilitate runoff between bays. Site operators will regularly inspect the pad surface to manage the water runoff. The engineered, impervious compost pad and compost "wastewater" catchment basin pond meets the requirements for composting as required by the Michigan Department of Great Lakes, Environment and Energy (EGLE). The proposed compost pad, typical CASP system stormwater design calculations are shown in site plan sheets 2,3 and 4.

- The compost site is designed for a capacity of 250 cubic yards per month (3,000 cubic yards per year) of incoming feedstock material, and a total of 4,500 cubic yards of active composting on site at one time.
- The following site features are shown on the site plan:
  - o 6,784 square foot asphalt pad for receiving, mixing and pre-processing in a covered aerated static pile (CASP) system
  - o 5040 square foot hoophouse/greenhouse for vermiculture, compost curing and finished compost distribution and sales
  - o 1200 square foot enclosed pole barn for equipment storage and maintenance. Motor vehicles and trailers can also be stored in the pole barn when not in use.
  - o 6 parking spaces for employees on the gravel and 4 for visitors with one handicap space on the engineered concrete;
  - o 1179 square foot (surface area) lined detention pond with 2849 cubic feet volume of storage capacity.
  - o Site access is secured with a gate, which will be accessible to emergency service vehicles.
  - o Barn will have a restroom and a septic system will be installed.
  - o A water well will be drilled for potable water, equipment and compost operations.
  - As required by the Fire Marshall, a water tank of adequate volume can be

o Landscape management strategy - letting a rotation of cover crops and wildflowers grow, which will be periodically mowed and harvested for compost material.

o Overhead electrical will be installed with Consumers Energy for site lighting, hoophouse and pole barn electrical needs and to power the CASP aeration fans.

- Downcast lighting is proposed around the pole barn.
- All parking and loading areas utilized during darker hours will be artificially illuminated to a minimum level of 0.5 foot candles and a maximum level of five (5) foot candles, with one (1) foot candle the level of average illumination. Lighting fixtures shall be designed and arranged to:
  - Deflect light away from adjacent properties and streets.
  - Not be more than 20 feet above the parking surface and shall be shrouded to prevent glare.
  - Allow a reduction of the amount of artificial light during other than normal parking hours.
- o Traffic will come from site's main entrance, through the gate and onto the compost receiving pad. Incoming material will be from Wormies vehicles or pre-approved contractors only to minimize the level of contamination or inappropriate loads. It is estimated that no more than 10 vehicles will enter and exit the site each day for composting operations.

o Incoming material will be unloaded on Receiving Area of the asphalt pad, mixed with a loader and then loaded into the CASP system.

-Incoming material is made up of food waste, wood waste, yard waste and herbivorous manures. The custom mix of materials (recipe) allows for optimal composting environment:

- Carbon to Nitrogen Ratio of 30:1
- Moisture Content between 55% and 60%
- Bulk Density between 900 lbs/CY and 1200 lbs/CY
- Feedstock such as food waste is received and processed immediately after receiving by mixing it with carbon material such as wood waste.
- Any obvious contaminants will be removed from the feedstock before loading into the bays. Contamination will not exceed 1 cubic yard per month and will be placed in the dumpster located on the pad.
- Mixing will occur on the pad toward the middle of the site and on days when winds are low to minimize any odor, noise or dust impact downwind.
- Prevailing winds are from the NW. Even though odors strong enough to travel outside the compost area are not usual, a windsock will be installed to ensure that material mixing does not occur at a time that winds blow towards the adjacent neighbors.
- The mixture is placed into the CASP composting bays for pre-processing with forced aeration technology for 21 days.
- The material in the CASP rows will meet the time and temperature requirements, with adequate moisture levels of 50% to actively compost. The use of temperature and moisture content probes can be used to monitor piles. To keep the moisture content to an optimal range, windrows will be watered using water from the detention pond. The volume of water in the detention pond is anticipated to be used on a regular basis to water the piles, and watering can be supplemented with well water as needed.
- After approximately 21 days, the pre-composted material is then removed from the bays and laid into vermiculture windrows 8' W x 2-4' H x various lengths to finish the compost using red wiggler worms (*Eisenia fetida*).
- The windrows are monitored and managed for the next 8-12 months and then screened to extract the worm castings. The screened "overs" will be reintroduced into the windrows for further processing. Waste from the process will be minimal.
- The finished material is screened and stored in the greenhouse for distribution and sales.

### Hours of Operation:

7:00 am through 9:00 pm for operation. receiving and distribution of materials, including retail/wholesale sales.

### Equipment to be used:

- Skidsteer
- Tractor
- Trommel soil screener
- Truck and trailer
- Soil mixer

### Planned Staffing and Training:

- Mechanic 0.10 FTE (Full-Time Equivalent)
- Site and equipment operator 0.25 FTE
- Coordinator/supervisor 0.10 FTE

Luis Chen, owner of Wormies, and site supervisor, has completed the US Composting Council's Compost Operator Training to gain compost operations manager certification as recommended by EGLE and will plan to train future site operators or send to training, future site operators.

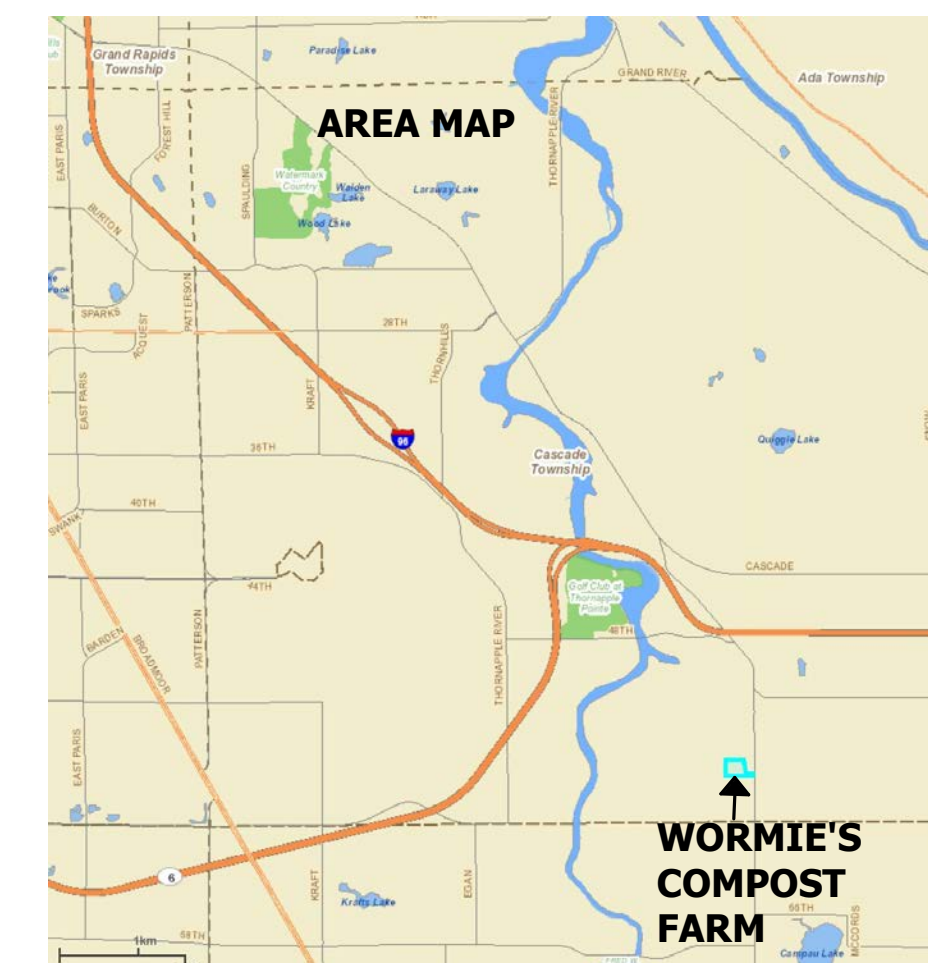
### Other Permits/Approvals:

As soon as Wormies gains Cascade Township Special Use Site Plan approval, Wormies will submit an application to Michigan Department of Great Lakes, Environment and Energy (EGLE) for compost site registration, which is required for a compost site larger than of 200 cubic yards. Wormies will obtain necessary permits and approvals for soil erosion and sedimentation control permit, water supply well, septic, electrical and site lighting, entrance sign and access drive. Wormies is working with Consumers Energy to locate electrical pole and install electrical service to the site.

No other approvals or permits are known at this time.

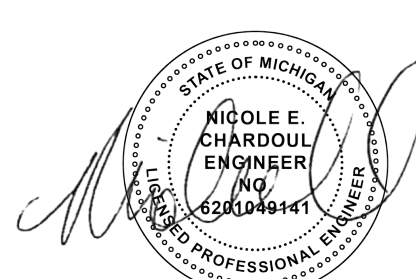


### Site Management Plan:

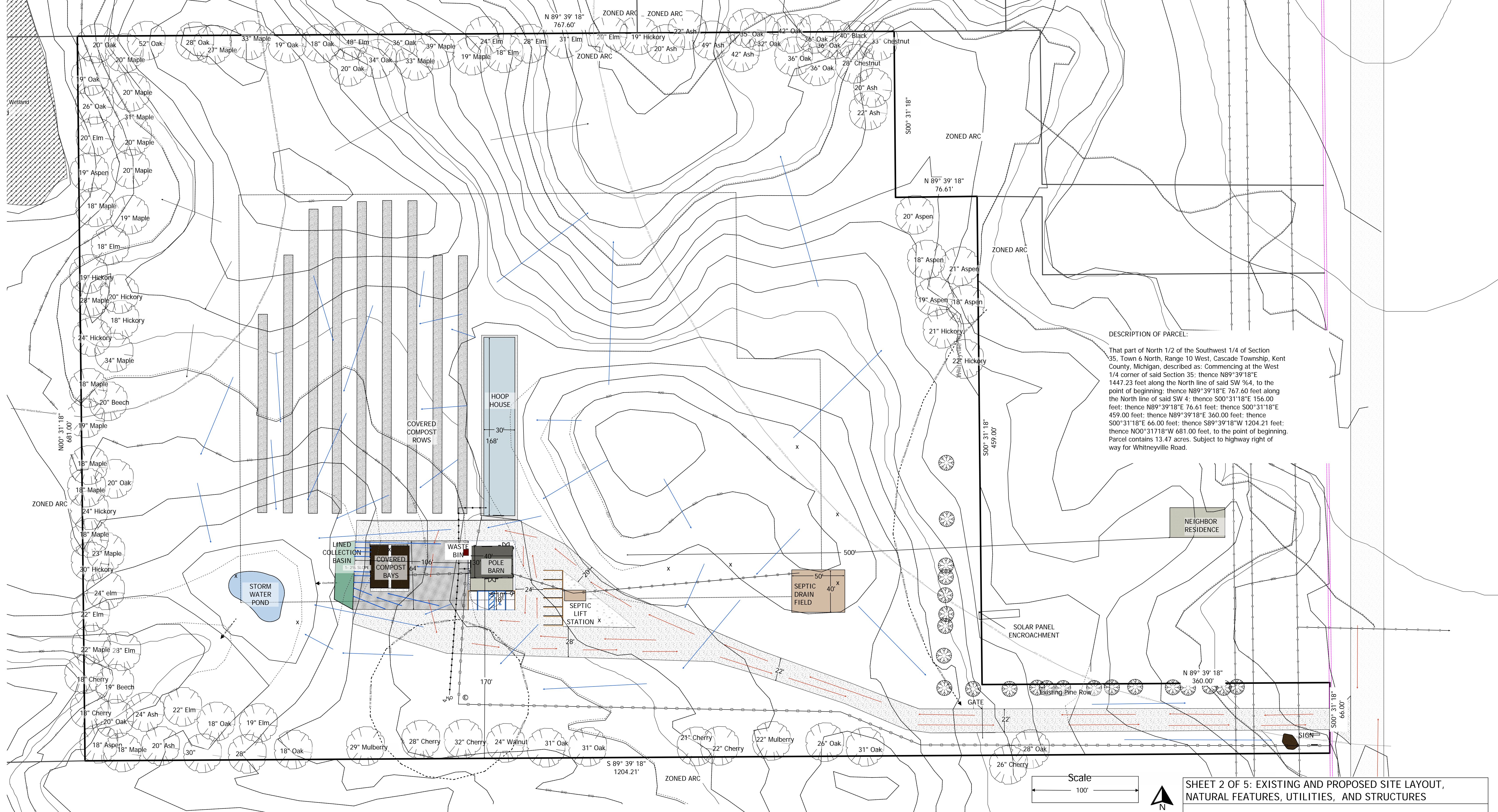
A comprehensive compost site management plan (CSMP) will be developed after Township site plan approval with specific standard operating procedures for staffing, managing, and monitoring the incoming materials and piles; site, pond and equipment maintenance; as well as and troubleshooting for odor, noise and dust.



### Description of Parcel:

That part of North 1/2 of the Southwest 1/4 of Section 35, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section 35; thence N89°39'18"E 1447.23 feet along the North line of said SW ¼, to the point of beginning; thence N89°39'18"E 767.60 feet along the North line of said SW 4; thence S00°31'18"E 156.00 feet; thence N89°39'18"E 76.61 feet; thence S00°31'18"E 459.00 feet; thence N89°39'18"E 360.00 feet; thence S00°31'18"E 66.00 feet; thence S89°39'18"W 1204.21 feet; thence N00°31'18"W 681.00 feet, to the point of beginning. Parcel contains 13.47 acres. Subject to highway right of way for Whitneyville Road.

SHEET 1 OF 5
SHEET 1: COVER SHEET, USE DESCRIPTION, AREA MAP
SHEET 2: EXISTING AND PROPOSED SITE LAYOUT, NATURAL FEATURES, UTILITIES, AND STRUCTURES
SHEET 3: STRUCTURE DETAILS AND ELEVATIONS, ENTRANCE SIGN DETAIL, LIGHTING SPECS
SHEET 4: STORMWATER CALCULATIONS AND DRAINAGE DESCRIPTION
SHEET 5: PHOTOMETRIC PLAN
Wormie's Compost Farm Design 5745 Whitneyville Rd, Alto, Michigan 49302 Prepared by: Nicole E. Chardoul, Youssef Darwich April 18, 2023
  



DESCRIPTION OF PARCEL:  
 That part of North 1/2 of the Southwest 1/4 of Section 35, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section 35; thence N89°39'18"E 1447.23 feet along the North line of said SW ¼, to the point of beginning; thence N89°39'18"E 767.60 feet along the North line of said SW 4; thence S00°31'18"E 156.00 feet; thence N89°39'18"E 76.61 feet; thence S00°31'18"E 459.00 feet; thence N89°39'18"E 360.00 feet; thence S00°31'18"E 66.00 feet; thence S89°39'18"W 1204.21 feet; thence N00°31'18"W 681.00 feet, to the point of beginning. Parcel contains 13.47 acres. Subject to highway right of way for Whitneyville Road.

SHEET 2 OF 5: EXISTING AND PROPOSED SITE LAYOUT, NATURAL FEATURES, UTILITIES, AND STRUCTURES

Wormie's Compost Farm Design  
 5745 Whitneyville Rd,  
 Alto, Michigan 49302  
 Prepared by: Nicole E. Chardoul, Youssef Darwich  
 April 18, 2023

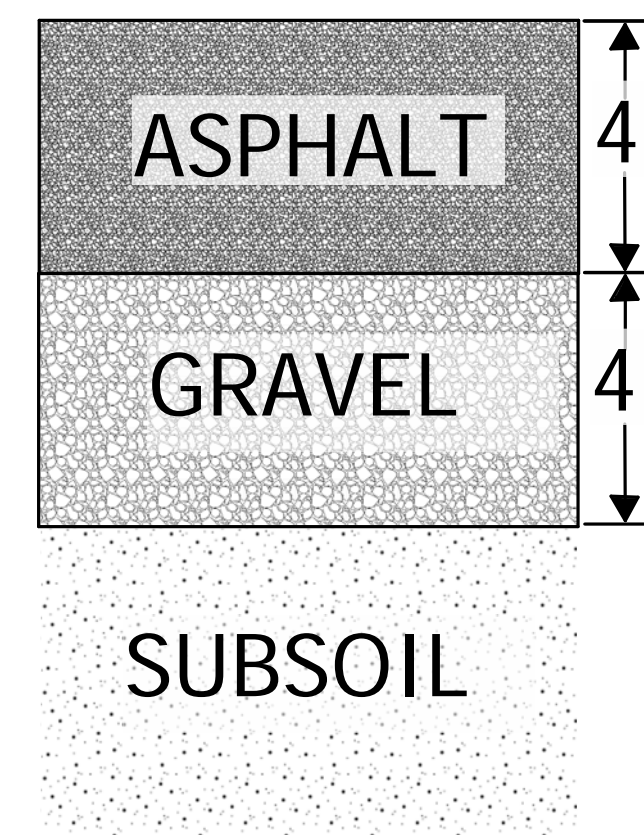
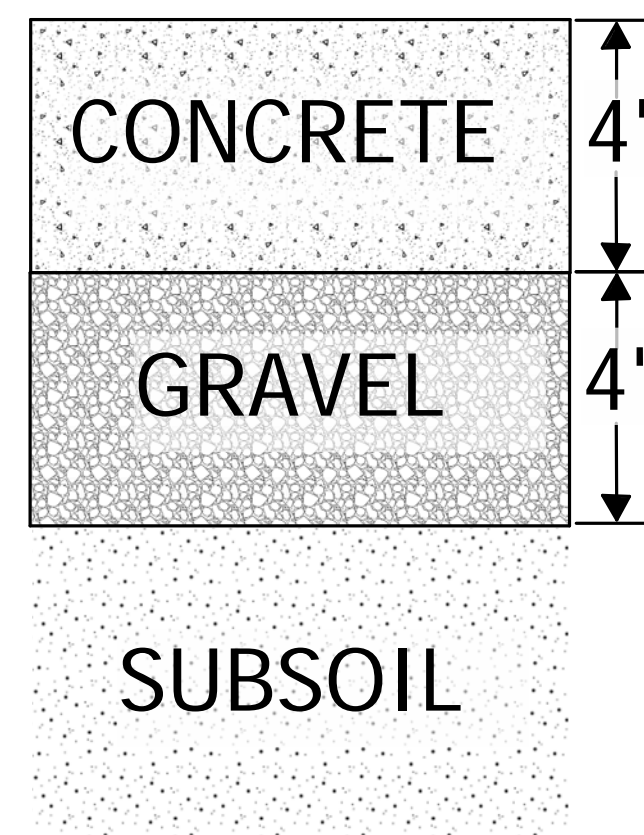
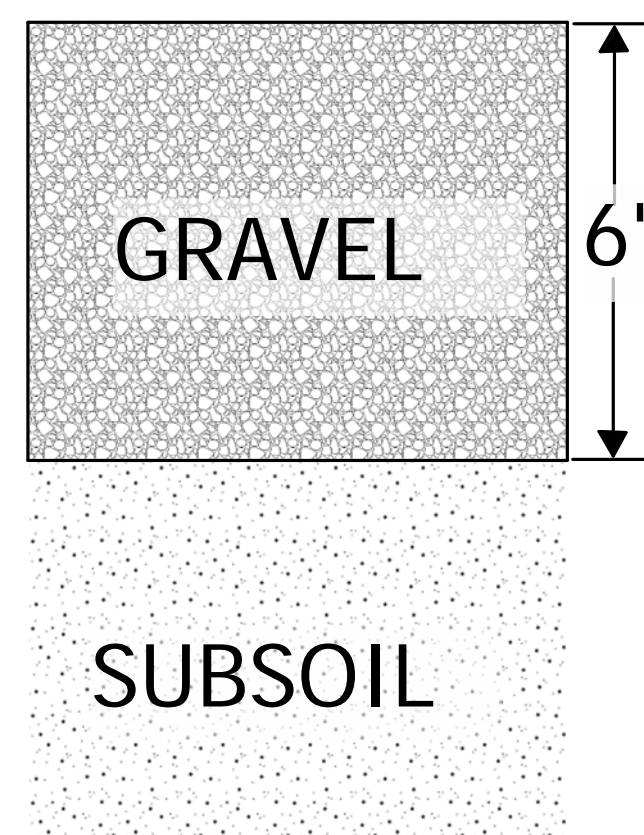
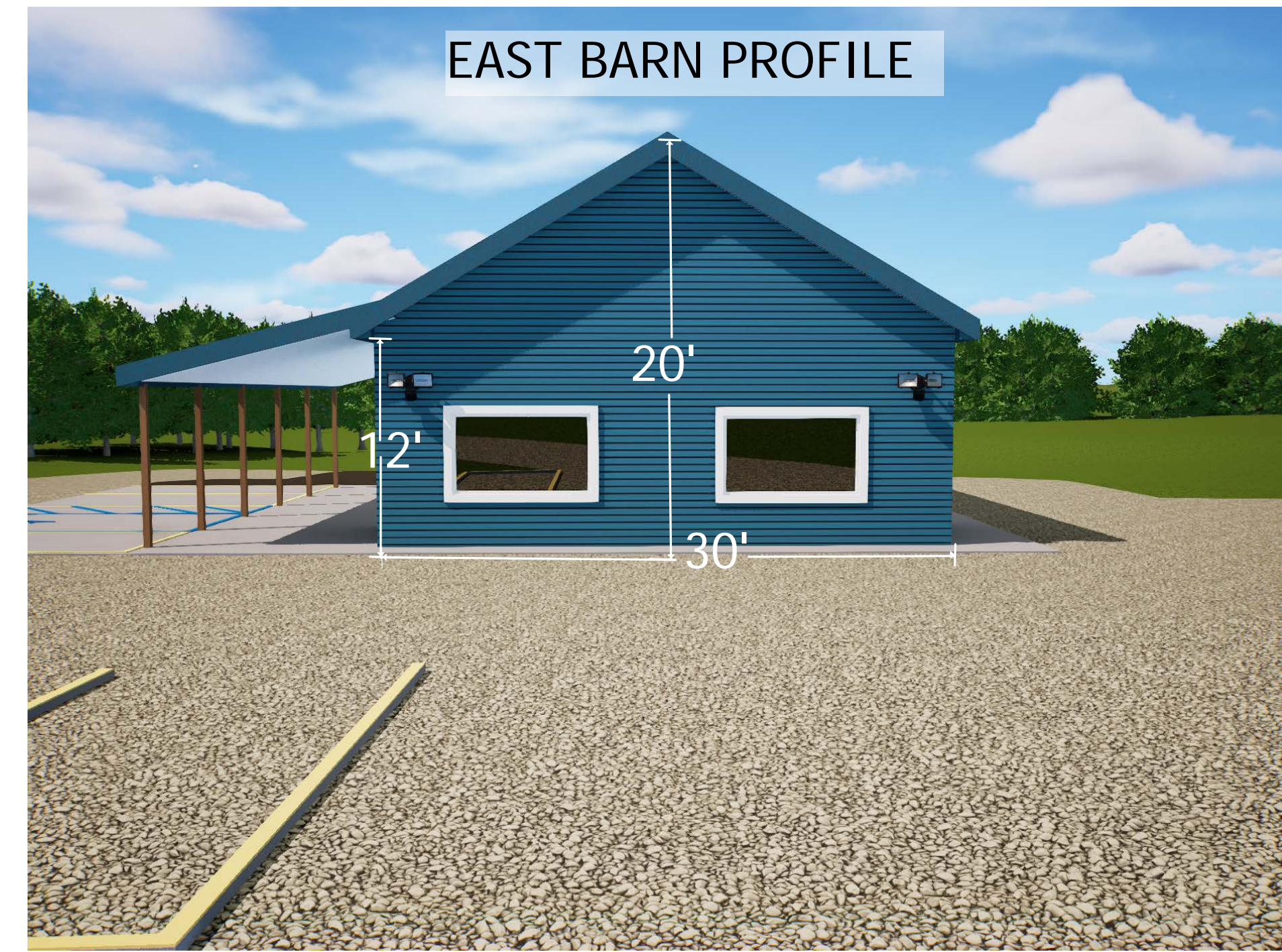
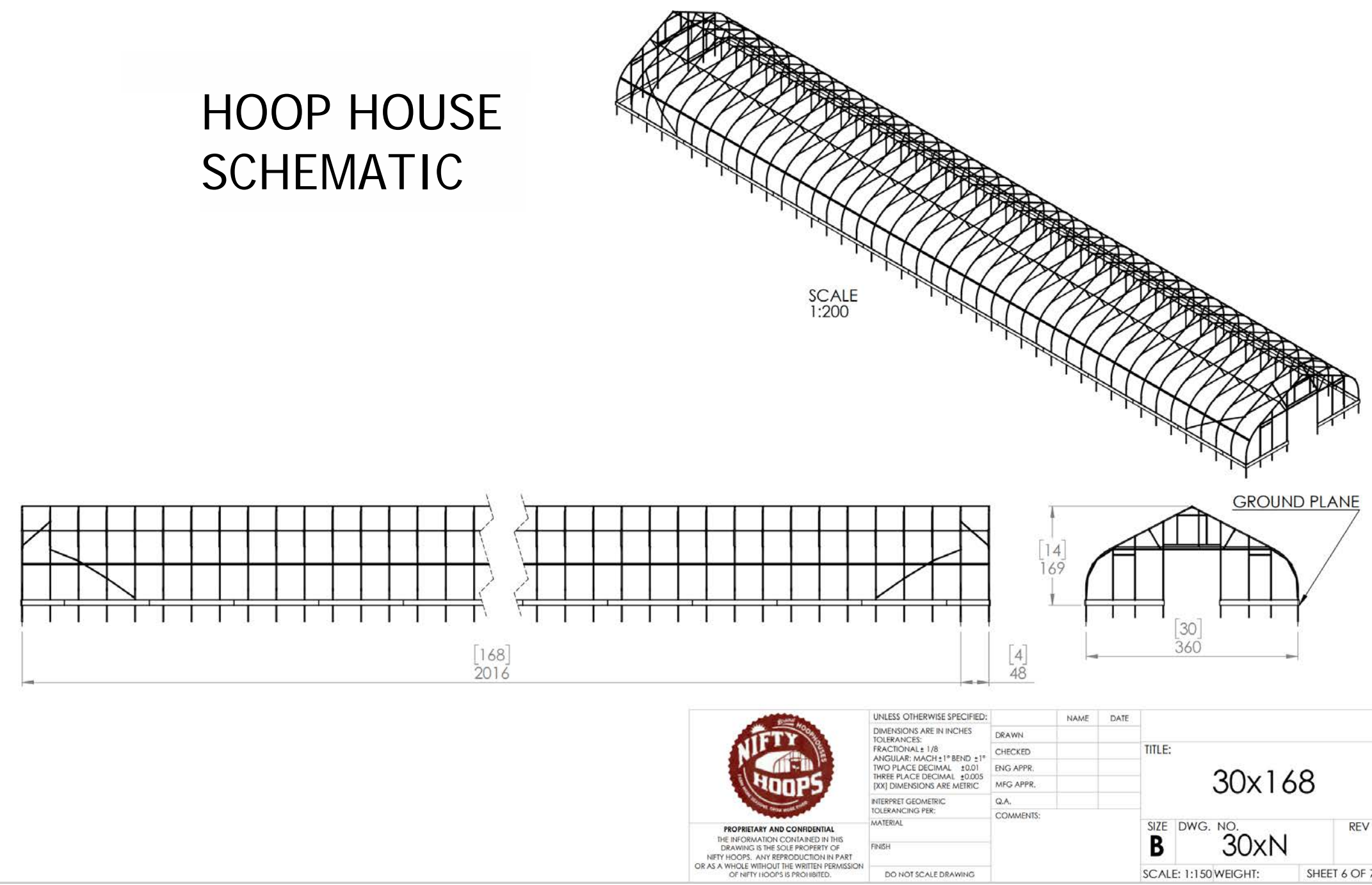


**Legend**

- |                       |                 |                      |                          |
|-----------------------|-----------------|----------------------|--------------------------|
| Property Line         | ADA Parking     | Electrical           | Existing Trees           |
| 150' Property Buffer  | New Contours    | ATT Lines            | Proposed Well            |
| 800' Well Buffer      | ADA Parking     | Water Line           | Temporary Electric Panel |
| 250' Residence Buffer | Right of Way    | Type III Well Buffer | Soil Boring Locations    |
| 200' Wetland Buffer   | Traffic Flow    | SEPTIC               |                          |
| Existing Contours     | Stormwater Flow | Emergency overflow   |                          |

Scale 100'

HOOP HOUSE SCHEMATIC



GROUND CROSS SECTIONS

Installation Specifications for Pad Construction

**Topsoil Stripping:** Remove all organic materials down to a depth of at least 12 inches  
**Subgrade Undercutting:** After excavation and undercutting to required depth, it shall be evenly graded and recompacted to not less than 95% of the soil's maximum unit weight.  
**Subgrade (Fill Material to bring pad "to grade"):** Non-organic soil suitable with engineering characteristics suitable to achieve 95% compaction of maximum unit weight and to support overlying base material to specified compaction, placed in loose layers not more than 8 inches and not less than 4 inches. Each layer placed shall be compacted separately to the required level of compaction.  
**Base Course:** compacted base course with a minimum thickness of 6 inches shall be placed on the compacted subgrade and beneath the slab. The base course shall consist of granular material (sand, gravel, crushed stone, or sand/gravel mix). A geotextile liner may be included below the subbase.  
**Compost Pad Material:** 4 inches of hot mix asphalt (HMA) applied in two layers, a 2 inch base course and a 2 inch wearing course. Recycled asphalt pavement (RAP) may be substituted for a

SHEET 3 OF 5: STRUCTURE DETAILS AND ELEVATIONS, ENTRANCE SIGN DETAILS AND ELEVATIONS, ENTRANCE SIGN DETAIL, LIGHTING SPECS

Wormie's Compost Farm Design  
 5745 Whitneyville Rd,  
 Alto, Michigan 49302  
 Prepared by: Nicole E. Chardoul, Youssef Darwich  
 April 18, 2023



### Drainage Narrative

The operational areas of the 13.47-acre parcel naturally drains to the low area in the SW corner of the site. The proposed work involves construction of a new impervious composting pad of approximately 6,784 square feet and two new structures.

#### Existing Drainage:

The stormwater runoff from the existing undeveloped site is directed toward the low area in the SW corner of the site, with a small area directed to the NE corner of the site and another small area directed to the NW corner of the site. The proposed composting operational areas all occur in the watershed area where the stormwater flows to the SW corner.

#### Proposed Stormwater Management:

A lined catchment area (no outlet and no groundwater discharge) with volume capacity for runoff from a 100 year 24-hour storm is proposed to catch compost leachate or "wastewater" from the composting pad. The pond will be 3 feet deep with a 12" freeboard and will have a volume capacity of 2,300 cubic feet.

The asphalt compost pad will be constructed at a 1-2% slope to the west to allow the stormwater from the pad to be directed to the lined catchment basin and the edges of the pad will be constructed as sloped impervious ditches to allow the stormwater runoff from the pad to be directed to the lined catchment area. A raised edge or curb along the sides of the pad will prevent stormwater from other areas of the site to enter the ditch or compost pad. The impervious pad and catchment area meets the MI Department of Environment Great Lakes and Energy (EGLE) compost site stormwater management requirements when processing cannabis plant waste and also meets EGLE Water Resources Division requirements for compost leachate management. The lined catchment area will prevent groundwater discharge of the compost leachate wastewater. The water collected in the catchment area will be recirculated back to the compost piles to keep optimal moisture levels in the piles. If the water in the catchment area exceeds the need for compost pile watering, it will be pumped out and hauled for proper disposal.

The stormwater from the other proposed structures and paved parking of the site will be directed around and beyond the compost pad and lined catchment basin to infiltrate and flow overland to the to the stormwater retention pond in the SW. The pond will be 5 feet deep with a 12" freeboard and will have a volume capacity of 2,000 cubic feet. The soil type of 36C-Filer Loam should allow adequate infiltration.

### Installation Specifications for Lined Catchment Basin and Compost Pad Ditch

Topsoil Stripping: Remove all organic materials down to a depth of at least 12 inches

Subgrade Undercutting: After excavation and undercutting to required depth, it shall be evenly graded and recompacted to not less than 95% of the soil's maximum unit weight.

Clay Base Placement: The impermeable clay layer shall be placed as directed in the bottom of the basin in loose layers not more than 6 inches and not less than 4 inches. The material shall be compacted to 90% of its maximum unit weight with kneading compaction (sheepsfoot roller).

Alternately, the basin can be lined with a geotextile liner consisting of a minimum 30-mil thickness geomembrane overlying a structurally stable foundation to support the liners and the contents, or a high density polyethylene geomembranes at least 60-mil thick to allow for proper welding, or an alternative design approved by the township or county water resources board.

Vegetation: Clear debris and all stone greater than two (2) inches in diameter from planting areas. Level finish grades to eliminate small depressions. Roll the finished surface with spiked roller to eliminate soil clods. Kill any volunteer vegetation with "Round-up" herbicide seven (7) days before all seeding operations. Spread stockpiled or new topsoil and seed with seed mixes as shown on plan. Drill seeding is required for all permanent seed matrices to ensure direct soil-seed contact. No seed will be planted with more than 1/4-inch soil cover. Apply straw at a rate of 1500 lbs/acre to all seeded areas. Secure straw with crimping implement. Install erosion control blanket to all shallow channels.

Drainage Assumptions	
Design Return Period (years) =	100
Design Storm Duration, d (hours) =	24
Design Storm Duration, d (min) =	1440
Pond Depth (ft) =	3
Pond Side Slope =	3 to 1
Freeboard (inches) =	12

Area Analysis (lined catchment area for compost pad):				
	A (square feet)	A (acres)	C	AC
<b>Type of Drainage Area</b>	Drainage Area (square feet)	Drainage area (acres)	Rational runoff coefficient	
Compost Pad (asphalt)	6,784	0.16	0.95	0.14795
<b>Runoff Coefficient (C):</b>				
C avg = AC total / A total			0.95	
Lined Catchment Area/Basin Volumes (Q = C * I * A):				
	C avg	I (*)	A total	
		Rainfall intensity (inches per hour)	Drainage area (acres)	
		0.95	0.261	0.16
Q = Peak Discharge (acre-in/hr) =	0.039			
Q (cf per second) =	0.039			
Peak Discharge (cf over 24-hr) =	3,366			
Lined Catchment Area/Basin Volumes Provided:				
Volume = 0.33 H (A1 + A2 + (A1*A2)/0.5)	Elevation	Area (SF)	Volume (CF)	Incremental (CF)
	807.0	1,387	1,186	3,036
	806.0	1,019	850	1,850
	805.0	708	570	1,000
	804.0	453	346	430
	803.0	255	84	84
Volume (with 12" of freeboard)=				3,364

### Installation Specifications for Pad Construction

The relatively high moisture content of the surficial cohesive soils are likely in close proximity to their respective plastic limits. Therefore, these soils may become unstable under repeated loading from construction equipment. The subgrade should not be exposed to prolonged periods of precipitation to prevent the subgrade from becoming unstable. We recommend earthwork operations be performed during the predominantly drier summer months.

Topsoil Stripping: Remove all organic materials down to a depth of at least 12 inches

Subgrade Undercutting: After excavation and undercutting to required depth, it shall be evenly graded and recompacted to not less than 95% of the soil's maximum unit weight.

Subgrade (Fill Material to bring pad "to grade"): Non-organic soil suitable with engineering characteristics suitable to achieve 95% compaction of maximum unit weight and to support overlying base material to specified compaction, placed in loose layers not more than 8 inches and not less than 4 inches. Each layer placed shall be compacted separately to the required level of compaction.

Base Course: compacted base course with a minimum thickness of 6 inches shall be placed on the compacted subgrade and beneath the slab. The base course shall consist of granular material (sand, gravel, crushed stone, or sand/gravel mix). A geotextile liner may be included below the subbase.

Compost Pad Material: 4 inches of hot mix asphalt (HMA) applied in two layers, a 2 inch base course and a 2 inch wearing course. Recycled asphalt pavement (RAP) may be substituted for a portion of the new material required to produce the HMA mixture.

Area Analysis (stormwater retention basin):				
	A (square feet)	A (acres)	C	AC
<b>Type of Drainage Area</b>	Drainage Area (square feet)	Drainage area (acres)	Rational runoff coefficient	Rational runoff coefficient (adjusted for sheet flow over lawn)
Structures	6,240	0.14	0.95	0.70
Concrete parking	1,320	0.03	0.95	0.70
<b>Total</b>	<b>7,560</b>	<b>0.17</b>		<b>0.12149</b>
<b>Runoff Coefficient (C):</b>				
C avg = AC total / A total			0.70	
Retention Volumes (Q = C * I * A):				
	C avg	I (*)	A total	
		Rainfall intensity (inches per hour)	Drainage area (acres)	
	0.70	0.2613	0.17	
Q = Peak Discharge (acre-in/hr) =	0.032			
Q (cf per second) =	0.032			
Peak Discharge (cf over 24-hr) =	2,764			
Retention Volumes Provided:				
Volume = 0.33 H (A1 + A2 + (A1*A2)/0.5)	Elevation	Area (SF)	Volume (CF)	Incremental (CF)
	802.0	1,179	935	1,752
	801.0	842	690	1,507
	800.0	562	441	817
	799.0	338	247	376
	798.0	171	110	129
	797.0	60	20	20
Volume (with 12" of freeboard)=				2,849

\* Source: <https://hdsc.nws.noaa.gov/hdsc/pfds> Used rainfall over 24 hours for a 100-year storm at Grand Rapids International Airport

### Retention Pond Seed Mix

- Andropogon gerardii (Big Blue Stem): 4.000 lbs/acre
- Panicum virgatum (Prairie Switch Grass): 0.500 lbs/acre
- Sorghastrum nutans (Indian Grass): 4.500 lbs/acre
- Spartina pectinata (Prairie Cord Grass): 0.250 lbs/acre
- Avena sativa (Seed Oats): 48.000 lbs/acre
- Elymus canadensis (Prairie Wild Rye): 1.000 lbs/acre
- Lolium multiflorum (Annual Rye): 10.000 lbs/acre

NOAA Atlas 14, Volume 8, Version 2 GRAND RAPIDS INTL AP  
 Station ID: 20-3333  
 Location name: Grand Rapids, Michigan, USA\*  
 Latitude: 42.8825°, Longitude: -85.5239°  
 Elevation: 803 ft\*\*  
 \* source: ESRI Maps  
 \*\* source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypausk, Dale Umuhl, Michael Yelso, Geoffrey Bonnis

NOAA, National Weather Service, Silver Spring, Maryland  
[PF\\_tabular | PF\\_graphical | Maps & aerials](#)

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) <sup>1</sup>										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
<b>5-min</b>	0.306 (0.261-0.347)	0.352 (0.306-0.408)	0.442 (0.383-0.514)	0.522 (0.448-0.610)	0.638 (0.524-0.785)	0.733 (0.541-0.908)	0.832 (0.628-1.06)	0.938 (0.696-1.23)	1.08 (0.729-1.47)	1.26 (0.771-1.85)
<b>10-min</b>	0.439 (0.362-0.508)	0.515 (0.448-0.597)	0.648 (0.561-0.753)	0.764 (0.656-0.893)	0.934 (0.767-1.14)	1.07 (0.851-1.33)	1.22 (0.919-1.55)	1.37 (0.975-1.80)	1.59 (1.07-2.15)	1.76 (1.14-2.41)
<b>15-min</b>	0.535 (0.406-0.619)	0.628 (0.547-0.728)	0.790 (0.684-0.918)	0.932 (0.800-1.09)	1.14 (0.935-1.39)	1.31 (1.04-1.62)	1.49 (1.12-1.89)	1.67 (1.19-2.20)	1.94 (1.30-2.62)	2.15 (1.39-2.94)
<b>30-min</b>	0.801 (0.698-0.928)	0.941 (0.819-1.09)	1.18 (1.02-1.37)	1.39 (1.20-1.63)	1.70 (1.40-2.08)	1.95 (1.55-2.42)	2.21 (1.67-2.82)	2.49 (1.77-3.27)	2.88 (1.93-3.90)	3.18 (2.06-4.37)
<b>60-min</b>	1.06 (0.919-1.22)	1.24 (1.07-1.43)	1.55 (1.34-1.80)	1.83 (1.57-2.14)	2.24 (1.84-2.74)	2.58 (2.05-3.20)	2.94 (2.22-3.75)	3.32 (2.36-4.37)	3.86 (2.60-5.23)	4.29 (2.77-5.86)
<b>2-hr</b>	1.31 (1.15-1.50)	1.53 (1.34-1.76)	1.92 (1.67-2.21)	2.26 (1.96-2.63)	2.79 (2.30-3.39)	3.21 (2.57-3.96)	3.66 (2.79-4.65)	4.15 (2.96-5.43)	4.84 (3.29-6.52)	5.39 (3.53-7.35)
<b>3-hr</b>	1.45 (1.27-1.66)	1.69 (1.48-1.93)	2.11 (1.84-2.43)	2.50 (2.17-2.89)	3.08 (2.57-3.75)	3.57 (2.87-4.39)	4.09 (3.13-5.18)	4.65 (3.36-6.07)	5.45 (3.73-7.32)	6.10 (4.01-8.27)
<b>6-hr</b>	1.69 (1.49-1.92)	1.96 (1.73-2.23)	2.45 (2.15-2.80)	2.91 (2.53-3.34)	3.60 (3.02-4.36)	4.19 (3.39-5.13)	4.82 (3.72-6.07)	5.52 (4.02-7.16)	6.51 (4.50-8.69)	7.31 (4.86-9.86)
<b>12-hr</b>	1.95 (1.73-2.20)	2.25 (1.99-2.55)	2.81 (2.48-3.19)	3.33 (2.91-3.79)	4.13 (3.49-4.97)	4.82 (3.93-5.87)	5.56 (4.33-6.96)	6.38 (4.89-8.22)	7.55 (5.27-10.0)	8.50 (5.71-11.4)
<b>24-hr</b>	2.22 (1.98-2.49)	2.56 (2.28-2.88)	3.18 (2.83-3.59)	3.77 (3.31-4.26)	4.66 (3.97-5.58)	5.43 (4.47-6.53)	6.27 (4.92-7.80)	7.19 (5.34-9.20)	8.51 (6.00-11.2)	9.58 (6.51-12.7)
<b>2-day</b>	2.55 (2.28-2.84)	2.91 (2.61-3.25)	3.59 (3.20-4.02)	4.22 (3.73-4.74)	5.19 (4.44-6.16)	6.02 (4.98-7.23)	6.92 (5.47-8.53)	7.90 (5.92-10.0)	9.32 (6.84-12.2)	10.5 (7.18-13.8)
<b>3-day</b>	2.81 (2.53-3.12)	3.18 (2.86-3.54)	3.87 (3.46-4.31)	4.51 (4.05-5.05)	5.49 (4.72-6.37)	6.34 (5.27-7.57)	7.26 (5.77-8.91)	8.26 (6.23-10.4)	9.71 (6.96-12.6)	10.9 (7.52-14.3)
<b>4-day</b>	3.04 (2.74-3.36)	3.41 (3.07-3.78)	4.11 (3.68-4.56)	4.75 (4.23-5.31)	5.75 (4.96-6.76)	6.60 (5.50-7.86)	7.53 (6.00-9.20)	8.54 (6.46-10.8)	9.99 (7.20-13.0)	11.2 (7.75-14.6)
<b>7-day</b>	3.58 (3.24-3.94)	4.00 (3.61-4.41)	4.75 (4.27-5.25)	5.43 (4.85-6.03)	6.47 (5.57-7.53)	7.34 (6.15-8.66)	8.26 (6.84-10.0)	9.29 (7.08-11.6)	10.7 (7.79-13.8)	12.6 (8.53-15.5)
<b>10-day</b>	4.07 (3.69-4.47)	4.54 (4.14-4.98)	5.35 (4.83-5.89)	6.08 (5.45-6.73)	7.16 (6.20-8.28)	8.06 (6.77-9.45)	9.01 (7.25-10.9)	10.0 (7.66-12.5)	11.5 (8.35-14.7)	13.0 (8.87-16.3)
<b>20-day</b>	5.56 (5.07-6.05)	6.16 (5.61-6.71)	7.18 (6.51-8.84)	8.04 (7.28-8.83)	9.27 (8.04-10.5)	10.2 (8.64-11.8)	11.2 (9.26-13.4)	12.3 (9.45-15.0)	13.7 (10.1-17.3)	14.8 (10.5-19.0)
<b>30-day</b>	6.85 (6.26-7.42)	7.57 (6.92-8.22)	8.75 (7.96-9.53)	9.73 (8.80-10.6)	11.1 (9.62-12.5)	12.1 (10.2-13.9)	13.1 (10.7-15.5)	14.2 (12.1-17.3)	15.5 (11.5-19.5)	16.6 (11.9-21.2)
<b>45-day</b>	8.52 (7.82-9.20)	9.40 (8.61-10.2)	10.8 (9.85-11.7)	11.9 (10.8-13.0)	13.4 (11.6-15.0)	14.5 (12.3-16.5)	15.6 (12.7-18.2)	16.6 (13.9-20.0)	17.9 (13.3-22.3)	18.8 (13.6-24.0)
<b>60-day</b>	9.97 (9.17-10.7)	11.0 (10.1-11.8)	12.6 (11.5-13.6)	13.8 (12.5-15.0)	15.4 (13.4-17.1)	16.5 (14.1-18.7)	17.6 (14.4-20.5)	18.6 (14.5-22.4)	19.8 (14.8-24.6)	20.7 (15.0-26.3)

<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

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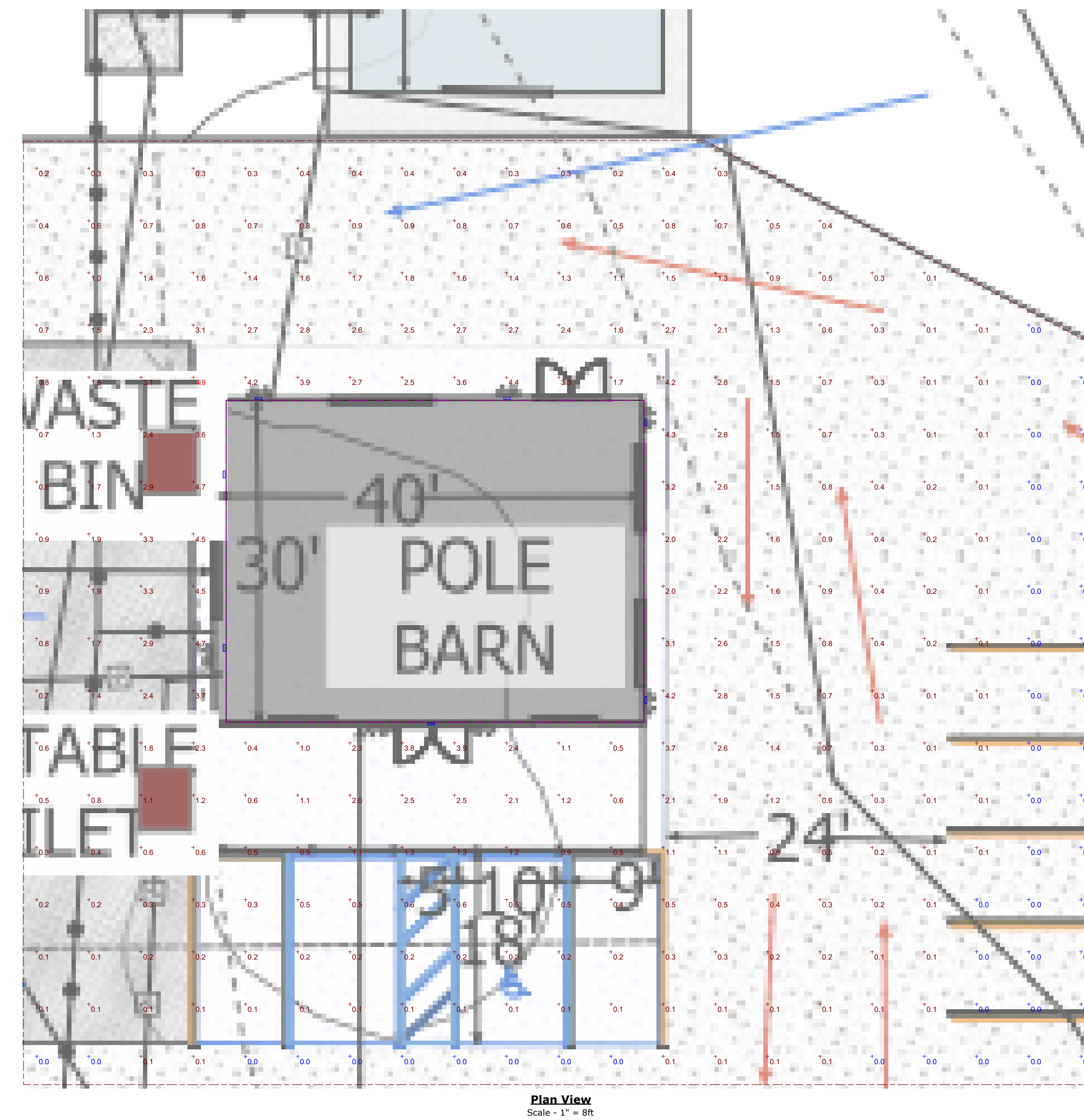
#### PF graphical

#### SHEET 4 OF 5: STORMWATER CALCULATIONS AND DRAINAGE DESCRIPTION

Wormie's Compost Farm Design  
 5745 Whitneyville Rd,  
 Alto, Michigan 49302  
 Prepared by: Nicole E. Chardoul, Youssef Darwich  
 April 18, 2023

Schedule											
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
WPX	WPX		7	Lithonia Lighting	WPX1 LED P1 40K Mvolt	WPX1 LED wallpack 1500lm 4000K color temperature 120-277 Volts	1	1568	1	11.47	 Max: 701cd

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.0 fc	4.9 fc	0.0 fc	N/A	N/A



**WORMIES, LLC**

**PROJECT PROPOSAL FOR CASCADE TOWNSHIP  
PLANNING COMMISSION**

April 18, 2022



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## **Introduction**

Wormies is a regenerative agricultural business focusing on composting with worms. The worms are fed, in part, food scraps from local residents. The food waste is mixed with carbon sources and passes through stages of hot composting, vermicomposting with worms, and finally harvesting. The finished product is sold as worm castings or blended into craft soil mixes or liquid soil amendments.

Worm castings are highly valued by organic gardeners and farmers due to their beneficial microbiology that promotes plant growth and soil fertility. Worm poop is odorless and safe for pets, people and the environment. It is pH-neutral.

Wormies is a purpose-driven company that believes these services are essential in improving the health of our communities, including our living ecosystems. By managing valuable resources such as food waste, Wormies is able to cycle nutrients back into the soil to grow plants that are nutrient dense and healthier for consumers.

Wormies composting operation is not only a solution that helps neutralize the effect of carbon dioxide emissions from landfills, but it also removes carbon dioxide and methane emissions from landfills but also removes carbon dioxide from the atmosphere and sequesters it for longer periods of time. This is considered a carbon-negative business.

## **History, recognitions & awards**

Luis Chen started Wormies in 2018 with the vision to create the healthiest soil while providing a better solution for waste management. Up until 2021, Wormies operations were located in Jenison, Georgetown Township at Trillium Haven farm, which is adjacent to a residential subdivision. For 4 years Wormies operated without causing any nuisance to the neighborhood and serving as an attraction and educational space for the residents. (Please see attached letters of reference from our Trillium neighbor and Georgetown Township.) In 2020 our landlord sold the property to the township and we continued to rent the space from Georgetown Township. We moved out of the property due to the township's decision to use the land for wetland conservation purposes.



Over the past 4.5 years Wormies has been recognized and awarded for the quality of the finished products, its composting service, and for the innovation of its business model.

- 2022 Nextcycle MI, MICROS Grant
- 2022 Nextcycle MI, Market Development Grant
- 2021 NextCycle MI FLOWS Awardee and Showcase Winner
- 2021 Nominated as a finalist for GRBJ Newsmaker of the Year Award in the category of Sustainability
- 2020 Start Garden 5x5 winner
- 2019 Start Garden 100 Ideas winner
- 2018 Partners Worldwide startup idea winner
- 2018 US Composting Council mentorship award with Rodale Institute

**Site development at 5745 Whitneyville Ave SE, Alto MI (Cascade Township)**

Wormies, following discussions with Township officials, purchased this 13 acre property to move its operation and to develop the infrastructure for it. To that end Wormies secured a grant from the state of Michigan for \$365,000.

It is important to note that Wormies is more than a conventional composting operation. Most of the space in the property will be regenerated with the goal of having natural ecosystems that increase the biodiversity in the property and benefit Wormies composting process and finished products.

Natural Ecosystem upgrades -Wormies plans to make the following changes to the property:

- Biodiversity pond with biofiltration
- 2 acres of pollinator habitats NRCS
- 1 acre total of trees will be added
- 4 acres for biodynamic accumulator crops
- 1/2 acre educational garden and orchard



- 2 acre tree line to remain intact and managed

Infrastructure:

- 0.27 acre (12,000 sqf) driveway
- 0.23 acre (10,000 sqf) of hoophouses and barn
- 0.08 acre (3,600 sqf) feedstock pad bays
- 2 acre (87,000 sqf) for worm rows. That's only 1 acre of windrows with the space we leave in between.

16% of property space will be used for composting activities.

[Click here for aerial view rendering on youtube](#)





## **Regulations and guidelines**

This type of facility is regulated by both the Township and the Michigan Department of Environment, Great Lakes and Energy - Material Management Division (EGLE MMD) and also requires their approval. A package of legislation relating to composting has passed the Michigan House of Representatives and is awaiting action by the State Senate. Wormies plans to satisfy those requirements as well as the requirements in Michigan Administrative Code Rule R 299.4121, as applicable, EGLE guidance, and MCL 324.11521. Other State requirements for this type of facility include:

- Register with the EGLE MMD.
- Conduct compost under controlled conditions.
- No compost water discharges into groundwater or surface water.
- Don't create nuisance.
- Compost material application will be done at agronomic rates.
- Inventory controls to ensure material is not kept on site for longer than is appropriate.
- Report volumes on a yearly basis.
- Annual \$600 registration fee.

Further, Wormies plans to adhere to the requirements of MCL 324.11521, even if they do not apply to Wormies' operations including:

1. Operations will be at least the following distances from each of the following features:
  - (A) 50 feet from a property line.
  - (B) 200 feet from a residence.
  - (C) 100 feet from a body of surface water, including a lake, stream, or wetland.
  - (D) 2,000 feet from a type I or type IIA water supply well.
  - (E) 800 feet from a type IIB or type III water supply well.
  - (F) 500 feet from a church or other house of worship, hospital, nursing home, licensed day care center, or school, other than a home school.
  - (G) 4 feet above groundwater.
2. Finished compost with not more than 1%, by weight, of foreign matter that will remain on a 4 millimeter screen.
3. Prevents the pooling of water by maintaining proper slopes and grades.
4. Properly manages stormwater runoff.
5. Does not attract or harbor rodents or other vectors.
6. Maintains, and makes available to EGLE, all of the following records:
  - (A) Records identifying the volume of compostable material accepted and the volume of compostable material and of compost transferred off-site each month.



(B) Records demonstrating that the composting operation is being performed in a manner that prevents nuisances and minimizes anaerobic conditions, including, unless otherwise approved by EGLE, records of carbon-to-nitrogen ratios, the amount materials received in tons or cubic yards, temperature readings, moisture content readings, and lab analysis of finished products.

Wormies is currently seeking approval from Cascade Township to develop and operate a “Medium Composting Facility” as defined in the pending legislation. This will be accomplished by amending the Township’s Zoning Ordinance to either: (1) provide that vermicompost operations fall within the definition of “agricultural;” (2) provide that properties zoned agricultural may operate a vermicompost operation with special use approval; or (3) rezone Wormies’ property to some other newly created zone in which vermiculture is permitted.

Before Wormies will renew its operations, it will register with the State and seek approval of a petition to approve its operation as proposed as well. We understand that the Planning and Zoning process will take some time and that the EGLE process should be faster as EGLE is already familiar with Wormies’ process and that is why we are starting with the Planning Commission first.

Michigan.gov released a “Composting Operation Training Guidebook”.

[https://www.michigan.gov/documents/deq/deq-oea-compostoperatorguidebook\\_488399\\_7.pdf](https://www.michigan.gov/documents/deq/deq-oea-compostoperatorguidebook_488399_7.pdf)

This is one of the resources Wormies has used through its years of operation. In this guidebook composting operations are classified by capacity and sizing into three categories and recommendations are given: low, medium and high intensities. 3,000 cy annual per acre of composting material for low intensity to 8,000 cy for high intensity.

EGLE has confirmed to us that this type of facility would be allowed to have up to 1,000 cy of food waste on site in its active composting phase, a period of 3-6 months.

Wormies’ operation is below the low threshold for intensity at a maximum of 2,500 cy per year in a 13 acre property, thereby greatly diminishing the risk of nuisance.



## **Wormies composting site in comparison to conventional composting sites**

### Site biodiversity

Wormies composting operation incorporates permaculture principles to manage and regenerate the natural resources on the property. By increasing the biodiversity in the site Wormies provides a better habitat for its worms and increases the availability of beneficial organisms to work in the composting process. Through the NRCS programs WORMIES will be allocating 2 acres for pollinator habitats. Trees, shrubs and biodynamic accumulator crops will be grown on the property. This approach also helps to mitigate the risk of pests, smells and the pooling of water. Most commercial composting facilities use a bare plot and large acreage similar to a monoculture type of agriculture.

### Yard clippings

Wormies does not offer composting of yard clippings. This makes the operation considerably smaller when compared to other facilities and also avoids the need for large equipment to manage the material. Also avoids traffic of vehicles onto the property.

### Size of piles

Most composting facilities accumulate large amounts of feedstock in windrows over 6-8 ft tall to benefit from economies of scale. Wormies hot composting system and worm windrows have a maximum height of 4 ft. It makes it easier to manage with small equipment and mitigates the risk of anaerobic conditions that cause smells.

Wormies maximum processing capacity is targeted at 2,400 cy per year, a small amount easily manageable and with a low risk of nuisance given all the controls and protocols in place. To put it in perspective, neighboring farms in Cascade Township are allowed and do in fact have active compost piles of 5,000 cubic yards.

For your reference Country Oaks composting operation located at 3218 E Atherton Rd, Burton, MI 48529. Considered a high intensity operation, they compost 17,000 cubic yards of material per year. They have been operating for over 15 years in a residential subdivision with its closest residential neighbor less than 200 ft from their site. They use similar negative aeration technology to what Wormies uses for its active composting phase. They were recently featured in this [article](#). (See Appendix A)



### Micro-hauling model

Wormies is the only company in Kent County offering a micro-hauling solution for residential collection of food waste for composting purposes. Wormies recommends that its sources provide food-preparation waste, not post consumption waste. Wormies requires that its larger sources (restaurants) provide only preparation, pre-consumption plant waste. Most composting facilities and haulers focus on hauling large quantities of material or yard waste due to their efficiencies of scale. Wormies focuses on micro-hauling of 5 gal sizes per residential customer while other composting facilities offer 30 gal or 65 gal carts per residence which can be too big for the needs of one household. On average each household produces 5 gal of food waste per week.

### Vermicomposting

The utilization of worms in the composting process at Wormies is an extra step that most composting facilities do not have. Once the material is passed through the gut of the worm it's naturally neutralized and pelletized, becoming odorless and pH-neutral.

### Wormies is not a monoculture of composting windrows



Wormies is not a dump site



Wormies is not a facility with large loud machinery

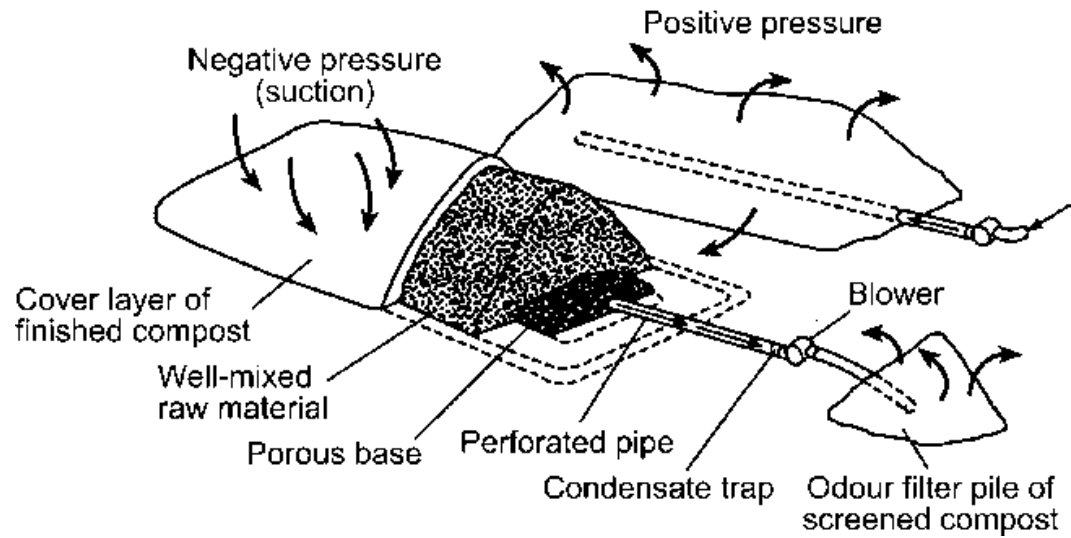


Wormies is not a facility with high volume tall windrows



## Wormies composting system and technologies

1st. Thermophilic composting using ASP with negative aeration for at least 21 days.  
Material is contained in enclosed bays.



2nd. Vermicomposting with worms in windrows for at least 8 months.



### 3. Screening and bagging equipment



### **Risk and Nuisance Controls**

1. ASP Negative Aeration system sucks in the oxygen and any potential odors from the active piles and directs it through pipes into a carbon filter pool.
2. Active composting phase is at least 21 days. We do not turn the active piles until day 21 at least. Diminishing the risk of smells.
3. Piles are monitored daily for temperature, moisture content, particle size, oxygen content and diffusion. Ensuring aerobic conditions are present and decreasing the risk of smells.
4. Feedstock receipt protocol. On collection days we will receive between 1 to 10 cubic yards of food waste. A very small amount that allows us to manage and mix our recipe with carbon particles quickly in under 20 minutes. We do not accept or process feedstock that are already putrid or with an unmanageable foul smell. And we are able to enforce this protocol through our micro-hauling activities. We do not process large amounts of yard waste and it is not in our business model to receive large amounts of yard waste.
5. Active compost piles are located over 200 ft distance from neighboring houses. Greatly diminishing the risk of nuisance.
6. Thick vegetation buffers surround all our 2 acre composting areas. It helps to intercept and filter particulate matter that may contain odorous compounds.



7. Active composting area is sheltered and surrounded by trees, a hoophouse, and on a low surface point in the property. This greatly diminishes the risk for potential odors to travel with the wind.
8. Active piles are capped with a layer of aged or finished compost or fine aged wood chips. This prevents odors from escaping the piles.
9. Composting areas are designed with drainage so runoff water is managed to prevent odorous puddles from forming.
10. Our composting recipe consists of at least 40% carbon, that carbon is mostly woodchips, sawdust or leaves which allows for all the nitrogen sources to dissipate and adhere to the carbon particles quickly. Preventing anaerobic conditions with the risk of odor.
11. Initial active phase of composting (thermophilic) is done in bays keeping the material contained and sheltered. This diminishes the risk of pests. Though those are already deterred by the temperature that the piles reach and the insulation cap that we place on the material.
12. Wormies finished product, aka worm castings, vermicompost or worm manure is odorless. It provides no risk of nuisance in comparison to the manure of other farm livestock.
13. Wormies avoids post-consumer food waste, including animal parts (bones and meats). This decreases the risk of pests and odor nuisance.

### **Growth Plan**

January to December 2022:

- 15 cy/month food waste collection
- Max of 200 cy of active composting material on site at a time.
- Using 20,600 sqf (½ acre) area for active and matured compost
- Develop the infrastructure for the new site will allow to increase the capacity to process value added products

January to December 2023:

- 75 cy/month food waste collection



- 1000 cy active composting on site
- Using 103,000 sqf (2.3 acres) area for active and matured compost

January to December 2024:

- Upon the success of the site we will pursue the development of a second location near Holland

### **Community engagement and education**

Wormies is all about creating community around the idea of composting. Pickup service customers receive a share of the finished product to close the loop or they can opt to donate their share of finished compost to Wormies community garden partners.

Every growing season Wormies organizes donation events at community gardens in the area and delivers finished compost on behalf of customers. Some of the gardens and organizations Wormies has partnered with include: Mary Free Bed YMCA, Our Kitchen Table, MLK Freedom School, SECOM, Dwelling Place and many more!

Wormies offers educational workshops and events throughout the year on various topics including composting and soil health. Wormies has been part of Meijer Gardens educational programming for the past 3 years. In 2021 Wormies co-founded the 1st Michigan Compost Cup and Symposium that attracted over 75 soil nerds from all over the state.

Wormies offered consulting for Delta College, GVSU, Ada Christian School and many farms in West Michigan.

To promote awareness around composting and soil health Wormies partners with community leaders and organizations, such as Kent County Department of Public Works, West Michigan Sustainable Business Forum, Michigan Recycling Coalition, GR Public Schools, Urban Agriculture Committee, Kent County Food Policy Council, Climate Crisis Coalition, West Michigan Growers Group and others.

### **Current customers in Cascade Township:**

6995 Bridge Water Dr SE, Sarah Klemm  
802 Dogwood Meadows, Jennifer Whyte  
841 Dogwood Meadows, Dale Bowman  
2300 Buttrick Ave SE, Nicole Cruz



3157 Howlett Dr, SE, Rachell Babbit  
3279 Hidden Hills Ct SE, Laura Vaughn  
7170 Artisan Woods SE, Jessa Challa  
6940 Bridgewater Dr SE, Sandy Van Brouwer  
6399 Cascade Pointe Dr SE, Leslie Stolz  
2300 Christine Ct SE, Kelly Bowen Burke  
Thomett Stables  
Mary Free Bed YMCA

Plus another dozen served through the sales of products and consulting service.

### **Team**

Wormies continues to grow due to the commitment of a strong leadership team and our team of consultants.

Luis Chen - Founder & CEO

Certified Compost Facility Operator by the US Composting Council. Member of the Soil Food Web Institute. Former 12 year career as a forensic auditor. Board member of the West Michigan Growers Group. Board member of the Young Farmers Coalition.

Jim Yost - Development Partner

A former science teacher, specializing in environmental studies. Leads operations and compliance, biochar, and educational outreach.

Chandler Michalsky - Living Soil Director

Craft organic grower specializing in no-till and living soil methods. Oversees all soil blends operations and product innovation including bokashi and recipes for soil blends and teas.

Sarah Yost - Brand and Marketing

UX specialist and digital artist specializing in small business and non-profit branding, web design and marketing. Graduate of Boston University's Center for Digital Imaging Arts.

Consultants:

- O2 Compost
- EarthFort Labs
- NextCycle



- Start Garden
- Spring GR

### **Wormies proposal to Cascade Township Planning Commission**

Wormies, LLC appreciates the time and consideration of the planning commission to allow Wormies to operate at 5745 Whitneyville Ave SE as an agricultural activity with its main focus on composting as a “Medium Composting Facility” based on permitting and approval from EGLE MMD. Wormies has the funding to succeed and provide an enriching experience for the neighbors and possesses the team, qualifications and experience to do so. Its composting operation is considerably low intensity compared to conventional composting operations and not limited to composting but also micro-hauling, manufacturing of soil blends, growing of biodynamic accumulators, compost tea application service, consulting and education. Wormies’ operation possesses a low risk of nuisance such as smells, noise, dust, traffic and pests.

### **Letters of support - See Appendix B**

We hope these letters of support will help Cascade Township with their decision.

- Georgetown Township, previous landlord
- Andrew Poole, neighbor at old property
- Kent County DPW
- Kent County Food Policy Council
- Local First of West Michigan
- West Michigan Sustainable Business Forum
- Spring GR
- Jennifer Whyte, customer in Cascade
- Sandy Van Brouwer, customer in Cascade
- Kelly Burke, customer in Cascade
- Nicole Marie Cruz, customer in Cascade



# Appendix A



MARCH 21, 2022 | COLLECTION, COMPOSTING, FOOD WASTE, OPERATIONS

## Compost Heat Recovery Spawns Aquaponics Enterprise

*The need to switch from windrows to aerated static piles to manage odors prompted Michigan landscape supply company to take advantage of the opportunity to recover heat.*



### RELATED POSTS

On-Site Commercial Food Waste Digester



Waste Disposal Surcharges Review



New Industry Classification For Compost



Top: Heat from the composting process warms the radiant floor in the greenhouse. Nutrients from the fish waste (tanks in background) are processed to fertilize the crops. Images courtesy of Country Oaks Landscape Supply

**Nora Goldstein**

Country Oaks Landscape Supply (Country Oaks) in Burton, Michigan, founded in 1987, began composting yard trimmings in the mid-2010s. The turned windrow composting operation complemented an existing mulch production facility, expanding product offerings. Mark Cherry, second generation owner of Country Oaks since 2001, took a compost operator training course to learn the fundamentals. "I was more interested in the end product than the tipping fees," he recalls. "There is not a lot of composting infrastructure in this part of the state."



Panoramic view of Country Oaks Landscape Supply, showing, from left to right, the end of the composting pad, new greenhouse, biofilter, CAHR unit, the shop and sales building, and back to the composting pad and recessed channels. Photo by Jason McCune-Sanders, Agrilab Technologies Inc.

The facility ran into odor challenges, primarily when turning piles that had become anaerobic. Odor complaints ultimately led to the municipality issuing a warning that if Country Oaks did not address the situation, its composting operation would be shut down. "I knew that to solve the problem, my best option was to switch to an aerated static pile system," notes Cherry. "I took a class on compost pile aeration at the US Composting Council Conference in 2019, as well as did a lot of research — including the option of combining aeration with compost heat recovery. I decided it made sense to go with that option, as I could use the recovered heat in a pole barn we had built for product storage and a sales office."

Cherry connected with Brian Jerose, owner of Agrilab Technologies, Inc. (AGT) in Enosburg Falls, Vermont, which designs and installs compost aeration and heat recovery (CAHR) equipment. AGT installed an AGT Compost Hot Box 250-8R unit, which has 8 compost zone intakes and vapor recirculation capability. The composting pad is 100 feet by 200 feet. "The system, which began operating in February 2020, runs on two 3-HP aeration blowers that can push or pull airflow through the pipes installed in concrete trenches in the aeration floor under each zone," explains Jerose. "When operating in the negative aeration mode, vapor comes through the pipes [ductwork], passes through a sump tank to remove condensate, and then goes into the heat exchanger. Water and glycol circulate through the heat exchanger, which capture the thermal energy in the vapor stream. That tubing connects via an underground insulated pipe to the radiant floor in the pole barn."



iq

**Classification For Compost Manufacturing**






*The 100 foot by 200 foot, 8 zone composting pad has pipes in the trenches of the aeration zones (above). The system runs in both positive and negative aeration modes.*

The recovered condensate can be used to irrigate the compost biofilter. The airflow also can operate in the positive mode to maintain a minimum of 10% oxygen in the active compost or to have hot exhaust recirculated into new compost piles to give the temperature a boost. Country Oaks starts new piles on positive aeration to build up the heat, and then switches to negative aeration. The company contracts with AGT to remotely monitor and manage the composting aeration system, including optimizing the use of positive/negative operating modes and heat recovery. Since the CAHR system was installed, the facility has not received any odor complaints.



*Heat exchangers and piping inside the AGT Compost Hot Box 250-8R. Photo courtesy Agrilab Technologies, Inc.*

### **Food Waste Collection**

Country Oaks composts 10,000 to 15,000 tons/year of source separated organics, or between 30,000 to 35,000 cubic yards/year. "About 97% of incoming feedstocks are yard trimmings, and the rest is food waste that we collect from commercial generators," says Cherry. "We purchased a truck with a cart lifter, which tips the food waste into the top of the truck. All food waste is accepted, as well as soiled paper and BPI-certified compostable products. Customers are provided 32- and 64-gallon carts for their food waste. We've only been collecting and composting food waste for about 10 months so are relatively new to it."

The active aerated composting phase is about four to five weeks. The curing phase is anywhere from three to eight months. The piles are turned during curing to



Products include a wide range of soil blends, including compost-based soils for storm water management and erosion control. Country Oaks owns a Rotobagger unit (manufactured by Rotochopper) that can be used to fill sediment control socks. It also supplies mulches, compost and soil blends in bulk and in bags to area garden centers.

The CAHR has increased compost process efficiency and significantly cut diesel fuel costs, adds Cherry. "It also saves on labor. The entire process is more hands off, especially as AGT oversees aeration and heat exchanger management."

## Aquaponics Venture

The ability to recover and circulate heat combined with Cherry's ongoing interest and willingness to diversify Country Oaks' offerings, led to the launch of an aquaponics enterprise in 2021. A 3,500 sq. ft. greenhouse was constructed, along with two 1,000-gallon fish tanks to raise tilapia. Cherry worked with Jim Gill, founder of Aqua Growers of Michigan, to build and manage the aquaponics system. A second heat exchanger was installed in the AGT Compost Hot Box 250-8R to recover additional thermal energy from the composting process to heat the aquaponics operation. The glycol and water tubes inside insulated Badger pipe run underground from the heat exchanger to the fish tanks. The desired temperature in the fish tanks is 73°F to 78°F; the warm air also is used to provide radiant heating in the greenhouse.



*Fish waste in the tanks (rear) flows into clarifiers (center) to separate the solids from the nitrites. Microbes on floating biofilters (foreground) consume the nitrites and convert them to nitrates for the plants to absorb. Greenhouse-raised tilapia on right (inset).*

The fish waste in the tanks goes through a clarifier to separate the solids from the nitrites. (The solids are removed and composted.) Microbes on a floating biofilter consume the nitrites and convert them to nitrates for the plant roots to absorb. "We are definitely on a learning curve since we started up the system last fall," notes Cherry. "The tilapia requires specific conditions to thrive, and the plants require specific nutrients to grow, so optimizing the process for both fish and plants is critical. Everything is going well. We are growing lettuce, herbs, kale, tomatoes and other plants and selling the produce to restaurants and other customers. At this

collage-1.indd



The fish waste in the tanks goes through a clarifier to separate the solids from the nitrites. (The solids are removed and composted.) Microbes on a floating biofilter consume the nitrites and convert them to nitrates for the plant roots to absorb. "We are definitely on a learning curve since we started up the system last fall," notes Cherry. "The tilapia requires specific conditions to thrive, and the plants require specific nutrients to grow, so optimizing the process for both fish and plants is critical. Everything is going well. We are growing lettuce, herbs, kale, tomatoes and other plants and selling the produce to restaurants and other customers. At this point, we do not have a market for the tilapia."

All in, Country Oaks has invested about \$500,000 in the transition from windrow composting to aerated static piles with heat recovery and the aquaponics enterprise (view process in this [video](#) on Facebook). Around \$350,000 of that amount was for the CAHR equipment, biofilter and working pad improvements. The labor, heat and fuel savings are significant, and compost and soil blends sales are strong. The CAHR system enabled the site to increase total production on a smaller physical footprint. "It's too early to gauge our return on investment," says Cherry. "But we have achieved our goal of creating a full-circle, closed loop enterprise that contributes to building healthy soils, generating renewable energy, and growing fresh food."



TAGS: [AQUAPONICS](#), [YARD TRIMMINGS](#), [ZERO WASTE](#)

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**Appendix B**





**KENT COUNTY  
DEPARTMENT OF  
PUBLIC WORKS**

April 5, 2022

**2022 BOARD**

Emily Brieve  
*Chair*

Cynthia Janes  
*Vice Chair*

Ben Greene  
*Secretary*

David Bulkowski

Dan Burrill

Phil Skaggs

Ken Yonker

Darwin Baas  
*Director*

Chris Noordyke, Chair  
Cascade Township Planning Commission  
RE: Wormies Vermicompost, Luis Chen, 5745 Whitneyville Ave SE

Chair Noordyke:

Kent County Department of Public Works is pleased to extend support to Wormies Vermicompost in their work to keep food scraps out of landfills by creating a nutrient-rich soil amendment that helps build sustainable food systems in our community. Though small in scale, their vermicompost operation is supporting Kent County DPW's goal of reducing waste going to landfill by 90% by 2030.

Wormies Vermicompost Farm is a startup that began in 2017 and has received recognition from various Economic Support Organizations (ESOs), such as Start Garden, Next Cycle and Local First, and intentionally partners with community players, such as Our Kitchen Table, to reduce waste and increase access to resources that rejuvenate soil.

Through their micro-hauler and micro-composting business model, they will collect and process up to 1,000 cubic yards of food scraps from residential and commercial customers and local farms and stables on their 13-acre parcel. Comparatively speaking, nearby farms in Cascade Township are allowed to have compost piles containing 5,000 cubic yards of organic farm wastes per acre. The entire process of hot composting and vermicomposting with worms is closely supervised by qualified staff and mostly contained in an enclosed building.

Wormies fills an important niche in Kent County with their innovative approach to turning food waste into a valuable product. We're confident that they will be a good neighbor in Cascade Township. I encourage you to thoughtfully consider Wormies Vermicompost's request to operate in Cascade Township to reduce organic waste going to landfill, replenish nutrients in the soil, and provide jobs and economic value to the local economy.

Please don't hesitate to contact me regarding this, recycling, or other subject matter related to municipal solid waste.

Darwin Baas  
Director



1045 Wealthy Street SW  
Grand Rapids, MI 49504

616.632.7920 tel  
616.632.7925 fax  
kcdpw@kentcountymi.gov  
www.reimaginetrash.org



# Kent County Food Policy Council

A Committee of ENTFC

Cascade Township Planning Commission.  
Re: 5745 Whitneyville Ave SE

April 6, 2022

To Whom This May Concern:

I write on behalf of the Kent County Food Policy Council to express our support for for Wormies Vermicompost Farm as it pursues the development of a new site in Cascade Township. Wormies makes sure that locally generated food waste is returned to the local soil through composting. Their micro-hauling and micro-composting operation significantly diverts food waste from landfills. Additionally, Wormies ensures that members of our community can learn about the waste management benefits of composting through their residential services and community outreach.

The Kent County Food Policy Council (KCFPC) formed in 2021 to inform local policy and decision makers on the current and future issues that will impact local food production, consumption, and access. We bring together residents, organizations, agencies, and businesses to strengthen and grow the local food system. Part of our food system includes food waste recovery: as food waste is a significant contributor to climate change and since soil erosion is a significant issue we face; we need actors like Wormies to show us the way to a more sustainable future.

What is most impressive about Wormies is their commitment to community benefit: this is not a business that will steamroll a community for the sake of profit. Wormies is committed to the betterment of our greater food system and is willing to put in the time to build relationships, educate the community and provide ways to participate for people who want to be engaged. We need more businesses like this.

The Kent County Food Policy Council supports Wormies Vermicompost and Luis Chen's efforts to expand their business in Kent County. We encourage you to consider their proposal to create a stronger and more resilient food system in our region.

Thank you for your consideration and we wish you well.

Warmly,



Janelle Vandergrift  
Coordinator  
Kent County Food Policy Council





April 5, 2022

Attention: Cascade Township Planning Commission

Dear Commissioners,

I am writing to indicate our strong support for the Wormies compost facility that will be located at 5745 Whitneyville Ave SE, an agricultural use in agricultural zoned property in Cascade Township. As an introduction, West Michigan Sustainable Business Forum works with businesses and institutions to advance business practices that promote clean energy, community resilience and the creation of a circular economy. We are the largest organization for beyond-compliance sustainability practitioners in the Midwest, and are active partners to several of the largest employers in the township.

I have some familiarity with the township's efforts to promote a high-quality of life for its residents through conservation programs, parks and community assets. These thoughtful investments and decisions have made it one of the most desirable communities in the state.

My organization works with businesses and communities throughout the region and state. We are among the state's foremost experts in composting and organics recycling, and I will note that it is not uncommon for these facilities to receive additional scrutiny from local governments. There has been a history of bad actors in Michigan, to a certain degree enabled by outdated state policy. We understand why local governments and neighbors often are hesitant to invite this use into their communities.

Problem facilities are universally composters that focus on yard waste and the larger volume municipal streams that are banned from Michigan landfills. This is the polar opposite of Wormies' business model, a boutique operation designed to thrive at a small to medium scale. It will not process yard waste and will never serve more than 2,000 homes. Unlike the yard waste processors, this company is focused on creating high-quality compost for demanding customers. This is not a waste management operation, it is a farm. The site will preserve agricultural use in a unique industry with growth potential. It will also offer educational opportunities for local youth and professionals that are not currently available in the area.

Last month I served as a judge for the NextCycle program, a start-up competition managed by Lawrence Technological University and global consulting firm RRS. We were pleased to recognize Wormies as the winner in the organics category against competition from across the country. This is an innovative and important start-up that I strongly believe will be an asset to the township and region.

I can be reached at (616) 308-4761 or [dschoonmaker@wmsbf.org](mailto:dschoonmaker@wmsbf.org) if you have any questions. I strongly recommend approving the application.

Daniel Schoonmaker  
Executive Director

West Michigan Sustainable Business Forum • Michigan's Great Southwest Sustainable Business Forum  
Michigan Sustainable Business Forum • Lakeshore Sustainability Forum  
PO Box 68696 • Grand Rapids, Mich. 49516 • [wmsbf.org](http://wmsbf.org)





March 28, 2022

Dear Planning Commission at Cascade Township:

We are pleased to provide this letter in support of a new development site in Cascade Township for Wormies Vermicompost Farm. Believing that every individual deserves the opportunity to succeed, we intentionally partner with entrepreneurs and initiatives that increase access to economic mobility and build thriving communities. Our work at SpringGR ([www.springgr.com](http://www.springgr.com)) focuses on empowering primarily minority entrepreneurs to start businesses and create real profit, which strengthens our community. Wormies Vermicompost Farm, a SpringGR business, is one of those local startup companies creating economic opportunity in the greater Grand Rapids area.

In 2016, Luis Chen, founder of Wormies, participated in the SpringGR program. Here, he developed the necessary skills to bring his idea to life. Luis’s passion was to create a high-quality natural fertilizer by composting food scraps, and through the support of the SpringGR program, his idea became a strong and sustainable business. He gained an in-depth perspective of business and management and learned how to launch, organize, and scale his business. In 2017, Wormies Vermicompost Farm was officially founded as a collective effort of family, friends, and volunteers. We have since supported and followed Luis’s excellent work over the years. The company’s passion for composting is rooted in principles of sustainable and organic agriculture, which is good not only for our environment but also for our economy.

We believe local businesses are key players in our economic ecosystem—a system that exists to scale new startup companies and build a strong business community. Local businesses create enriching opportunities and add value to our community, providing healthy places for people to live, work, learn, and play. We can attest to the transformative impact small businesses like Wormies have in creating economic benefits, and we urge you to consider granting the proper permits to develop land in Cascade Township for a new site location. Approval will allow the company to expand and continue its good work.

Thank you for your consideration and support. We look forward to the benefits this will bring to the Cascade area. If you have any questions, please feel free to contact us.

Sincerely,

Jason Zylstra  
VP of Philanthropy  
[jasonz@dvfoundations.org](mailto:jasonz@dvfoundations.org)

Attah Obande  
SpringGR Director  
[attah@springgr.com](mailto:attah@springgr.com)

Arlene Campbell  
SpringGR Director  
[arlene@springgr.com](mailto:arlene@springgr.com)

818 Butterworth SW, Ste. 100, Grand Rapids, MI 49504



Cascade Township  
Planning Commission

To whom it may concern,

I was a neighbor to Wormies during the years they were located in Jenison, MI, from 2018-2021. My house was located about 250 feet away from their composting operation. It was a consistently positive experience. We never experienced any type of nuisance, smells, noise or pests. I did enjoy coming to visit them frequently.

Their worm farm and composting operation was clean and professional and posed no negative effects to our residential subdivision. On the contrary, as they succeeded with their business I also gained interest to grow my own garden using Wormies all natural and organic methods.

I understand Wormies has relocated to your township and is seeking a special permit to run their business. We recommend them as considerate neighbors and good stewards of the land who perform a very valuable service for our community.

Please do not hesitate to contact me if you have any questions. I will be happy to answer any further questions.

Sincerely,

Andrew Poole  
1300 Elmwood Dr, Jenison MI  
Phone: 616-822-8439



To the Cascade Township Planning Commission,

I've been a customer of Wormies Vermicompost since week 1 and I'm so glad a service such as theirs exists in our community. I was also very delighted to hear they had acquired a new space to operate out of and that it was in my township, Cascade Township. Wormies does so much for the environment and the community and I believe they're such a valuable and amazing enterprise. Composting has changed so much and modern composting is so helpful and unintrusive, the lives of people around them will not be impacted in a negative way by the operations of Wormies. I have my Wormies bucket out on my porch and I put the pepper food waste and they pick it up, every number of pickups they drop off compost at my door ready to use to feed my garden. As a resident of Cascade Township I love this service. I implore the Cascade Township Planning Commission to consider and support Wormies and all it has to offer for our community and our environment.

Sincerely,  
Nicole Marie Cruz Flores  
2300 Buttrick Ave SE, Ada MI  
(616) 286-4596



To whom it may concern,

I am a current customer of Wormies and I am also a resident of Cascade Township.

I understand Wormies has relocated to our township and is seeking a special permit to run their business. We highly recommend them as an excellent business to have in our township. They are providing a solution like no one else and are good stewards of the land who perform a valuable service for our community.

Every Spring I look forward to gardening with their line of soil products, which is all organic and locally made with my own food scraps! And I very much appreciate having an environmentally responsible alternative to sending my food scraps to the landfill.

Please do not hesitate to contact me if you have any questions. We look forward to continuing our Wormies membership and are excited for all of the environmental and economic benefits they will bring to Cascade.

Sincerely,

Kelly Burke  
Phone: (810) 599-1036  
2300 Christine Ct. SE, Grand Rapids, MI 49546



April 8, 2022

To the attention of the Cascade Township Planning Commission,

I am writing to you as a valued Wormies customer and a longtime resident of the Ada/Cascade area to express my support for Luis Chen and the great work he is doing for our community.

It has been brought to my attention that a resident(s) is opposing Luis' compost farm. I feel there are concerns with this individual(s) due to lack of knowledge and education around composting. Not only is his farm zoned for agriculture, but Luis and his team maintain a clean environment, complying to all regulated processes and guidelines.

I believe most people think of a compost farm and have visions of a landfill. That is the furthest from the truth. We need to help educate our neighbors. His farm is no different than the nurseries in our neighborhood like Bos Farms and Koetsiers living adjacent to residential homes. The work Luis and his team do every day, enhances the structure and quality of our town's soil, creates less waste, reduces stormwater runoff and soil erosion, protects the climate, reduces methane emissions, creates jobs; supporting our local economy, and it is just simply environmentally responsible.

I fully support the work that Luis, Wormies Vermicompost, and his team are doing. Please feel free to reach out if you have any questions.

Thank you,

Sandy Van Brouwer  
6940 Bridgewater Dr  
Grand Rapids, MI 49546



April 4, 2022

To the attention of the Cascade Township Planning Commission,

I am writing to you as a valued Wormies customer and a longtime resident of the Ada/Cascade area to express my support for Luis Chen and the great work he is doing for our community.

It has been brought to my attention that a resident(s) is opposing Luis' compost farm. I feel there are concerns with this individual(s) due to lack of knowledge and education around composting. Not only is his farm zoned for agriculture, but Luis and his team maintain a clean environment, complying to all regulated processes and guidelines.

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I fully support the work that Luis, Wormies Vermicompost, and his team are doing. Please feel free to reach out if you have any questions.

Thank you,

Jennifer Whyte  
802 Dogwood Meadows Drive SE  
Ada, MI 49301





111 South Division Ave NE  
Grand Rapids, MI 49503  
616.808.3788  
localfirst.com

March 22, 2022

On behalf of Local First West Michigan, I am pleased to provide this letter of support for Wormies Vermicompost Farm as it pursues the development of a new site in Cascade Township. At Local First, our team focuses on supporting a people first economy through local ownership. We do this because communities with higher percentages of locally-owned companies are healthier by nearly every **social**, **environmental**, and **economic** indicator. Wormies Vermicompost Farm is one of those beloved local businesses helping to move the needle on local, comprehensive sustainability and, as we see it, the betterment of its community.

Wormies Vermicompost Farm is a startup that began in 2017 and has received recognition from various Economic Support Organizations (ESOs), such as Start Garden, Next Cycle and ourselves, and intentionally partners with community players, such as Our Kitchen Table, to reduce waste and increase access to resources that rejuvenate our soil. The work of Wormies invites community members to engage in the care of our common home. Wormies takes the greatest care is utilizing the best technology for organic processing and producing the highest quality soil.

Passionate, innovative local businesses like Luis' are the vehicles by which our dollars recirculate in the community, our friends and family receive job opportunities, and our local economy becomes more self-reliant. A [study](#) in partnership with [Civic Economics](#), revealed that 68% of our money stays in our community when individuals support local businesses over national brands/chains and franchises. It's also a way to reintegrate our lives and connect in practical ways with the people we live and work with.

It's my understanding that Wormies recently received an underwriting grant to develop land in Cascade Township for a new site location and is working with the township to file and obtain the proper permits. We urge you to consider the place-based and economic benefits of this medium-sized, scalable business within your community, as Luis has shown over time the value of collaboration and created enriching opportunities in the Greater Grand Rapids area through their product and service offerings. Approval of the proper permits will allow Wormies to further its impacts through community education and engagement in the township, as well as, employment opportunities.

While Local First strives to lead the development of an economy grounded in local ownership that meets the basic needs of people, builds local wealth and social capital, functions in harmony with our ecosystem, and encourages joyful community; our organization could not make this mission and vision possible without the presence of companies like Wormies Vermicompost Farms.

Please do not hesitate to contact me if you have any questions. It would be my pleasure to share my enthusiasm for Wormies' impact in the region.

Sincerely,  
Kathleen Roark

Director of Engagement, Local First West Michigan  
kathleen@localfirst.com





# CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

**Date** May 15, 2023  
**To** Brian Hilbrands  
**From** Aric Thorne, PE  
**Subject** Site Plan Review: Wormie's Compost Farm, 5745 Whitneyville Ave SE

---

I have reviewed the site plan for Wormie's Compost Farm prepared by Resource Recycling Systems and Water Stone Gardens. **The current site plan and basis of this review are dated April 18, 2023.** The applicant is proposing the construction of a soil compost site on Agricultural Rural Conservation zoned land.

## Stormwater and Drainage

The proposed project is being reviewed under the 2022 Stormwater Ordinance and the criteria in the Stormwater Standards Manual revised March 2021.

The project site is in Flood Control Zone 1 and critical subwatershed Cascade Southeast. The overall layout of the site includes a 5,040-sft hoophouse, 1,200-sft enclosed pole barn, 6,784-sft asphalt pad for receiving, mixing, and pre-processing compost material, 2,849-cft lined collection basin, and 1,320-sft concrete parking area all accessible by gravel drive from Whitneyville Avenue. The proposed stormwater controls include a lined collection basin to capture water runoff contaminated by compost from an asphalt pad and a retention basin for the remaining runoff area.

## Flood Control

Retention basins in Flood Control Zone 1 are required to be designed to the 100-year storm event. The applicant provided supporting calculations for sufficient design of both the lined catchment basin and retention basin. The geotechnical report provides soiling borings and test pit data in key design locations throughout the site. The report indicates that ground water was not encountered during testing. The depth of the lined catchment basin and retention basin then appear feasible. Emergency overflow routes are indicated on the plan. The lined basin overflows into the retention basin, and the basin into a natural channel draining to wetlands in the southwestern part of the site plan.

## Water Quality and Channel Protection

Water quality may be provided through the retention basin. Basin design and soil data results, including the infiltration rate, are sufficiently provided to meet standard. Each basin includes minimum 1-foot of freeboard above the required storage volume and minimum 18-inches above groundwater level. Should groundwater be encountered during construction, subsequent geotechnical investigation to ensure standard adherence should be completed.

## **Drainage Plan**

The applicant has submitted a plan sheet with drainage patterns and the location of stormwater management facilities. The peak discharges for the lined collection and retention basins are provided.

A maintenance agreement and a long-term maintenance plan are required before construction begins. The maintenance agreement and plan should include at a minimum the cleaning of pretreatment areas and the retention basin.

## **Utilities and General Comments**

The plan drawing indicates a water well to be drilled for potable water, equipment, and composting operations. The well and required buffer is shown. No sanitary sewer or septic system will be installed on-site. The Fire Department should provide input on water tank volume for fire suppression needs.

The applicant must register the compost site through the Michigan Department of Great Lakes, Environment and Energy (EGLE). I reviewed the required setbacks EGLE specifies and the applicant appears to meet these.

The Township should acquire the Comprehensive Compost Site Management Plan (CSMP) described in the plan drawing once it is complete. I recommend that the Township requires in this plan, or through the maintenance plan, or another means, consideration in the event that operation on-site was to pause for a period of time or completely cease (e.g., cleaning and/or filling in the lined collection basin).

## **Soil Erosion and Sedimentation Control**

The Kent County Road Commission (KCRC) must review and approve plans and issue a soil erosion and sedimentation control permit before construction may begin. No measures are shown on the plan drawing.

## **Summary**

The proposed stormwater management design meets the Township Stormwater Ordinance requirements for the site location. I recommend approval from an engineering point of view.

Let me know if you have any questions or concerns.

## MEMORANDUM

**To:** Cascade Charter Township Board  
**From:** Brian Hilbrands, Planning Director  
**Subject:** Consider amendment to Home Design Center PUD Ordinance to accommodate an addition to an office building.  
**Meeting Date:** June 28, 2023

The applicant is requesting final plan approval in order to amend the existing Planned Unit Development to allow an addition to an office building at 5303 28<sup>th</sup> Street Court. Attached to this memo is the Planning Commission staff report for changes to the Home Design Center PUD. The Home Design Center PUD was created in 1988 and was amended once previously to allow for a wider variety of uses, including offices.

The PUD ordinance limits the size of the office building to 90,000 square feet. The applicant is requesting an amendment to the PUD to allow for a building up to 98,000 square feet in size.

Since the application appears to meet the standards for a PUD as listed in Section 16.03 of the Zoning Ordinance and included in the Staff Report, staff have recommended approval of the proposed amendment.

The Planning Commission held a public hearing on this matter at the May 15, 2023 meeting and has recommended approval of the amendment to the PUD Ordinance.

**Attachments:** Proposed PUD Ordinance Amendment  
Planning Commission Staff Report  
Application package  
Township Engineer Letter  
PUD Ordinance – Home Design Center, #6 of 1988 and #3 of 1993

CASCADE CHARTER TOWNSHIP  
**Ordinance #\_ of 2023**  
AN ORDINANCE TO AMEND ORDINANCE #6 OF 1988, THE  
**HOME DESIGN CENTER**  
PLANNED UNIT DEVELOPMENT PROJECT

CASCADE CHARTER TOWNSHIP ORDAINS:

Section 1. Amendment to the Home Design Center PUD Ordinance

**Section V. Design Standards.**

The first paragraph of this section shall be deleted:

For the purposes of this PUD only one (1) multi-tenant building containing not more than 90,000 square feet shall be permitted. The following Design Standards shall apply within the Home Design Center PUD.

Add a new paragraph as follows:

For the purposes of this PUD only one (1) multi-tenant building containing not more than 98,000 square feet shall be permitted. The following Design Standards shall apply within the Home Design Center PUD.

Section 2. Effective Date

This PUD Ordinance amendment shall become effective upon publication in the Grand Rapids Press, a newspaper of general circulation within Cascade Charter Township.

Section 3. Effect

The Cascade Charter Township Zoning Ordinance, as amended, and the remainder of Ordinance #6 of 1988, as amended, except as otherwise expressly amended herein, shall remain in full force and effect.

The foregoing Ordinance amendment was offered by Board Member \_\_\_\_\_ supported by Board Member \_\_\_\_\_. The roll call vote being as follows:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
Sue Slater  
Cascade Charter Township Clerk

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2023.

---

Sue Slater  
Cascade Charter Township Clerk

DRAFT

**STAFF REPORT**

STAFF REPORT: Case #22-3739/Northpointe Bank  
REPORT DATE: May 8, 2023  
PREPARED FOR: Cascade Charter Township Planning Commission  
MEETING DATE: May 15, 2023  
PREPARED BY: Brian Hilbrands, Planning Director

APPLICANT:  
Progressive AE, Ken Brandsen  
1811 4 Mile Rd  
Grand Rapids, MI 49525

STATUS  
OF APPLICANT: Engineer for Owner

REQUESTED ACTION: Preliminary Plan Review for an amendment to the PUD Ordinance to accommodate an addition to the existing office building.

EXISTING ZONING OF  
SUBJECT PARCEL(S): PUD 25

PROPERTY ADDRESS: 5303 28<sup>th</sup> Street Ct

GENERAL LOCATION: West of Meijer at the end of 28<sup>th</sup> Street Ct

PARCEL SIZE: Approximately 8.5 acres

EXISTING LAND USE  
ON THE PROPERTY: Office – Northpointe Bank

ADJACENT AREA  
LAND USES: N – YMCA  
W – Consumers Energy Easement, Highridge Condos  
E – Holiday Inn Hotel  
S – I-96 ROW

ZONING ON  
ADJOINING PARCELS: N – PUD 81  
W – R1  
E – ES (Expressway Service)  
S – I-96 ROW

**STAFF COMMENTS:**

1. The applicant is requesting Preliminary Plan Review to amend the existing Planned Unit Development to allow for two additions to the existing office building. The additions

would total approximately 6,438 square feet, bringing the total building size to approximately 97,495 square feet.

2. This was brought in front of the Planning Commission for a Basic Plan Review at the September 14, 2022 meeting. The applicant has provided the required information to proceed to the preliminary plan review.
3. The site was rezoned to PUD in 1988. It was originally rezoned to allow for a multi-tenant retail center. It appears that support for the retail center declined, and in 1993 the PUD was amended to allow for additional uses, including executive, administrative, and business offices.
4. The PUD ordinance limits the size of the building to 90,000 square feet. Since the additions would be exceeding this size, an amendment to the PUD is required.
5. It appears that the size limit was simply what was being requested at the time for the original retail center. With the use changing from a retail center to an office which would be less intense of a use, I do not have a concern with the slight increase in building size.
6. The building would still meet the setback and height requirements of the PUD ordinance.
7. The Township Engineer has reviewed and approved the plans, and their comments are included in your packet. A stormwater maintenance agreement will be required.
8. The Fire Department has reviewed the plans and did not have any concerns.
9. A photometric plan has been submitted that meets Township regulations.
10. If Preliminary Plan Approval is given, then a PUD amendment will be written and brought back before the Planning Commission for a recommendation to the Township Board.

**11. Standards**

Section 16.03 of the Zoning Ordinance requires that a Planned Unit Development must demonstrate that:

Standard	Staff Comment
Granting of the Planned Unit Development rezoning will result in a recognizable and substantial benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved.	The property is already zoned PUD.
In relation to underlying zoning, the proposed type and density of use shall not	The proposed use would not result in an increase in the need of public services.

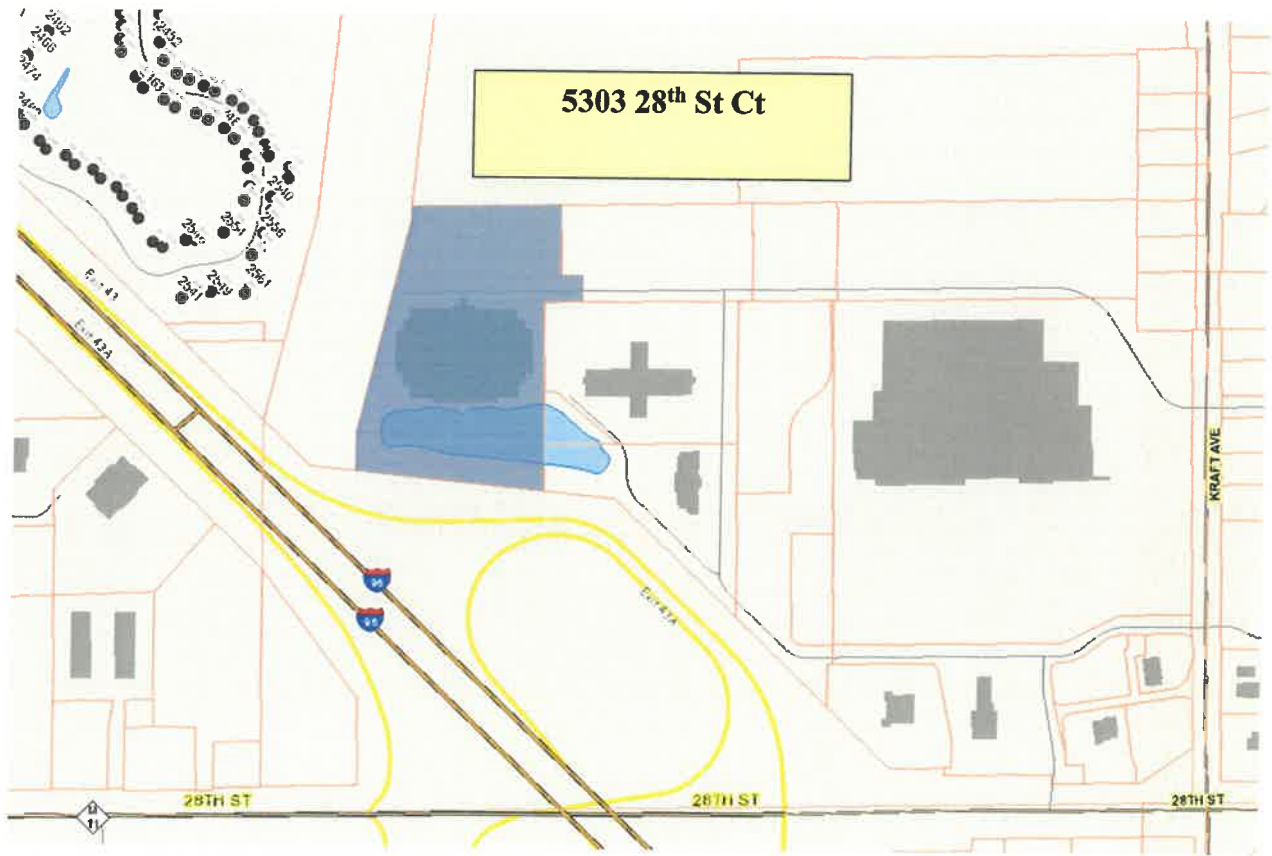
result in a material increase in the need for public services, facilities and utilities, and shall not place a material burden upon the subject or surrounding land or property owners and occupants or the natural environment.	
The proposed development shall be compatible with the General Development Plan of the Township and shall be consistent with the intent and spirit of this Chapter.	The proposed use is consistent with what has been permitted on the site.
In relation to the underlying zoning, the proposed development shall not result in an unreasonable negative economic impact upon surrounding properties.	The proposed use should not result in an unreasonable economic impact.
The proposed development shall contain at least as much green area and usable open space as would otherwise be required by this Ordinance with respect to the most dominant use in the development.	Met
The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance. This provision shall not prohibit a transfer of ownership or control, upon due notice to the Planning Director of the Township.	Met

**Staff Recommendation**

Staff recommends approval of the preliminary plan with the following conditions:

1. The applicant complies with the Township Engineer’s letter dated November 18, 2022, and all necessary permits are obtained before construction begins.
2. Record the stormwater maintenance agreement.

ATTACHMENTS:                      Application  
     Site Plan  
     Township Engineer Letter  
     PUD Ordinance – Home Design Center, #6 of 1988 and #3 of 1993





# CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids,  
Michigan 49546-7140

## PLANNING & ZONING APPLICATION

**APPLICANT:** Name: Progressive AE - Ken Brandson  
 Address: 1811 4 Mile Rd NE  
 City & Zip Code: Grand Rapids, MI 49525  
 Telephone: 616-447-3329  
 Email Address: brandsonk@progressiveae.com

**OWNER: \* (If different from Applicant)**  
 Name: Northpointe Bank - Ashley Moser  
 Address: 5303 28th St. CT SE  
 City & Zip Code: Grand Rapids, MI 49512  
 Telephone: 616-974-8427  
 Email Address: ashley.moser@northpointe.com

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)

- |   |  |
|---|--|
| <input type="checkbox"/> Administrative Appeal                  | <input type="checkbox"/> Administrative Site Plan Review |
| <input type="checkbox"/> Deferred Parking                       | <input type="checkbox"/> P.U.D. - Rezoning *             |
| <input checked="" type="checkbox"/> P.U.D. - Site Condominium * | <input type="checkbox"/> Rezoning                        |
| <input type="checkbox"/> Site Plan Review *                     | <input type="checkbox"/> Sign Variance Subdivision       |
| <input type="checkbox"/> Special Use Permit                     | <input type="checkbox"/> Plat Review *                   |
| <input type="checkbox"/> Zoning Variance                        | <input type="checkbox"/> Other: _____ *                  |

*\* Requires an initial submission of 5 copies of the completed site plan*

BRIEFLY DESCRIBE YOUR REQUEST:\*\*

In support of an office consolidation, the existing  
91,057 SF facility will expand by 6,438 SF  
totaling 97,495 SF.

(\*\*Use Attachments if Necessary)

-SEE OTHER SIDE-

LEGAL DESCRIPTION OF PROPERTY\*\*:

see attached ALTA survey  
dated 9/23/19.

(\*\*Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 - 07-451-013

ADDRESS OF PROPERTY: 5203 28th St. Ct SE, Grand Rapids, MI 49512

PRESENT USE OF THE PROPERTY: Business

NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR  
EQUITABLE INTEREST IN THE PROPERTY:

Name(s)

Address(es)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

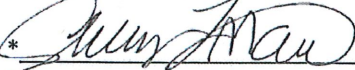
SIGNATURES

I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.

I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)

Ashley L. Moser

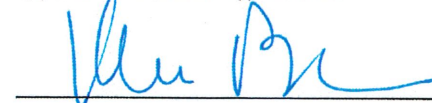
Owner – Print or Type Name  
(\*If different from Applicant)

\* 

Owner's Signature & Date  
(\*If different from Applicant)

Kendall Brandsen

Applicant – Print or Type Name



Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU

# NORTHPOINTE BANK

# NPB OPS CENTER - PHASE 2

5303 28TH ST. CT SE  
GRAND RAPIDS, MI, 49512

## DRAWING INDEX - PHASE 2

GENERAL	
TD001-B	TITLE DRAWING
G001-B	PROJECT INFORMATION AND TYPICAL DETAILS
G101-B	CODE COMPLIANCE PLAN
CIVIL	
C100-B	SITE CONTEXT PLAN
C101-B	SITE DEMOLITION PLAN
C201-B	SITE LAYOUT PLAN
C301-B	SITE GRADING PLAN
STRUCTURAL	
S001-B	GENERAL NOTES - PHASE II
S002-B	DESIGN CRITERIA AND SCHEDULES - PHASE II
S003-B	SPECIAL INSPECTIONS - PHASE II
S101-B	FOUNDATION PLANS - PHASE II
S102-B	FRAMING PLANS - PHASE II
S201-B	ELEVATIONS
S301-B	TYPICAL CONCRETE DETAILS - PHASE II
S501-B	TYPICAL STEEL DETAILS - PHASE II
ARCHITECTURAL	
AD101-B	DEMOLITION PLAN
AD102-B	REFLECTED CEILING DEMOLITION PLAN
A101-B	OVERALL FLOOR PLAN
A102-B	ENLARGED PLANS - PART SE & SW
A103-B	ROOF PLAN
A110-B	OVERALL REFLECTED CEILING PLAN
A112-B	ENLARGED REFLECTED CEILING PLAN - PART A & B
A121-B	OVERALL FINISH PLAN - PART SE & SW
A122-B	ENLARGED FINISH PLAN - PART SE & SW
A201-B	EXTERIOR ELEVATIONS
A301-B	BUILDING SECTIONS
A302-B	WALL SECTIONS
A303-B	WALL SECTIONS
A311-B	EXTERIOR & INTERIOR DETAILS
A601-B	DOOR AND WINDOW SCHEDULE, ELEVATIONS, AND DETAILS Copy 1

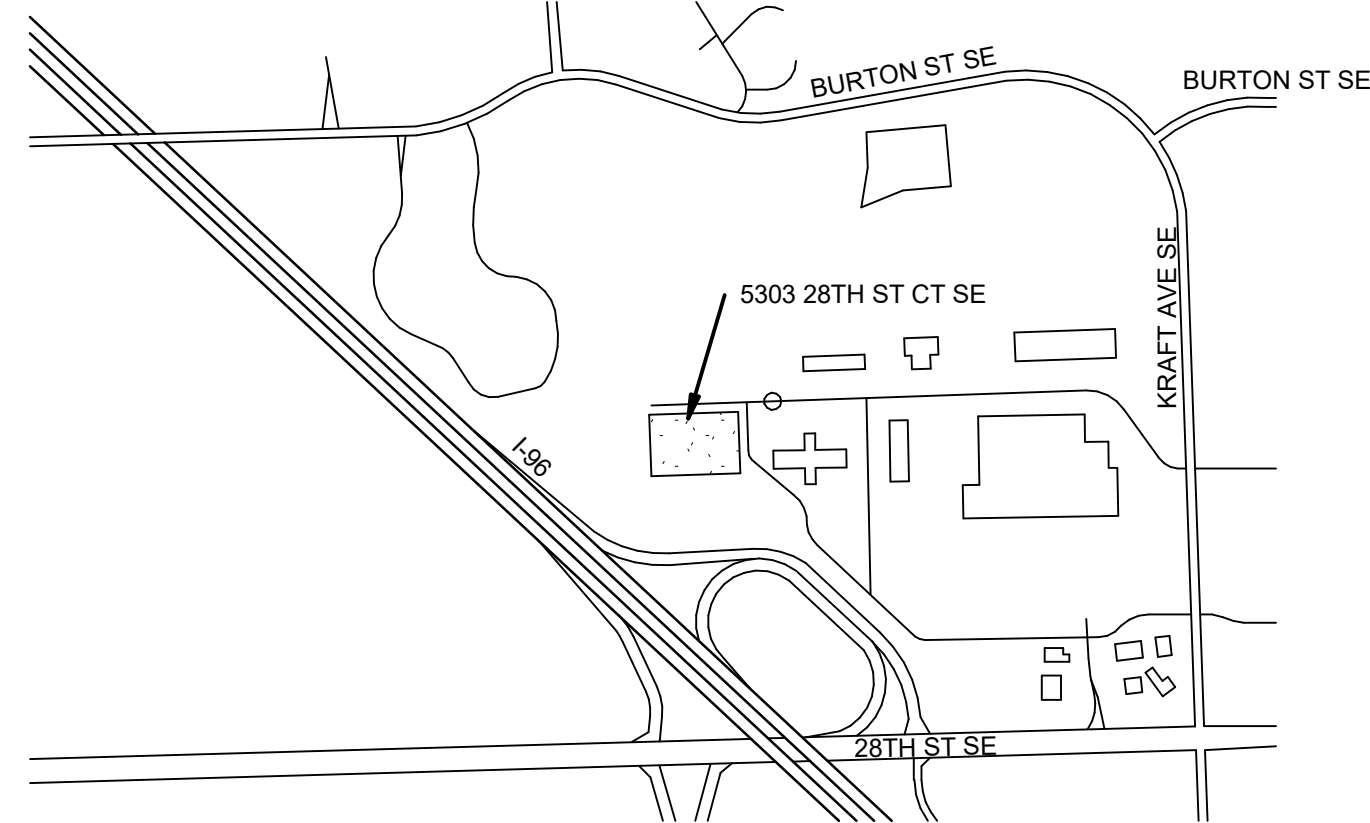


### PROJECT NARRATIVE

PHASE I: OFFICE ADDITION IN THE NORTHEAST CORNER OF THE EXISTING BUILDING TO ACCOMMODATE EXECUTIVE OFFICE EXPANSION ALONG WITH A RENOVATION OF THE INTERIOR SPACE.

PHASE II: ADDITION OF THE SOUTHEAST AND SOUTH WEST CORNERS OF THE BUILDING TO ACCOMMODATE AN OFFICE EXPANSION ALONG WITH A RENOVATION OF THE INTERIOR SPACE.

### PROJECT LOCATION



8/26/2022 11:52:27 AM Autodesk AutoCAD 2021 Northpointe Bank Operations Center 03/01/2021 NPB OPS CENTER.dwg

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NORTHPOINTE BANK  
NPB OPS CENTER - PHASE 2

NOT FOR  
CONSTRUCTION

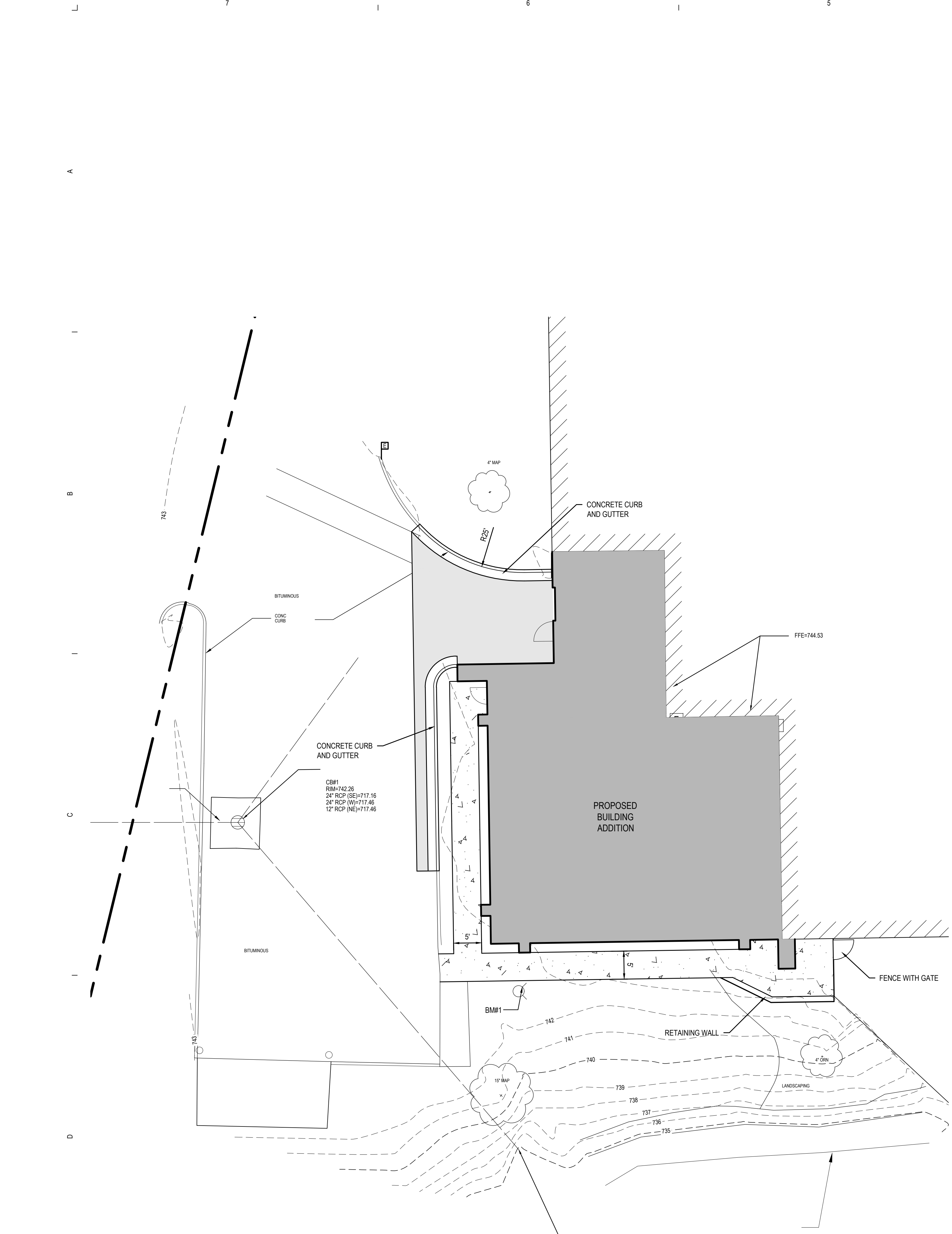
ISSUANCE  
9/29/2022 PUD AMENDMENT  
SUBMITTAL

PROJECT NUMBER  
33810001  
PROJECT MANAGER  
J. HORMAN  
PROFESSIONAL  
R. D'ALESSANDRO  
DRAWN BY  
L. MIAASHER, J. STONE  
CHECKED BY  
R. D'ALESSANDRO

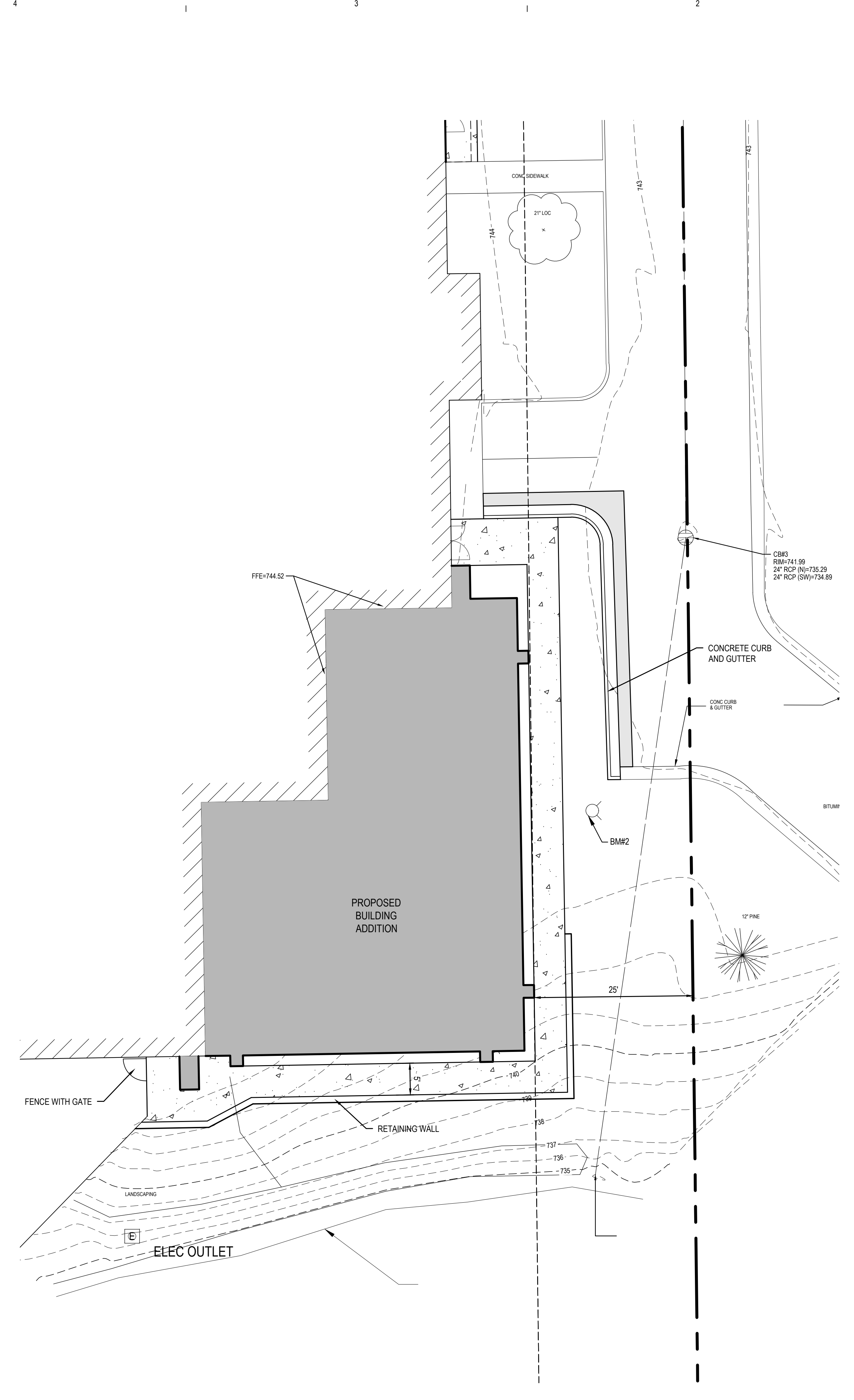
TITLE DRAWING  
TD001-B







**SW QUADRANT - SITE LAYOUT PLAN**  
 1" = 50'  
 NORTH



**SE QUADRANT - SITE LAYOUT PLAN**  
 1" = 50'  
 NORTH

**PAVEMENT LEGEND**

	STANDARD CURB AND GUTTER
	PITCH OUT CURB AND GUTTER
	1 1/2" (165 LB/SYD) MDOT 36A BIT. WEARING COURSE MDOT TACK COAT @ 0.15 GAL/SY 1 1/2" (165 LB/SYD) MDOT 13A BIT. LEVELING COURSE 6" AGGREGATE BASE, MDOT 21AA MOD 12" SUBBASE, CL II SAND OR APPROVED NATIVE MATERIAL
	4" CONCRETE 4" MDOT CLASS II GRANULAR BASE APPROVED COMPACTED SUBBASE

- GENERAL SITE LAYOUT NOTES**
1. ALL WORKMANSHIP AND MATERIALS SHALL BE ACCORDING TO THE CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION (M.D.O.T.) STANDARD SPECIFICATIONS FOR CONSTRUCTION.
  2. CONTACT "MISS DIG" TOLL FREE AT 1-800-482-7171 THREE (3) DAYS PRIOR TO THE START OF CONSTRUCTION, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS.
  3. NO DIMENSION MAY BE SCALED. REFER UNCLEAR ITEMS TO THE ENGINEER FOR INTERPRETATION.
  4. DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED AS B-B (BACK TO BACK) OR E-E (EDGE OF METAL TO EDGE OF METAL).
  5. CONTRACTOR TO PAINT STRIPE ALL PARKING SPACES SHOWN. PAINT COLOR TO BE YELLOW.
  6. UPON REQUEST, ELECTRONIC INFORMATION WILL BE PROVIDED FOR SITE LAYOUT PURPOSES. CONTRACTOR SHALL REQUEST ALL INFORMATION IN WRITING THROUGH PROGRESSIVE AE. LAYOUT OF ALL NEW CONSTRUCTION SHALL BE DONE BY A LICENSED SURVEYOR.
  7. ALL CONCRETE JOINTS SHALL BE TOOLED PER SPECIFICATIONS.
  8. CONTRACTOR MUST RESTORE AND REPAIR ANY EXISTING CONDITIONS DISTURBED BY CONSTRUCTION. THIS IS TO INCLUDE BURIED UTILITIES, LIGHTING, LANDSCAPING, SPRINKLING, ETC.
  9. ANY AREA DISTURBED BY CONSTRUCTION TO BE RESTORED TO CONDITION EQUAL TO OR BETTER THAN BEFORE CONSTRUCTION BEGAN.
  10. ALL PAVEMENT, CURB & GUTTER, SIDEWALK AND UTILITIES WITHIN PUBLIC RIGHT-OF-WAY SHALL MEET CITY OF GRAND RAPIDS STANDARDS.

- GENERAL LANDSCAPE NOTES**
1. CONTRACTOR RESPONSIBLE FOR UNDERSTANDING PROJECT CONDITIONS AND VERIFYING PLANT QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY PLAN DISCREPANCIES.
  2. PLANT LOCATIONS TO BE STAKED IN THE FIELD FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT AND OWNER. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING ALL EXISTING UNDERGROUND UTILITIES. CONTACT THE APPROPRIATE UTILITY COMPANY FOR FIELD STAKING ALL LINES.
  3. ALL AREAS DISTURBED BY CONSTRUCTION TO BE TOPSOILED AND SEEDED UNLESS SHOWN OTHERWISE ON PLANS.
  4. CONTRACTOR TO CONTACT MISS DIG AT PHONE NUMBER 811 AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION, TO CONFIRM LOCATION OF EXISTING UTILITIES.
  5. CONTRACTOR TO COORDINATE PLANTING SCHEDULE WITH IRRIGATION CONTRACTOR.
  6. NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUB-GRADE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
  7. SHRUB PLANTING BEDS AND TREE SAUCERS TO RECEIVE 3" SHREDDED HARDWOOD MULCH. PERENNIAL BEDS TO RECEIVE 2" DEPTH MULCH AND GROUND COVER AREAS TO RECEIVE 1" DEPTH MULCH.
  8. ALL SHRUB BEDS TO HAVE ALUMINUM EDGING AND WEED BARRIER FABRIC.
  9. PLANTING MIXTURE FOR PERENNIALS SHALL BE SIX INCH DEPTH OF FOUR PARTS BY VOLUME OF TOPSOIL TO ONE PART OF SPHAGNUM PEAT MOSS.
  10. CONTRACTOR SHALL PROVIDE SPECIFIED SHRUBS, GROUND COVERS AND OTHER PLANT MATERIALS THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z601 "AMERICAN STANDARD FOR NURSERY STOCK". PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS STOCK, GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN.
  11. CONTRACTOR TO PROTECT EXISTING IRRIGATION SYSTEM AS MUCH AS POSSIBLE. REPAIR DAMAGE TO EXISTING IRRIGATION SYSTEM AND RECONFIGURE SPRINKLER LAYOUT TO ACCOMMODATE THE NEW IMPROVEMENTS.

**SEED MIXTURE**  
 EGS GREEN GROUNDS SEED MIX \*Note: High end mix\*  
 19.96% KELLY KENTUCKY BLUEGRASS  
 19.94% BARON KENTUCKY BLUEGRASS  
 19.91% SOX FAN PERENNIAL RYEGRASS  
 19.82% EXACTA II GLSR PERENNIAL RYEGRASS  
 19.73% JUMPSTART KENTUCKY BLUEGRASS  
 BY ECO GREEN SUPPLY, SEED AT RATE OF 5-7 LBS. PER 1,000 SQ. FT.

8/26/2022 2:57:26 PM  
 P:\33810001\03\WPC2\3381001\_C201-B\_SITELAYOUT\_PNCE2.dwg - shomas

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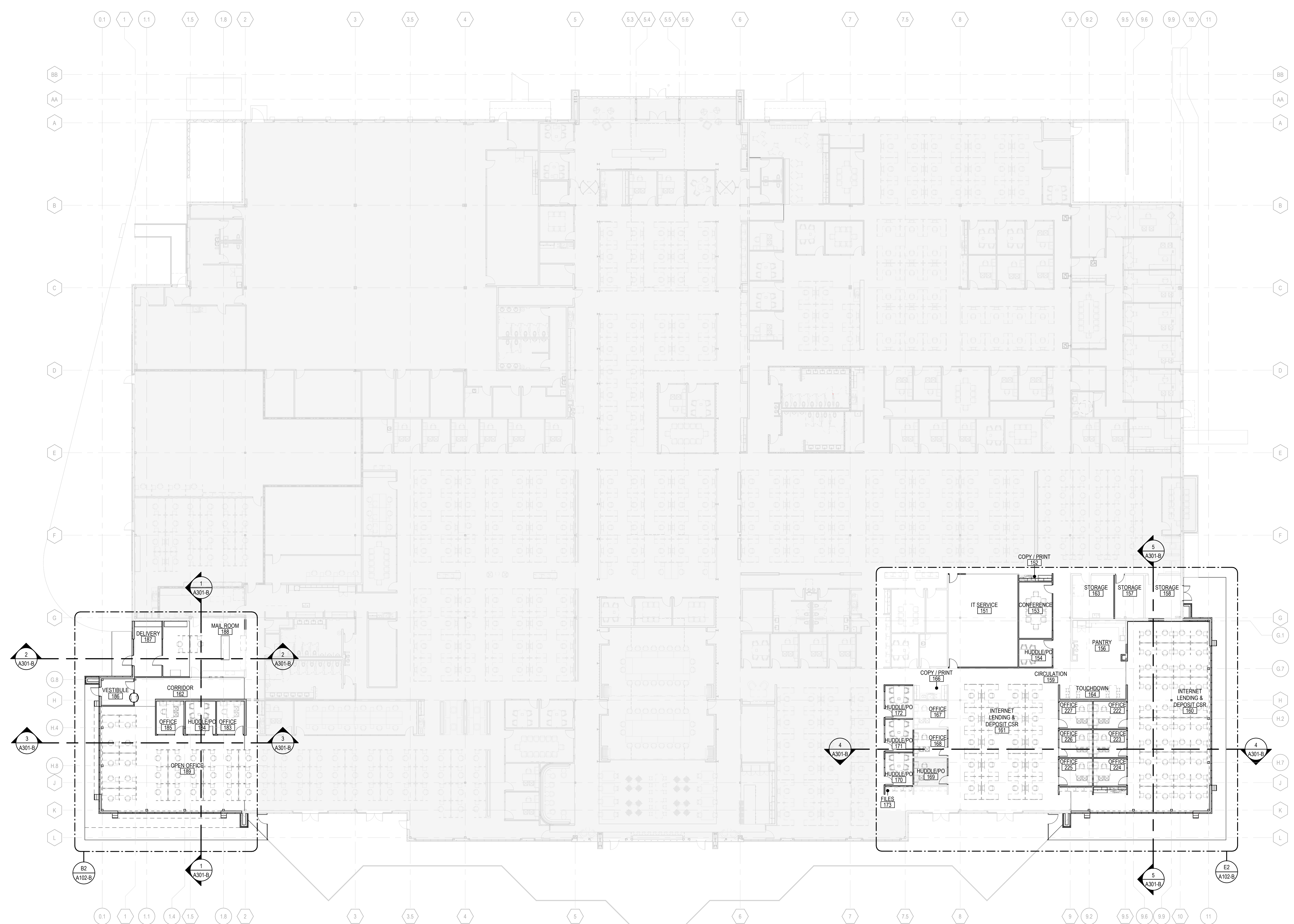
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ISSUANCE  
 06/26/2022 PUD AMENDMENT SUBMITTAL

1811 4 Mile Rd NE Grand Rapids, MI 49505 (616) 361-2954  
 330 South Tyng St, Suite 300 | Charlotte, NC 28202 | (704) 331-8800 | www.progressiveae.com

5303 28TH STREET SE, GRAND RAPIDS, MI 49512





**OVERALL FLOOR PLAN**  
1/16" = 1'-0"

**GENERAL NOTES**

- DO NOT SCALE DRAWINGS.
- FINISH FLOOR ELEVATION = 100'-0". REFER TO CIVIL DRAWINGS FOR SITE DATUM ELEVATION EQUIVALENT.
- EXISTING BUILDING CONDITIONS BASED ON OWNER PROVIDED DRAWINGS AND LIMITED FIELD VERIFICATION. VERIFY EXACT CONDITIONS IN FIELD. SHOULD DISCREPANCIES OCCUR, NOTIFY ARCHITECT FOR CLARIFICATIONS.
- BEGINNING WORK INDICATES THAT THE CONTRACTOR HAS ACCEPTED AND VERIFIED EXISTING CONDITIONS.
- REFER TO CODE COMPLIANCE DRAWING(S) FOR LOCATIONS OF RATED ASSEMBLIES AND CODE SUMMARY.
- ABBREVIATIONS, TYPICAL MOUNTING DIMENSIONS, AND ANNOTATION SYMBOLS ARE SHOWN ON GENERAL INFORMATION DRAWINGS.
- WALL DIMENSIONS ARE TO FACE OF MASONRY, FACE OF CONCRETE, FACE OF STUDS, COLUMN CENTERLINE AS SHOWN OR EXISTING CONSTRUCTION UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE PERPENDICULAR AND PARALLEL, UNLESS NOTED OTHERWISE.
- PATCH ALL DISTURBED SURFACES WITH MATERIALS TO MATCH ADJACENT SURFACE CONSTRUCTION.
- PROVIDE APPROVED SMOKE/FIRESTOPPING ASSEMBLIES AT ALL MECHANICAL AND ELECTRICAL PENETRATIONS THROUGH FIRE RATED AND SMOKE RESISTANT PARTITIONS IDENTIFIED ON CODE COMPLIANCE DRAWINGS.
- OWNER FURNISHED EQUIPMENT IS SHOWN LIGHT DASHED FOR REFERENCE ONLY. REFER TO EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
- REFER TO INTERIORS FOR FINISHES INCLUDING WALL PROTECTION ITEMS.
- REFER TO SPECIFICATION SECTION 10 1400 FOR REQUIRED LOCATIONS OF CODE REQUIRED SIGNAGE.

**INTERIOR PARTITION GENERAL NOTES**

- CONSTRUCT ALL WALLS TIGHT TO DECK ABOVE AND EXTEND INTO DECK FLUTES AND WEBS OF STEEL MEMBERS UNLESS OTHERWISE NOTED.
- PROVIDE DEFLECTION TRACK AT THE TOP OF ALL INTERIOR NON-BEARING METAL STUD WALLS CAPABLE OF ACCOMMODATING 1" ROOF/FLOOR DEFLECTION. REFER TO DETAIL E4 ON A302-A FOR HEAD OF WALL CONDITION.
- REFER TO CODE COMPLIANCE PLAN FOR RATED WALL LOCATIONS. FIRE RATED AND SMOKE RESISTANT ASSEMBLIES SHALL BE CONTINUOUS, WITH OTHER PARTITIONS ABUTTING THEM.
- PROVIDE FIRESTOPPING/ SMOKE SEALANT AT ALL PENETRATIONS THROUGH FIRE RATED AND SMOKE RESISTANT ASSEMBLIES, CORRIDORS, AND FLOORS WITH OCCUPIABLE SPACES ABOVE AND BELOW.
- PROVIDE ACOUSTICAL SEALANT AT ALL WALLS WITH ACOUSTICAL INSULATION. PROVIDE 5/8" WATER RESISTANT GYPSUM WALLBOARD AT ALL WALLS OF TOILET ROOMS, WALLS RECEIVING TILE, AND WALLS BEHIND AND ADJACENT TO SINKS.
- PROVIDE 5/8" TILE BACKER AT ALL WALLS OF SHOWER ENCLOSURES.
- REFER TO STRUCTURAL DRAWINGS FOR MASONRY REINFORCING AND GROUTING.
- PROVIDE BULLNOSE CONCRETE MASONRY UNITS AT EXPOSED SILLS AND AT ALL INTERIOR EXPOSED VERTICAL CORNERS, INCLUDING WINDOW AND DOOR JAMBS.
- ALL WALLS ARE TYPE \_\_\_\_ UNLESS NOTED OTHERWISE.

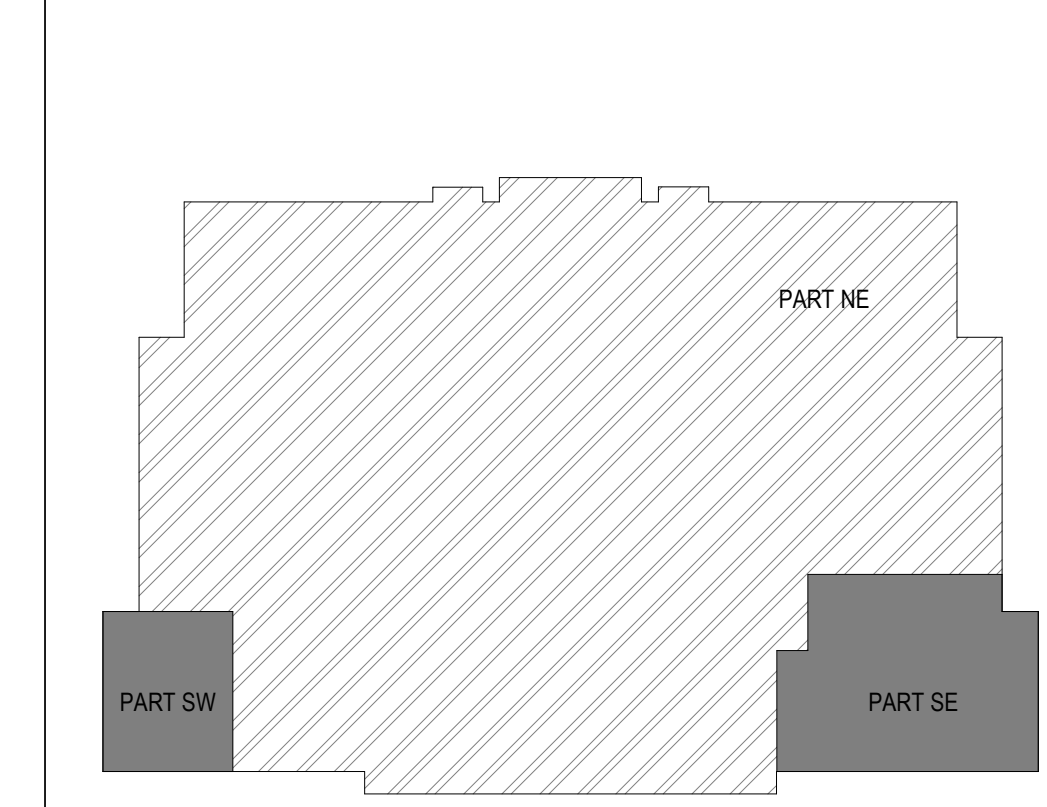
**INTERIOR PARTITION TAG LEGEND**

CORE MATERIAL	CORE SIZE (NOMINAL)			
	S	W	C	H
S - STEEL STUDS	0	1 5/8"		
W - WOOD STUDS	2	2 1/2"	2x (flat)	2 1/2"
C - CONCRETE	3	3 5/8"		
M - MASONRY	4	4"	2x4	4" 4"
H - CH / SHAFTWALL	5	6"	2x6	6" 6"
ACOUSTICAL INSULATION	6	8"	2x8	8" 8"
PROVIDE ACOUSTICAL INSULATION AT TAGGED LOCATIONS	7	10"		10"
PARTITION TYPE SUFFIX	8	12"		12"
REFER TO SCHEDULE BELOW	9			
	10			
	11			
	12			

**INTERIOR PARTITION TYPE SUFFIXES**

- A 5/8" GYPSUM BOARD ON BOTH SIDES; EXTEND TO DECK (OR HARD CEILING WHERE IT OCCURS)
- B 5/8" GYPSUM BOARD ON BOTH SIDES; EXTEND TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS)
- D 5/8" GYPSUM BOARD ON ROOM SIDE ONLY; EXTEND TO DECK
- E 5/8" GYPSUM BOARD ON ROOM SIDE ONLY; EXTEND TO 6" ABOVE CEILING (OR HARD CEILING WHERE IT OCCURS)
- T IS1 SAME AS S3A WITH 5/8" FRP PLYWOOD OVER STUDS ON TAGGED SIDE

**KEY PLAN**



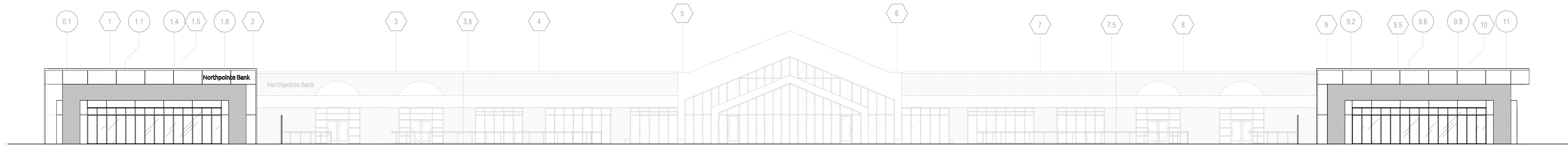
EXTERIOR FINISH MATERIALS LEGEND

MARK	FINISH MATERIAL	MANUFACTURER	PRODUCT	COLOR	SIZE
ACM1	ALUMINUM COMPOSITE MATERIAL	MITSUBISHI CHEMICAL COMPOSITES AMERICA, INC	ALPOLICPE ACM	BSM MATTE BLACK LOT#022620 / NONSTOCK	4MM THICK
ACM2	ALUMINUM COMPOSITE MATERIAL	MITSUBISHI CHEMICAL COMPOSITES AMERICA, INC	ALPOLICPE ACM	WLN WALNUT LOT#072619 / STOCK	4MM THICK
SF1	EXTERIOR STOREFRONT SYSTEM	OLDCASTLE BUILDING ENVELOPE (OBE)	FG6000	BLACK 378X500	2' X 6'
EP1	EXTERIOR MASONRY OPAQUE STAIN	SHERWIN WILLIAMS	EXTERIOR	MATCH EP2	

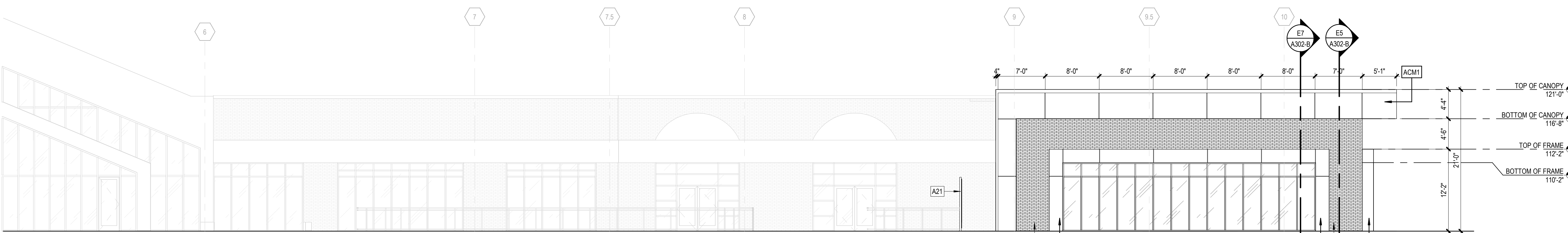
B.O.D. = BASIS OF DESIGN

KEYNOTES

NUMBER	NOTE
A19	ALIGN REVEALS WITH MULLIONS TOP
A21	NEW GATE. SEE CIVIL DRAWINGS FOR SITE PLAN
A22	NEW LOCATION FOR NPB SIGN



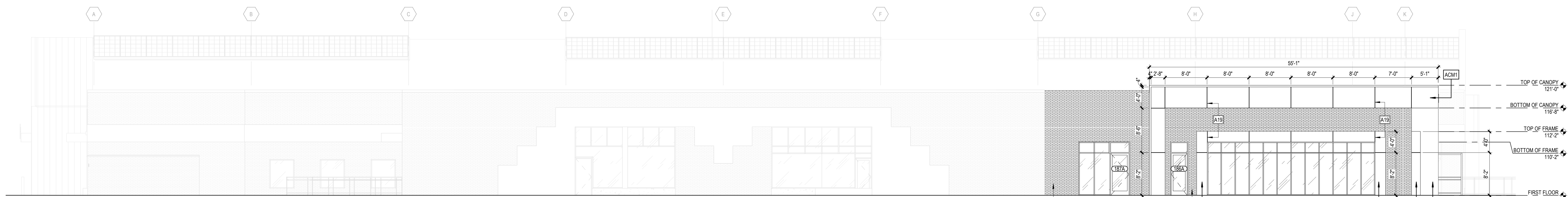
A2 SOUTH ELEVATION  
1/16" = 1'-0"



B2 SOUTH ELEVATION - PART A  
1/8" = 1'-0"



C2 SOUTH ELEVATION - PART B  
1/8" = 1'-0"



E2 WEST ELEVATION  
1/8" = 1'-0"

8/20/2022 11:52:24 AM Autodesk/Cad/Cad/01/001 - Northpointe Bank Operations/Custom/01/001/APP/REVISED.rvt  
 22.006  
 EXTERIOR ELEVATIONS  
 THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE AE, INC. (AN ENGINEERING, ARCHITECTURAL AND DESIGN FIRM) AND SHALL REMAIN THE PROPERTY OF PROGRESSIVE AE, INC. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PROGRESSIVE AE, INC.



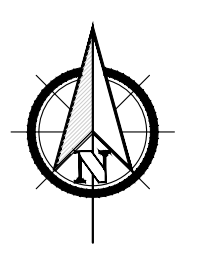


New Interior  
 Renovation for:

# Northpointe Bank Operations Phase 2

5303 28th Street Court SE  
 Grand Rapids, Michigan 49546

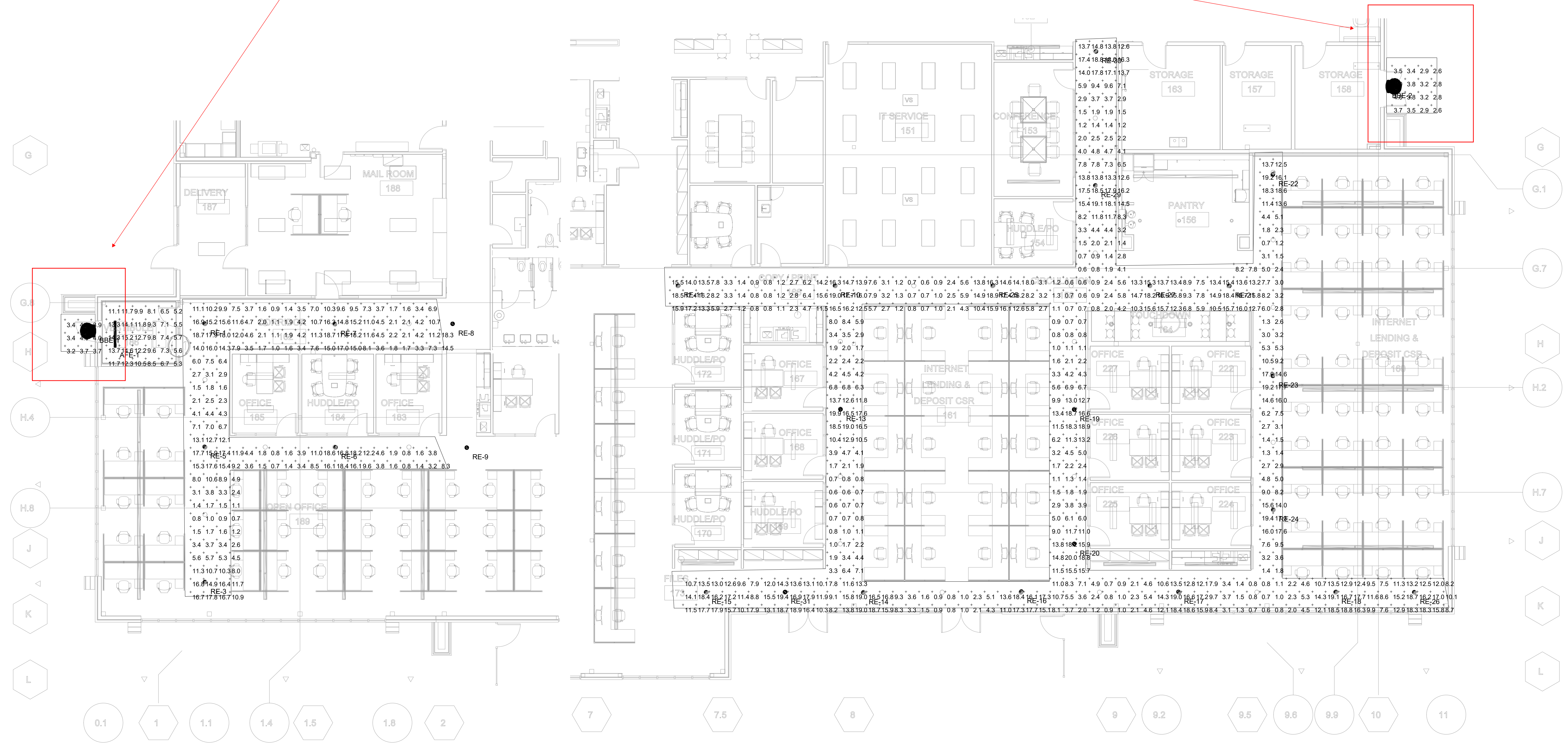
## EMERGENCY LIGHTING PLAN 1/8" = 1' - 0"



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
159 Exit Pathway	+	8.2 fc	20.0 fc	0.6 fc	33.3:1	13.7:1
162 Exit Pathway	+	7.4 fc	18.7 fc	0.7 fc	26.7:1	10.6:1
186 Exterior	+	3.7 fc	4.0 fc	3.2 fc	1.3:1	1.2:1
186 Vestibule	+	9.9 fc	15.2 fc	5.2 fc	2.9:1	1.9:1
188 Exterior	+	3.3 fc	4.0 fc	2.6 fc	1.5:1	1.3:1

Schedule											
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	Intensity Multiplier	LLF	Total Output	Input Power
+	AFE	1	COLUMBIA LIGHTING	CSL4-4035	tradeSELECT CSL Striplight 48" x 2.25" led striplight with opal lens	1	4201	1	1	4201	40.24
□	BBE	2	Lithonia Lighting	WDGE1 LED P1 40K 80CRI VF	WDGE1 LED WITH P1 - PERFORMANCE PACKAGE 4000K, 80CRI, VISUAL COMFORT FORWARD OPTIC	1	1227	1	1	1227	10.0002
⊗	RE	27	Lithonia Lighting	LDN6 35W16 LWEAR LSS	6IN LDN WALLWASH 3500K, 1500LM, CLEAR, SEMI-SPECULAR REFLECTOR	1	1377	1	1	1377	17.06

Entry Canopy lighting



Date:	Issued for:	Permits	Revised Lighting at Exterior Exits
12-05-2022			
01-10-2023			

**Hoekstra**  
 Electrical Services | Controls & Automation  
 "serving you with integrity"  
 hoekstraelectric.com  
 80 West 64th Street  
 Holland, Michigan 49423  
 (269) 751-4160 (p)  
 (269) 751-4182 (f)

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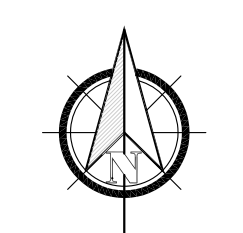


New Interior  
 Renovation for:

# Northpointe Bank Operations Phase 2

5303 28th Street Court SE  
 Grand Rapids, Michigan 49546

## EXTERIOR FACADE LIGHTING NOT TO SCALE



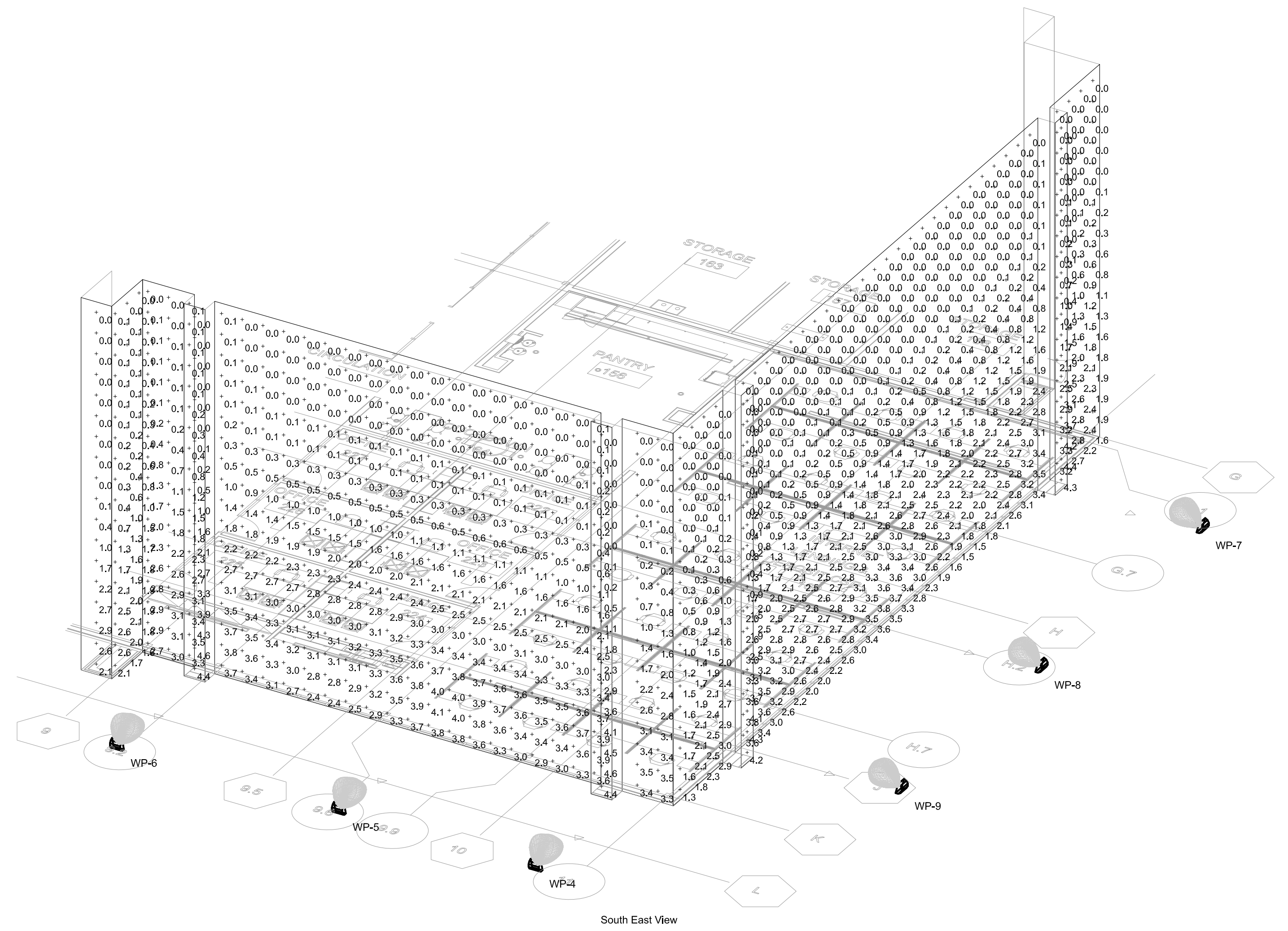
Date:	Issued for:
12-08-2022	Permits
01-10-2023	Revised Lighting at Exterior Exits
04-10-2023	Added E501 for Exterior Facade Lighting Calculations

**Hoekstra**  
 Electrical Services | Controls & Automation  
 "serving you with integrity"  
 hoekstreelectric.com  
 80 West 64th Street (269) 751-4160 (p)  
 Holland, Michigan 49423 (269) 751-4182 (f)

# E501

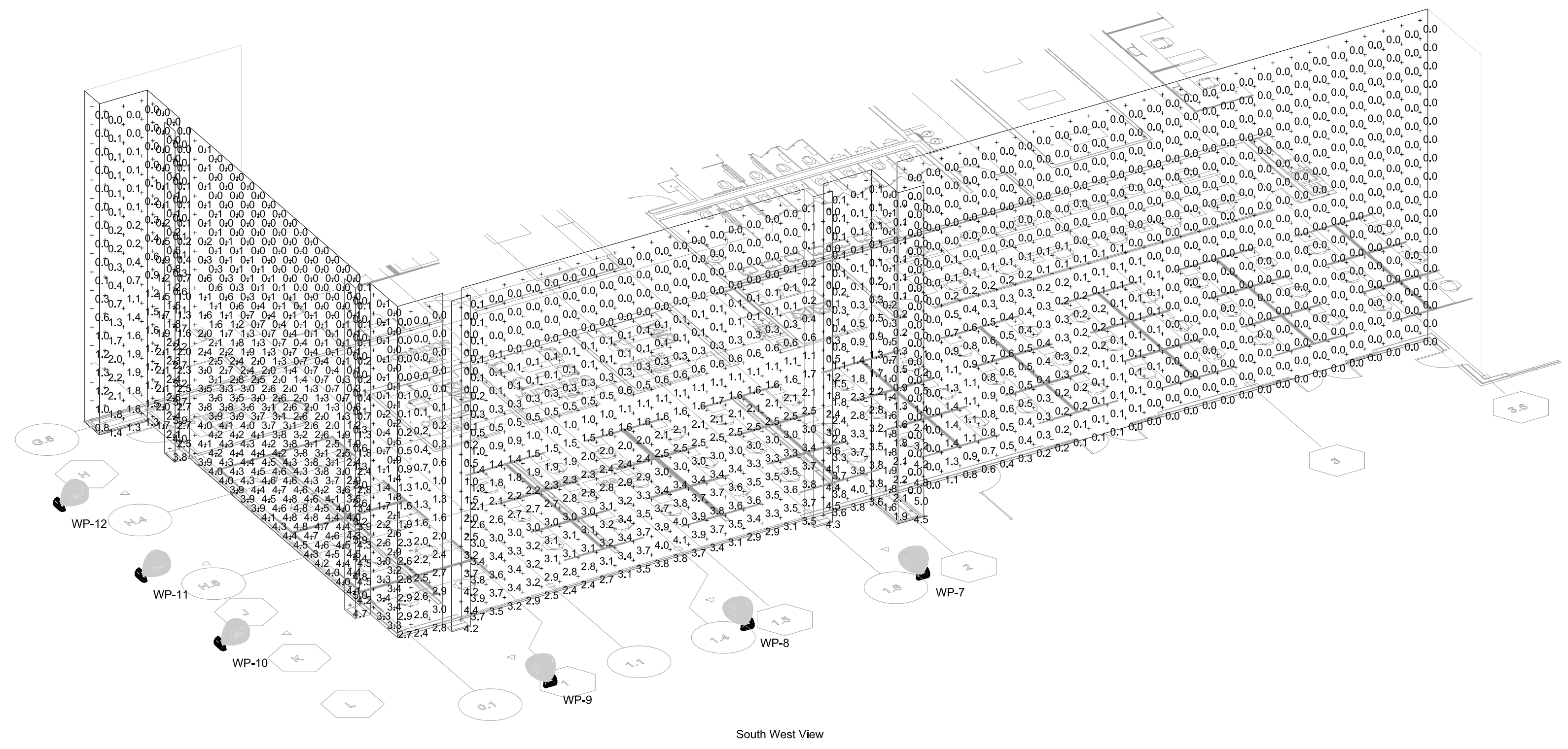
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	Intensity Multiplier	LLF	Total Output	Input Power
WP	WP	6	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	XTOR2B-FLD-KNC	CROSSTOUR 18W FLOOD LED WITH BRONZE HOUSING AND VISOR	1	Absolute	1	1	Unknown	18.2

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.9 fc	2.6 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.3 fc	3.5 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.6 fc	4.6 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.5 fc	4.1 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.7 fc	4.6 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.4 fc	3.5 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.0 fc	3.0 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.5 fc	4.3 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.3 fc	3.8 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.5 fc	4.4 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.1 fc	3.3 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	0.9 fc	2.9 fc	0.0 fc	N/A	N/A



Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	Intensity Multiplier	LLF	Total Output	Input Power
WP	WP	6	COOPER LIGHTING SOLUTIONS - LUMARK (FORMERLY EATON)	XTOR2B-FLD-KNC	CROSSTOUR 18W FLOOD LED WITH BRONZE HOUSING AND VISOR	1	Absolute	1	1	Unknown	18.2

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.5 fc	4.4 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.5 fc	4.3 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.7 fc	4.5 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.6 fc	4.0 fc	0.1 fc	40.0:1	16.0:1
Calc Zone #1	+	0.9 fc	2.6 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.5 fc	5.0 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	0.1 fc	1.4 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	0.4 fc	1.3 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	0.8 fc	2.2 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.1 fc	2.7 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.5 fc	4.0 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.9 fc	4.8 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.8 fc	5.0 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.3 fc	3.4 fc	0.0 fc	N/A	N/A
Calc Zone #1	+	1.1 fc	3.0 fc	0.0 fc	N/A	N/A



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**LEGAL DESCRIPTION OF PROPERTY**

That part of the Southeast 1/4, Section 7, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the Southeast corner of Section 7; thence S88°05'02"W 1054.98 feet along the South line of Section 7; thence N01°39'55"W 262.76 feet to the Northeastly line of Highway I-96; thence N47°05'25"W 859.39 feet along said Northeastly line; thence N85°06'45"W 200.04 feet along said Northeastly line to the Place of Beginning of this description; thence N85°06'45"W 529.35 feet along said Northeastly line; thence N01°13'45"W 107.65; thence N12°52'20"E 615.67 feet; thence N01°13'45"W 36.98 feet along the East line of the West 410 feet of the Southeast 1/4 of Section 7; thence N88°05'02"E 479.34 feet along the North line of the South 1695 feet of the Southeast 1/4 of Section 7; thence S01°23'52"E 271.86 feet; thence S88°20'05"W 105.81 feet; thence S01°25'52"E 531.24 feet to the Place of Beginning.

EXCEPT: That part of the Southeast 1/4, Section 7, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the Southeast corner of Section 7; thence S88°05'02"W 1054.98 feet along the South line of Section 7; thence N01°39'55"W 262.76 feet to the Northeastly line of Highway I-96; thence N47°05'25"W 859.39 feet along said Northeastly line; thence N85°06'45"W 200.04 feet along said Northeastly line to the Place of Beginning of this description; thence S88°20'05"W 434.19 feet; thence N01°25'52"W 75.00 feet; thence S88°20'05"W 60.26 feet; thence N01°25'52"W 196.60 feet; thence N88°05'02"E 534.47 feet along the North line of the South 1695 feet of the Southeast 1/4 of Section 7; thence S01°37'57"E 273.93 feet (Deeded as 273.98 feet); thence S88°20'05"W 40.97 feet to the Place of Beginning.

Together with non-exclusive easements as created, limited and defined by those instruments recorded in Liber 2418, Page 938; Liber 2515, Page 301; Liber 2561, Page 1345; Liber 2522, Page 229; Liber 2561, 1354; Kent County Records.

**EASEMENTS – SCHEDULE "B"**

- ⑦— Terms and Conditions contained in Warranty Deed as disclosed by instrument recorded in Liber 1744, page 298 (as shown).
- ⑧— Easement in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained instrument recorded in Liber 1747, Page 101 (over entire property).
- ⑨— Terms and Conditions contained in Non-Exclusive Easements as disclosed by instrument recorded in Liber 2418, Page 938 (offsite easement, see sheet 2).
- ⑩— Terms and Conditions contained in Non-Exclusive Easements Agreement as disclosed by instrument recorded in Liber 2515, page 301 (offsite easement, see sheet 2); Liber 2561, page 1345 (offsite easement, see sheet 2) and Liber 2561, page 1354 (as shown).
- ⑪— Terms and Conditions contained in Non-Exclusive Easements Agreement as disclosed by instrument recorded in Liber 2522, page 229 (offsite easement, see sheet 2).  
First Amendment to Non-Exclusive Easements Agreement recorded in Instrument No. 20170207-0011650 (as shown).
- ⑫— Terms and Conditions contained in Declaration of Easements as disclosed by instrument recorded in Liber 2561, page 1364 (as shown).
- ⑬— Terms and Conditions contained in Agreement and Easements as disclosed by instrument recorded in Liber 2594, page 30 (as shown).
- ⑭— Interests of others in the Oil, Gas and other Minerals in and under and that may be produced from captioned land as disclosed by instrument recorded in Liber 2598, page 624 (as shown); Liber 4907, page 630 (not shown, does not affect property); and instrument No. 20181116-0090584 (not shown, does not affect property).  
This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.
- ⑮— Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Instrument No. 20071219-0018823 (as shown).

**FLOOD NOTE**

By graphic plotting only, this property is in zone "X" of the Flood Insurance Rate Map, Community Panel No. 260814 0025 A, which bears an effective date of 11-6-91 and is not in a special flood hazard area. Zone "X" denotes areas outside of the 500 year flood plain.

**NOTES**

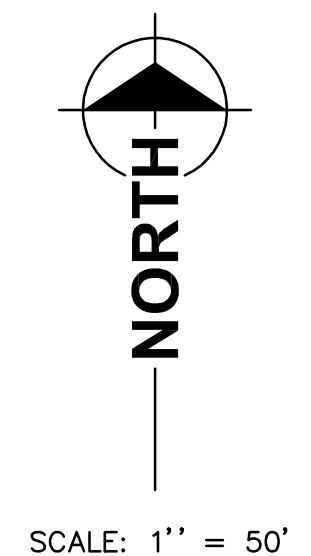
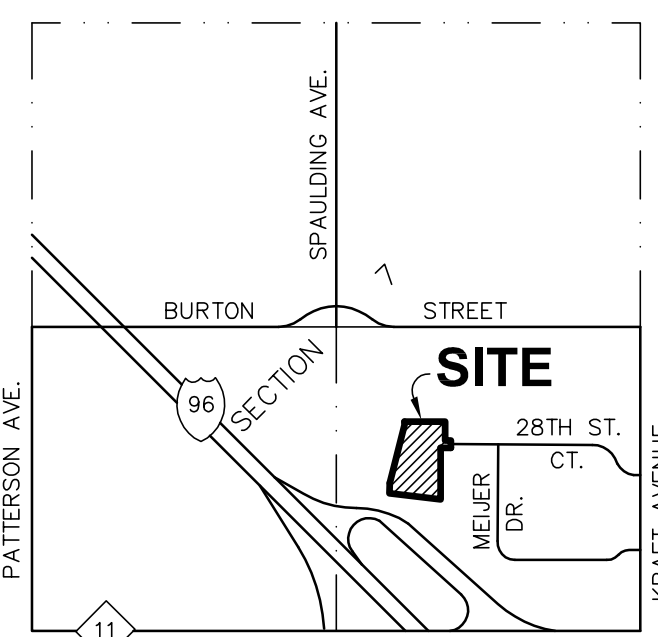
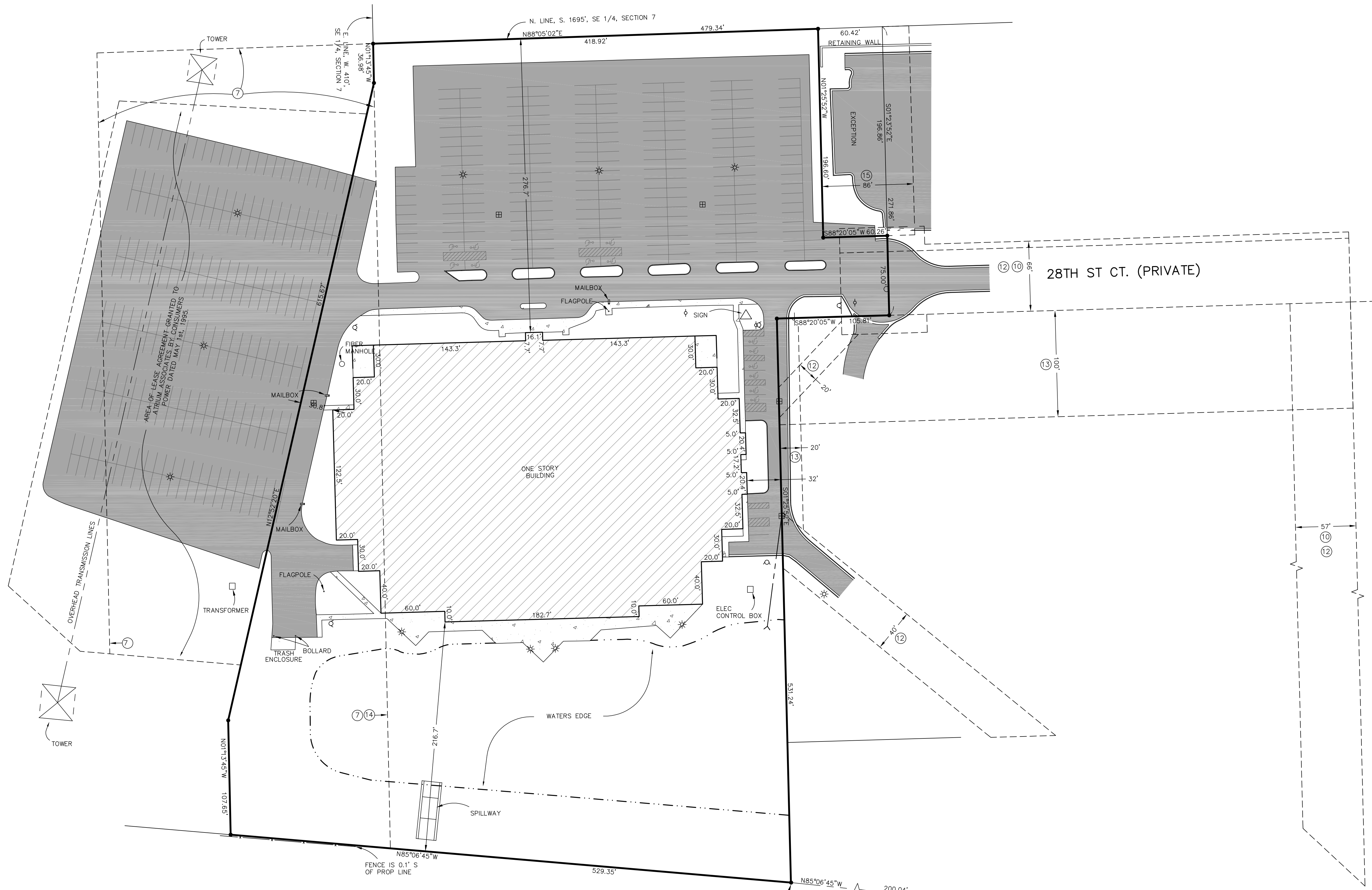
- 1. The property contains 8.53 acres.
- 2. Title work was supplied by First American Title Insurance Company, Commitment No. 861180, dated August 26, 2019.

**SURVEYOR'S CERTIFICATE**

The Undersigned Hereby Certifies to: Northpointe Bank  
First American Title Company of MI

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 3, 4, 7a, 8, and 19 of Table A thereof. The field work was completed on September 16, 2019.

Date: Randal D. Feenstra  
Registered Surveyor,  
State of Michigan  
Registration No. 37275



- LEGEND**
- Found Iron Stake
  - Set Iron Stake
  - Set Wood Stake
  - ⊕ Utility Pole
  - \* Light Pole
  - Fence Line
  - D = Deeded
  - P = Platted
  - M = Measured
  - ▨ Building
  - ▨ Deck
  - ▨ Concrete
  - ▨ Asphalt
  - ▨ Gravel



HIGHWAY I-96

**LEGEND**

- = SIGN
- △ = HYDRANT
- ◇ = VALVE
- ⊞ = CATCH BASIN
- = MANHOLE
- △ = BURIED CABLE MARKER
- \* = LIGHT POLE
- x---x = FENCE LINE
- = TELEPHONE BOX
- = FOUND IRON OR NAIL (AS NOTED)
- = SET IRON OR NAIL (AS NOTED)

REVISIONS

**ALTA/NSPS LAND TITLE SURVEY**  
**5303 28TH STREET COURT**  
**PP# 41-19-07-451-013**

FOR: Northpointe Bank  
3333 Deposit Dr NE  
Grand Rapids, MI 49564

PART OF THE SE 1/4, SECTION 7, T6N, R10W,  
CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN.

**Feenstra & Associates, Inc.**  
CIVIL ENGINEERS & SURVEYORS  
7482 Main Street  
Jenison, MI 49428  
Phone: 616-457-7050  
www.feenstrainsc.com

Date: 07-06-10  
Date: 09/23/19

November 18, 2022

Project No. 170168

Brian Hilbrands  
Interim Planning Director  
Cascade Charter Township  
2865 Thornhills Avenue SE  
Grand Rapids, MI 49546

### **Northpointe Bank Operations Center – 5303 28th St SE Site Plan Review**

Dear Brian:

We have reviewed the Site Plan for the Northpointe Bank expansion, prepared by Progressive AE. The applicant is proposing an expansion of the existing facility consisting of three building additions, a paved entrance drive, and concrete sidewalk access paths.

We received the initial Site Plan for review on October 5th, 2022. We reviewed the Site Plan and provided comments to the engineer. The final stormwater report and Site Plan are dated November 14th, 2022.

### **Stormwater and Drainage**

The proposed project is being reviewed under the updated 2022 Stormwater Ordinance, and the criteria in the Stormwater Standards Manual, revised March 03, 2019.

The project Site is in Flood Control Zone 2. The proposed project is a redevelopment and shall comply with the current standards for the redeveloped portion of the Site.

The Northpointe Bank Site is adjacent to the Hilton Drain drainage detention basin which provides flood control and channel protection for the proposed Site. In addition, a large bioretention area in the southwest quadrant of the project Site will provide water quality treatment, and extended detention.

### **Flood Control**

Flood control is provided by the existing regional detention basin which serves the surrounding area. The additional flood storage required for this project will raise the high-water elevation by 0.03 feet (< 1 inch). Correspondence has been provided from the Kent County Drain Commissioner's office which states they've reviewed this project and that the basin has sufficient capacity.

### **Channel Protection**

The underlying soils of this Site are not conducive to infiltration; therefore, the Site utilizes the extended detention alternate approach to channel protection. Extended detention will be provided through a large bioretention basin in the southwest quadrant of the proposed Site. The difference between the pre- and post-development 2-year, 24-hour runoff volume is 678 cubic feet. The proposed bioretention area has a surface storage volume of 870 cubic feet. The low-flow release is provided by filtration through the bioretention media to a perforated underdrain, which discharges into the regional basin.

## Water Quality

Water quality treatment will be performed by the bioretention area as well as the large detention basin.

## Drainage Plan

The applicant has submitted plans, calculations, and additional documentation as required in SWO Section 2.03, Drainage Plan. Please note that a maintenance agreement and a long-term maintenance plan are required before construction begins. The agreement should be submitted to the Township for review. The maintenance agreement and plan should include, at a minimum, maintenance two times per year for landscaped BMPs and guidance on indications that issues may exist with the regional basin.

## Utilities and General Comments

### Sanitary Sewer and Water Services

The Site Plan does not indicate any changes or modifications to the sanitary sewer laterals or water services that currently service the building. It is possible there may be internal plumbing changes or improvements that would require building department review and approval.

### Driveways and Sidewalks

The Site Plan indicates there will be modifications to the asphalt paving and concrete approaches to accommodate the new building addition. Because this addition is located on the southern edge of the building no changes to Fire Truck access are required.

## Soil Erosion and Sedimentation Control

Soil Erosion and Sedimentation Control (SESC) falls under the review and approval of the Kent County Road Commission (KCRC) and a permit is required before construction can begin.

SESC measures are provided on the plan drawings. The applicant has included silt fence along the edge of the property where earth disturbance is expected to occur. KCRC may require additional SESC measures beyond what is shown on the drawings.

The disturbed area of the Site does not exceed five acres.

## Summary

The proposed stormwater management design meets the Township SWO requirements for the Site location. Therefore, from an engineering point of view, we recommend approval.

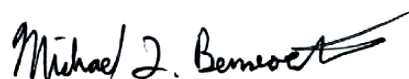
If you have any questions or require additional information, please contact me at 616.464.3979 or [theath@fishbeck.com](mailto:theath@fishbeck.com).

Sincerely,



**Anthony Heath, PE**  
Civil Engineer

By email



**Michael L. Berrevoets, PE**  
Vice President/Senior Civil Engineer

## PUD Ordinance - Home Design Center #6 of 1988

### ORDINANCE #6 OF 1988

AN ORDINANCE TO AMEND THE CASCADE CHARTER TOWNSHIP ZONING ORDINANCE AND ZONING MAP TO ESTABLISH THE HOME DESIGN CENTER PLANNED UNIT DEVELOPMENT PROJECT

#### CASCADE CHARTER TOWNSHIP ORDAINS:

SECTION 1. AN AMENDMENT TO THE CASCADE CHARTER TOWNSHIP ZONING ORDINANCE. That the application received from Properties Corporation of America or its assigns (hereinafter referred to as the "Developer") for Planned Unit Development designation for their proposed Home Design Center (hereinafter referred to as the "Premises") was recommended by the Cascade Township Planning Commission for approval on August 15, 1988. The Premises is recommended for rezoning from its former zoning classification thereby requiring this amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission's recommendation and the Cascade Township Board action on August 24, 1988.

#### SECTION II. LEGAL DESCRIPTION.

The legal description of the Premises is as follows:

That part of the SE 1/4, Section 7, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the SE corner of Section 7; thence S 88 degrees 05' 02" W 1054.98 feet along the South line of Section 7; thence N 1 degree 39' 55" W 262.76 feet to the Northeasterly line of Highway I-96; thence N 47 degrees 5' 25" W 859.39 feet along said Northeasterly line; thence N 85 degrees 06' 45" W 200.04 feet along said Northeasterly line to the PLACE OF BEGINNING of this description; thence N 85 degrees 06' 45" W 529.35 feet along said Northeasterly line; thence N 1 degree 13' 45" W 107.65 feet; thence N 12 degrees 52' 20" E 615.67 feet; thence N 1 degree 13' 45" W 36.08 feet along the East line of the West 410 feet of the SE 1/4 of Section 7; thence N 88 degrees 05' 02" E 434.34 feet along the North line of the South 1695 feet of the SE 1/4 of Section 7; thence S 1 degree 25' 52" E 271.66 feet; thence S 88 degrees 20' 05" W 60.81 feet; thence S 1 degree 25' 52" E 531.24 feet to the place of beginning. This parcel contains 8.520 Acres.

That part of the SE 1/4, Section 7, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the SE corner of Section 7; thence S 88 degrees 05' 02" W 1054.98 feet along the South line of Section 7; thence N 1 degree 39' 55" W 262.76 feet to the Northeasterly line of Highway I-96; thence N 47 degrees 05' 25" W 382.36 feet along said Northeasterly line; thence N 1 degree 25' 52" E 888.91 feet along the West line of the East 1/2 of the SE 1/4 of Section 7 to the PLACE OF BEGINNING of this description; thence S 88 degrees 20' 05" W 479.19 feet; thence N 1 degree 25' 52" W 271.66 feet; thence N 88 degrees 05' 02" E 479.21 feet along the North line of the South 1695 feet of the SE 1/4 of Section 7; thence S 1 degree 25' 52" E 273.76 feet along the West line of the NE 1/4 of the SE 1/4 of Section 7 to the place of beginning. This parcel contains 3.000 Acres.

That part of the SE 1/4, Section 7, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the SE corner of Section 7; thence S 88 degrees 05' 02" W 1054.98 feet along the South line of Section 7; thence N 1 degree 39' 55" W 262.76 feet to the Northeasterly line of Highway I-96 and the PLACE OF BEGINNING of this description; thence N 47 degrees 05' 25" W 71.24 feet along said Northeasterly line; thence N 88 degrees 20' 05" E 50.75 feet; thence S 1 degree 39' 55" E 50.0 feet to the place of beginning.

That part of the SE ¼, Section 7, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the SE corner of Section 7; p thence S 88 degrees 05' 02" W 1054.98 feet along the South line of Section 7; thence N 1 degree 39' 55" W 312.76 feet to the PLACE OF BEGINNING of this description; thence S 88 degrees 20' 05" W 20.0 feet; thence N 1 degree 39' 55" W 74.58 feet; thence N 88 degrees 20' 05" E 20.0 feet; thence S 1 degree 39' 55" E 74.58 feet to the place of beginning.

### SECTION III. GENERAL PROVISIONS.

The following provisions shall hereby apply to the aforementioned Premises in addition to those provisions outlined in Section 13.11 of the Cascade4 Charter Township Zoning Ordinance (Ordinance No. 2 of the 1978), as amended through August 28, 1984.

### SECTION IV. PERMITTED USES.

The permitted uses for the Home Design Center PUD are as follows:

1. Drapes and Wall Covering stores;
2. Hardware and Paint stores;
3. Floor Covering stores;
4. Household appliance stores;
5. Interior-Home decorator and design professional offices;
6. Art merchandising studios;
7. Furniture stores;
8. One limited service coffee shop designed solely to serve the Premises; and
9. Other uses similar to the above.

### SECTION V. DESIGN STANDARDS.

For the purposes of this PUD only one (1) multi-tenant building containing not more than 90,000 square feet shall be permitted. The following Design Standards shall apply within the Home Design Center PUD.

#### A. Area regulations –

1. The building shall be setback from the street right-of-way a minimum of twenty (20) feet. The setback shall be seeded and maintained as open space.
2. Side setbacks shall in no case be less than twenty-five (25) feet. The rear setback shall in no case be less than one hundred (100) feet. Parking shall be permitted in the side and rear setbacks.

B. Height Regulations – The building shall not exceed the height of forty (40) feet, as measured in accordance with the Cascade Charter Township Zoning Ordinance.

#### C. Off Street Parking and Loading Areas –

1. All employee and visitor parking shall be provided on-site and not on any streets. Such parking areas may be located in the side or rear yards and shall be surfaced prior to occupancy with bituminous concrete or asphalt. Driveways shall be constructed with materials equal to or better than the requirements established by the Kent County Road Commission.
2. Driveways, parking and loading areas shall have curb and gutter. The curb and gutter installation shall be consistent with the requirements established by the Kent County Road Commission.
3. All off-street parking areas shall be drained so as to prevent drainage onto abutting properties unless there is a common drainage system shared by all the abutting properties.
4. Any lighting fixtures used to illuminate off-street parking shall be so arranged as to reflect the light away from adjacent properties, streets or highways.

#### D. Parking Requirements –

1. Off-street parking for the Premises shall accommodate 326 vehicles. At least 245 parking spaces shall be paved in accordance with Section V.C. 1 above. All unpaved portions shall be landscaped until such time that it is needed for parking.
2. Each off-street parking space for automobiles shall be a minimum of 180 square feet in area, with a minimum width of nine (9) feet, exclusive of access drives or aisles. There shall be provided a minimum access drive of twenty (20) feet in width, and where a turning radius is necessary, it shall be of such an arc as to reasonably allow an unobstructed flow of vehicles. Parking aisles shall be of sufficient width to allow a minimum turning movement into and out of parking spaces. All parking shall be 90 degree parking with a minimum aisle width of 24 feet.

#### E. Signs –

1. No signs shall be placed on the Premises except those specifically permitted below:
  - a. Two (2) wall signs not to exceed fifty (50) square feet each (placed on south side).
  - b. One (1) off-site shared pole sign (30 feet in height) not to exceed a total of 125 square feet. The shared pole sign may have sides which are constructed in a triangle having 60 degree angles using only two sides for the design message. This sign pylon may be set adjacent to the right-of-way line and may not exceed the height of thirty (30) feet.

c. Two (2) shared off-site ground directional signs not to exceed thirty-two (32) square feet each.

d. One (1) directory sign not to exceed sixty (60) square feet. This sign may have sides which are constructed in a triangle having 60 degree angles, using only two sides for the sign message and may be setback twenty (20) feet from the right-of-way.

e. Two (2) tower development identification signs not to exceed 62.5 square feet each and a height of forty (40) feet.

f. One (1) 32 square foot canopy entrance sign.

g. Traffic safety signs may be installed as needed upon approval of the Planning Director.

2. No billboards, temporary or portable signs, balloon signs, banners, search lights, loudspeakers, amplifiers or similar devices will be permitted in this PUD District. Temporary or portable signs and banner signs may be used for special events or occasions (i.e. grand openings) upon review of the Planning Director.

3. One on-site temporary sign for the purpose of describing the building development, or advertising the sale or lease of a site or building shall be permitted prior to occupancy. The color, character, and wording of the sign shall be prescribed by the Developer. Such signs shall not exceed thirty-two (32) square feet.

4. Signs may be illuminated. However, no intermittent or flashing illumination shall be permitted. The tower development identification signs shall not be internally illuminated.

All signs, unless otherwise provided shall be setback twenty-five (25) feet from the right-of-way or property line.

#### F. Temporary Buildings –

No structure of a temporary nature; trailer, tent, or construction shack shall be constructed, placed or maintained on the Premises except accessory to and during construction of the building.

#### G. Landscaping –

1. The Premises shall be landscaped in accordance with plan and specifications approved by the Planning Commission. The entire building site, including curb parkways, shall be appropriately landscaped with grass, canopy and coniferous trees, shrubs, and ground cover. Expansion areas shall be placed in grass and kept weed free. Any areas which become disturbed for any reason shall be restored in accordance with the original landscape plan unless approved otherwise in writing by the Planning Director.

2. Landscaping shall be installed within ninety (90) days of completion of the building or structure, unless permitted in writing by the Planning Director at a later date.

3. All landscaping shall be hardy plant materials and maintained thereafter in a neat and orderly manner. Withered and/or dead plant materials shall be replaced within a reasonable period of time but no longer than one growing season. All new trees used in a landscaped area shall have a minimum diameter of 2-1/2 inches or a height of ten (10) feet, whichever is most appropriated to the specie.

4. Every effort shall be made to retain existing trees. Trees with a diameter of five (5) inches or more shall not be removed without written approval of the Planning Director.

5. Underground sprinkling systems shall be installed where necessary (except the parking area held in reserve) to service landscaped areas and such areas shall be neatly maintained, including mowing, fertilizing and pruning.

6. Parking and loading areas shall be landscaped and/or fenced, as shown on the approved landscape plan, in such a manner as to interrupt or screen said areas from view from access streets.

H. Outside Storage/Display Areas – Outside storage/display areas must be specifically approved by the Planning Director and shall be effectively screened from view as well as kept in a neat and orderly manner. Patio furniture may be displayed on the building patio during the summer season.

#### SECTION VI. IMPROVEMENTS; PERFORMANCE GUARANTEE.

To insure compliance with this Ordinance and any conditions herein, Cascade Township shall require the Developer to submit a surety bond or irrevocable letter of credit to be determined by the Township Board within 60 days of the effective date of this Ordinance. This surety bond or letter of credit shall be used by the Township to recover expenditures associated with planning and development activities of the Premises, including, but not limited to, the engineering, legal, and infrastructure costs which may become the liability of the Township.

The Township shall not draw upon the surety bond or letter of credit unless Properties Corporation of America fails to promptly reimburse the Township for such billed expenses, within sixty (60) days, following the billing date.

#### SECTION II. MASTER SITE DEVELOPMENT PLAN.

The Premises shall conform in as much as reasonably possible with the master site development plan approved by the Township Board and signed by the Township Supervisor on August 24, 1988.

#### SECTION III. EFFECTIVE DATE.

This Ordinance shall become effective upon publication in The Grand Rapids Press, a newspaper of general circulation within the Township of Cascade.

The foregoing Ordinance was offered by Board Member Burlingham, supported by Board Member Carpenter. The roll call vote being as follows:

Yeas: Burlingham, Carpenter, Champion, Hansen and Henning.

Nays: None

Absent: Ellinger and Rowland

Brenda J. Henning

Cascade Charter Township Clerk

#### CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the 24<sup>th</sup> day of August, 1988.

Brenda J. Henning

Cascade Charter Township Clerk

## **PUD Ordinance - Home Design Center #3 of 1993**

### **CASCADE CHARTER TOWNSHIP**

#### **Ordinance #3 of 1993**

**AN ORDINANCE TO AMEND ORDINANCE #6 OF 1988, THE HOME DESIGN CENTER PLANNED UNIT DEVELOPMENT PROJECT.**

#### **CASCADE CHARTER TOWNSHIP ORDAINS:**

##### **Section 1. Amendments to the Home Design Center PUD Ordinance**

**Delete Section IV of Ordinance #6 of 1988 as follows:**

##### **SECTION IV. PERMITTED USES:**

**The permitted uses for the Home Design Center PUD are as follows:**

- 1. Drapes and Wall Covering stores;**
- 2. Hardware and Paint stores;**
- 3. Floor Covering stores;**
- 4. Household appliance stores;**
- 5. Interior-Home Decorator and design professional offices;**
- 6. Art Merchandising studios;**
- 7. Furniture stores;**
- 8. One limited service coffee shop designed solely to serve the Premises; and**
- 9. Other uses similar to the above.**

**Delete Section V.D. 1 of Ordinance #6 of 1988 as follows:**

##### **D. Parking Requirements –**

**1. Off-Street parking for the Premises shall accommodate 326 vehicles. At least 245 parking spaces shall be paved in accordance with Section V.C. 1 above. All unpaved portions shall be landscaped until such time that it is needed for parking.**

**Add a new Section – Section IV as follows:**

**1. Personal service establishments which perform services on the premises, such as, but not limited to, repair shops (watches, radios, television, shoes, etc.), tailor shops, beauty parlors or barber shops, photographic studios, self-service laundries, flower shops and print shops.**

2. Dry cleaning establishments or pick-up stations, dealing directly with the consumers. Central dry cleaning plants serving more than one retail outlet are prohibited.
3. Business establishments which perform services on the premises, such as, but not limited to, banks, loan companies, insurance offices and real estate offices.
4. Appliance stores.
5. Home improvement centers.
6. Furniture stores.
7. Office machines and computers sales and service.
8. Department stores, excluding sale at wholesale level.
9. Athletic clubs and health spas.
10. Banquet and conference facilities.
11. Business or trade schools.
12. Executive, administrative, and business offices such as, but not limited to, banks, loan companies, insurance, data processing centers, real estate, and non-profit organizations.
13. Professional services, including offices of medical doctors, dentists, osteopaths and similar or allied health care professionals; architects; engineers; accountants; attorneys; and similar professions.
14. Medical and dental laboratories.
15. Emergency medical clinics.
16. Post offices and similar governmental office buildings.
17. Day care facilities.
18. Limited service coffee shops/deli designed to serve the premises.
19. Other uses similar to the uses permitted in this Section.
20. Accessory structures and uses customarily incidental to the uses permitted in this district, subject to the provisions of Section 4.08.

Add a new Section – Section V.D. 1 as follows:

The total number of parking spaces to be required shall be based on the standards set forth in Section 19.11 of the Cascade Charter Township Zoning Ordinance. Initially, 245 parking spaces shall be paved in accordance with Section V.C. 1 above. Thereafter, the Planning Director shall review each new use in combination with all other existing uses on the site to determine the total number of parking spaces required. All additional parking spaces shall be paved unless the Planning Director determines that some of the required paved parking area may be deferred.

Section 2. Effective Date

These PUD Ordinance Amendments shall become effective upon publication in The Grand Rapids Press, a newspaper of general circulation within the Township of Cascade.

The foregoing Ordinance amendments were offered by Board Member Boonenberg, supported by Board Member VanStrien. The roll call vote being as follows:

Yeas: Boonenberg, Carpenter, Henning, Johnson, Julien, VanStrien.

Nays: None

Absent: Hansen

Abstain: None

Brenda J. Henning

Cascade Charter Township Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the 24th of March, 1993.

Brenda J. Henning

Cascade Charter Township Clerk

## MEMORANDUM

To: Cascade Township Board of Trustees

From: Madison Smith-Jacoby, Zoning Administrator

cc: Brian Hilbrands

Date: 6-7-2023

Re: Case 23-3763 - 5283 Whitneyville Avenue SE – Bed & Breakfast –  
Type II Special Use Permit

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After holding a public hearing at the meeting on June 5, 2023, The Planning Commission recommends the application be considered for approval by the Township Board of Trustees with conditions.

The staff report conditions have been updated to reflect these recommendations made by Planning Commission.

The Township Board is not required to hold a public hearing for this approval.

### Attachments:

Staff Report  
Application – site plan, narrative, parcel information

**STAFF REPORT**

STAFF REPORT: Case # 22-3764  
REPORT DATE: June 7, 2023 – revised after June 5<sup>th</sup> meeting  
PREPARED FOR: Cascade Charter Township Planning Commission  
MEETING DATE: June 5, 2023  
PREPARED BY: Madison Smith-Jacoby

APPLICANT

**Heidi & Patrick Fitzgibbon**

STATUS  
OF APPLICANT: Property Owner

REQUESTED ACTION: The applicant is requesting a Type II Special Use permit to operate a Bed & Breakfast.

EXISTING ZONING OF  
SUBJECT PARCEL: ARC

GENERAL LOCATION: on Whitneyville, south of highway 96

PARCEL SIZE: 1.45 acres

PROPERTY LOCATION: 5283 Whitneyville Avenue SE

EXISTING LAND USE  
ON THE PARCEL: Residential

ADJACENT AREA  
LAND USES:  
N: Residential  
E: Residential/Agricultural  
S: Residential  
W: Residential

ZONING ON  
ADJOINING PARCELS:  
N: ARC  
E: PUD-60  
S: ARC  
W: ARC

**STAFF COMMENTS:**

- A. The applicant is pursuing approval for operating a Bed & Breakfast out of their home. Today they are seeking a recommendation for approval to the Cascade Township Board of Trustees.
- B. The applicant has indicated on the site plan that a portion of the home is to be used for guests to stay in.
- C. The home was built in 1853 as a tavern and the name of the property is still Whitney Tavern Stand. The property was previously an inn. Please refer to the applicant’s narrative for further context.
- D. There is approximately 500sqft. of guest quarters in the home. There is only one unit available for reservation. It can sleep up to 5 guests, with two bedrooms. The whole home is assessed at 4, 515sqft.
- E. Based on Chapter 17 requirements, the applicant has indicated there are two parking spaces, each 11 feet wide, for guests to park. This fulfills the 1 space per room rental requirement. In this case “room” is interpreted as “unit for reservation”
- F. The Fire Department requires 1 smoke detector in each room and 1 ABC fire extinguisher on the main level.
- G. The Building Official has reviewed the application and will require a smoke detector in each room as well as a carbon monoxide detector.
- H. The applicant has spoken with the Kent County Health Department who doesn’t require any permits for serving premade food to guests. Refer to applicant for confirmation as documentation was not provided.
- I. The Township does not currently have any other Bed & Breakfast accommodations in operation to compare this case with.

**Conditions for Special Use Permit Approval**

Special Land Use review and Section 17.07b Bed and Breakfast establishments requires a Bed & Breakfast meet the criteria included in the table below.

<i>Factors</i>	<i>Comments</i>
Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or	There are no exterior changes to the property to accommodate this use. The house will remain as-is and present as a single-family home still.

intended character of the area in which the use is proposed.	
Be adequately served by essential facilities and services such as highways, streets, police and fire protection, drainage, refuse disposal, water and sewer facilities and schools.	The Tavern is located just south of Highway 94 and front Whitneyville Avenue, a
Not create excessive additional requirements at public cost for public facilities and services.	No change in services is needed for this Bed & Breakfast to operate.
Not cause traffic congestion, conflict or movement in greater proportion to that normally prevailing for the use in the particular zoning district.	Only up to 3 guests at a time can stay at the Bed & Breakfast. This will not create additional traffic congestion.
Not involve uses, activities, processes, materials, equipment or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of noxious or offensive production of noise, smoke, fumes, glare, vibration, odor or traffic.	The bed & breakfast does not host any events or activities that would be detrimental to any persons. No excess noise, smoke, fumes, glare, vibration, odor or traffic.
All applicable federal, state, and local licensing regulations shall be complied with.	The applicant has been informed that food service must meet KCHD standards for food safety.
Location outside of a platted residential subdivision.	This parcel is not part of a platted subdivision.
Subordination to the principal use of a single-family dwelling unit.	The primary use of the property is a single-family-home. Approximately 1/3 of the principal residence is dedicated to bed & breakfast.
Occupancy of no more than fifty (50) percent of the dwelling unit.	3 rooms in the home are used to serve bed & breakfast guests. The site plan indicates 500sqft of the 4,515sqft. home is utilized for the bed & breakfast. This makes up 11% of the dwelling unit.
The premises shall be the principal residence of the operations owner/operator when the establishment is active	Heidi and Patrick live in the home full time and are the owners and operators of the bed and breakfast. There are no additional staff.
The structure shall be erected or retained as a single-family structure. Commercial food preparation equipment and eating or bathroom facilities within individual sleeping quarters shall not be installed.	The home's interior has not been altered and still functions as a single-family home with an area designated for guests.
Meal services shall be limited to during normal and customary breakfast hours and shall be	Heidi and Patrick provide a continental style breakfast of pre-made food served for guests to enjoy at their leisure.

provided only to lodgers registered to the establishment.	
Two (2) off-street parking spaces for the owner operator and one (1) off-street parking space per room to be rented shall be provided.	Next to the guests' quarters are two parking spaces with additional parking available on the driveway. Each space is 11 feet wide.
Signs shall be subject to the regulations applicable to signs in the district in which the use is located.	There is one tavern sign in the front yard that measures 3 feet by 2 feet. It is not in the ROW.

RECOMMENDATION

Staff recommends that this special use permit be recommended to the Township Board of Trustees for approval with the following conditions:

1. Fire code requirements must be met.
2. Building code requirements must be met.
3. Kent County Health Department permits are obtained if required.
4. No additional signage is placed on the property.
5. Guests can stay no more than 10 consecutive nights.
6. The approval is for one unit with two bedrooms.

Attachments:  
Application Packet



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids, Michigan 49546-7140

### PLANNING & ZONING APPLICATION

APPLICANT: Name: Heidi Fitzgibbon  
 Address: 5283 Whitneyville Ave SE  
 City & Zip Code Alto 49302  
 Telephone: 616-914-1134  
 Email Address: fitzph@yahoo.com

OWNER: \* (If different from Applicant)  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City & Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)

<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Administrative Site Plan Review
<input type="checkbox"/> Deferred Parking	<input type="checkbox"/> P.U.D. - Rezoning *
<input type="checkbox"/> P.U.D. - Site Condominium *	<input type="checkbox"/> Rezoning
<input type="checkbox"/> Site Plan Review *	<input type="checkbox"/> Sign Variance Subdivision
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Plat Review *
<input checked="" type="checkbox"/> Zoning Variance	<input type="checkbox"/> Other: _____ *

*\* Requires an initial submission of 5 copies of the completed site plan*

BRIEFLY DESCRIBE YOUR REQUEST:\*\*

(see attachment)  
Whitney Tavern Stand B&B

(\*\*Use Attachments if Necessary)  
 -SEE OTHER SIDE-

LEGAL DESCRIPTION OF PROPERTY\*\*:

(see attachment)

(\*\*Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 - 35-100-005

ADDRESS OF PROPERTY: 5283 Whitneyville Ave SE Alto 49302

PRESENT USE OF THE PROPERTY: Home and B & B

NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:

Name(s)

Address(es)

Patrick Fitzgibbon

Same

SIGNATURES

I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.

I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)

Owner - Print or Type Name  
(\*If different from Applicant)

Heidi Fitzgibbon  
Applicant - Print or Type Name

\*  
Owner's Signature & Date  
(\*If different from Applicant)

Heidi Fitzgibbon 5-1-23  
Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET - THANK YOU

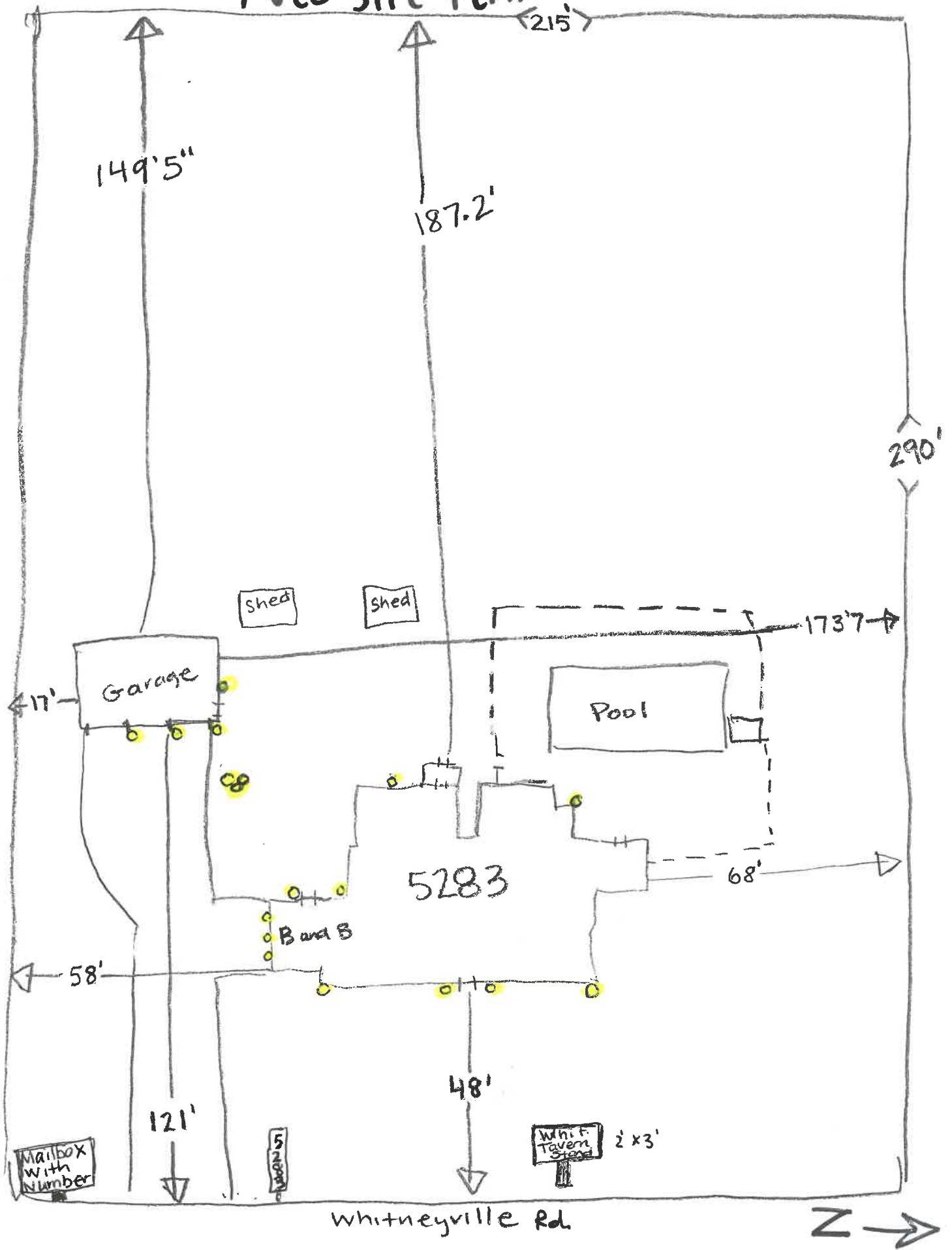
I am requesting to operate a B&B in a portion of our single family dwelling unit (principal residence) home at 5283 Whitneyville, which is the historic Whitney Tavern Stand, built in 1853. This home is outside of a platted residential subdivision. The B&B portion is 561 square feet which is 13% of the total house. The space is for one party at a time and includes 2 bedrooms, a bathroom, and a small sitting room with kitchen amenities (microwave and keurig). Guests have their own entrance and their own two off-street parking spaces. A formal breakfast is not served but guests are provided with coffee, tea, and snacks to enjoy at their leisure. The space has windows in every room, a first aid kit, and a fire extinguisher.

The history of the Whitney Tavern Stand is significant for Cascade Township as explained by the last owner, Robert Worcester. "The **Whitney Tavern Stand** served as an inn and local gathering place in Cascade Township, Michigan for fifty years after its construction in the 1852-53 period. In its first few years it served as a stop for stagecoaches on the lines that, connecting Battle Creek, Hastings, and Kalamazoo with Grand Rapids, passed through Whitneyville. It is listed in the National Register of Historic Places." [https://en.wikipedia.org/wiki/Whitney\\_Tavern\\_Stand](https://en.wikipedia.org/wiki/Whitney_Tavern_Stand)

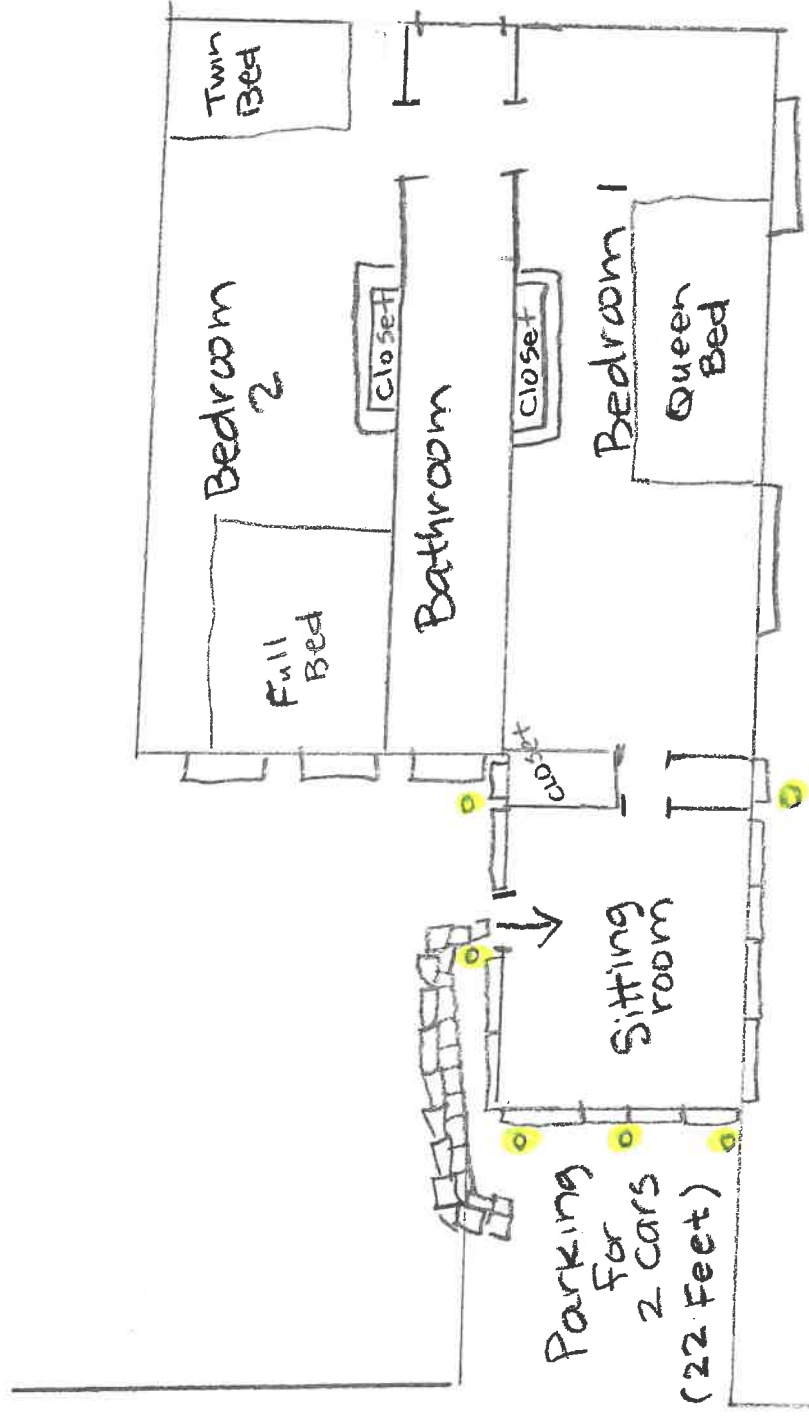
In addition to providing a place for travelers to rest, the tavern was a place for social events in the area. It had a renowned dance floor on the upper level and was "known far and wide for its "springy" feature which allowed the floor to give and bounce up and down." Furthermore, some of the first Cascade town meetings were held here at the Whitney Tavern Stand before a township hall was built in Cascade according to *Cascade Chronicles*.

By having a B&B in this area, we are in essence returning to the original roots of the structure. We are providing a welcoming place of rest for guests who come to visit family in the area or for guests who come to events in Grand Rapids such as the GR Triathlon, weddings, college graduations, sporting events, concerts, and Art Prize.

# FULL SITE PLAN



5283 Whitneyville  
 Band B space



- \*Safety:
- Egress in every room
  - Smoke detector centrally located between bedrooms.
  - A fire extinguisher in Bedroom closet (marked)
  - Emergency info listed and posted along with house address.

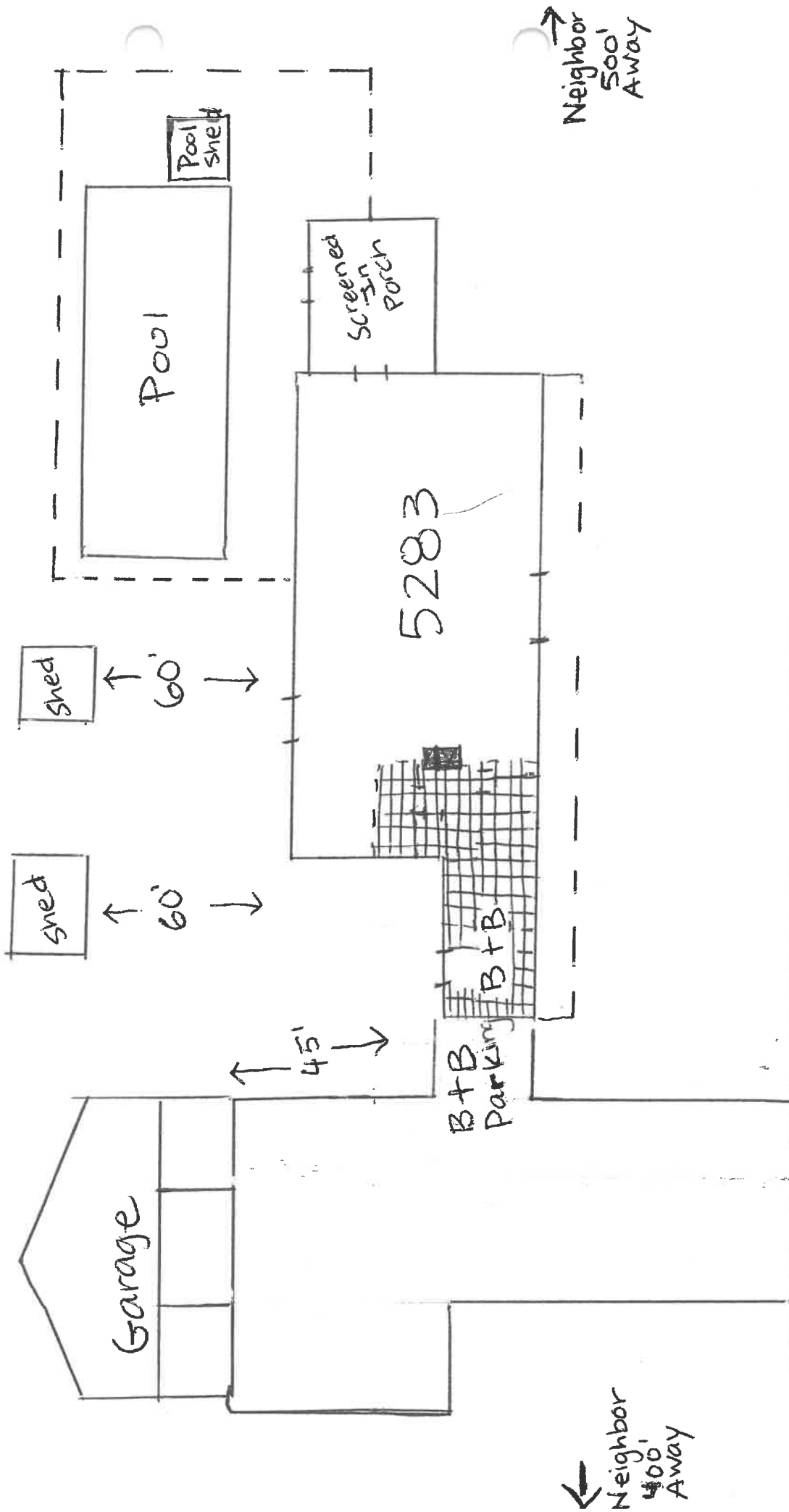
561 SQ FT.  
 13% of total house (4260 sq. feet)  
 Sleeps 5

(Whitneyville - Area)

5283 Whitneville, AITU  
Whitney Tavern Stand

Neighbor  
1/4 mile  
Away

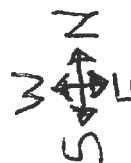
NOT  
TO  
SCALE



Whitneville Road

Neighbor  
500'  
Away

Neighbor  
500'  
Away



# **CASCADE CHARTER TOWNSHIP REQUEST FOR PROPOSALS**

Professional Architectural/Engineering Services  
Kent District Library – Cascade Township Branch

Cascade Charter Township hereby requests proposals from qualified firms interested in providing Professional Architectural/Engineering Services for the interior renovation of the Kent District Library – Cascade Township Branch.

Proposals shall be due July 27, 2023 at 10:00 a.m. Please mark the sealed envelope as “Cascade Township Professional Architectural/Engineering Services for Kent District Library.” A complete Request for Proposal document may be obtained at:

Cascade Charter Township  
ATTN: Aric Thorne  
Township Engineer  
5920 Tahoe Dr SE  
Grand Rapids, MI 49546  
Phone: (616) 949-1500

Or at the following web address:  
<http://www.cascadetwp.com/Reference-Desk/Bids.aspx>



# **Cascade Charter Township Request for Proposals Professional Architectural/Engineering Services for Kent District Library**

Cascade Charter Township hereby requests proposals from qualified firms interested in providing Professional Architectural/Engineering Services for the interior renovation of the Kent District Library – Cascade Township Branch.

These specifications describe the conditions, requirements, and responsibilities accepted by firms when bidding on providing these services to Cascade Charter Township (herein also referred to as the Township).

## **I. INTRODUCTION**

### **1.1 Background**

Cascade Charter Township is a full-service charter township that offers the following services:

- Township Administrative Services;
- Clerk;
- Treasurer;
- Assessing;
- Community Development (Planning, Zoning, Economic Development);
- Building and Grounds;
- Parks, Pathways, and Cemeteries;
- Emergency Services (Fire, Medical, Accident);
- Building Inspections (Including contracted services with neighboring communities);
- Library (In partnership with Kent District Library);
- Police (In partnership with the Kent County Sheriff's Department);
- Water/Sewer (In partnership with The City of Grand Rapids); and
- Downtown Development Authority.

This Request for Proposals (RFP) is intended to solicit and secure proposals from firms with experience working with diverse interests within municipalities of a size similar to Cascade Charter Township. In 2020 the Township conducted a study with library staff and patrons to analyze current amenities and the desirable improvements. This study identified the following priorities:

- Optimize the size and quantity of program areas;
- Improve efficiency in use of space and building systems;
- Provide flexibility and responsiveness to community needs;
- Facilitate connections between staff and community;
- Offer appropriate spaces for both quiet and active patron needs; and
- Support equity and inclusion.

The study in its entirety is included in Appendix A. The Township Board was petitioned to consider and provided approval on March 22, 2023 for consideration of the interior renovation, or “Library Refresh Project.”

## **1.2 Minimum Qualifications**

Proposals will be accepted from firms who meet the following minimum qualifications. Individuals or firms that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

### **A. Standard Insurance Requirements:**

1. Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: “Cascade Charter Township, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the Township and within appointment of its operating budget, including Cascade Charter Township, are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by Cascade Charter Township.” The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Workers Compensation Coverage: At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors, or a State issued exemption for corporations, partnerships or LLCs who have three or fewer employees. Employer Liability limits of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee.

3. Automobile Liability Insurance: The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
  4. Professional Liability Insurance: An errors and omissions policy covering an actual or alleged error, statement, act, omission, neglect, or breach of official duty, including misfeasance, malfeasance, and non-feasance in an amount not less than \$2,000,000 per claim.
  5. Cancellation: Cancellation clause of insurance not less than thirty (30) days.
  6. Proof of Insurance: The Township reserves the right to require complete, certified copies of all required insurance policies at any time.
- B. The successful bidder will be required to enter into a professional service contract with the Township.

### **1.3 Funding**

Any contract awarded as a result of this RFP is contingent upon the availability of funding, as determined by the Township Board.

### **1.4 Period of Performance**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 24, 2023 and conclude at a time to be determined based on the schedule submitted as part of this proposal.

## **II. GENERAL INFORMATION FOR CONSULTANTS**

### **2.1 Project Administrator**

The Project Administrator is the sole point of contact for this procurement. All communication between prospective bidders and the Township upon receipt of this RFP shall be with the Project Administrator, as follows:

Aric Thorne  
Township Engineer  
5920 Tahoe Dr SE  
Grand Rapids, MI 49546  
Telephone: (616) 949-1500  
Email: athorne@cascadetwp.com

Prospective bidders are to rely on written statements issued by the Project Administrator. Any other communication will be considered unofficial and non-binding on the Township. Communication directed to parties other than the Project Administrator may result in disqualification of the prospective bidder.

## **2.2 Estimated Schedule of Procurement Activities**

- |                                    |                  |
|------------------------------------|------------------|
| • Issue RFP                        | June 29, 2023    |
| • Proposals due                    | July 27, 2023    |
| • Evaluation of proposals          | August 1-4, 2023 |
| • Township Board approves contract | August 23, 2023  |
| • Project begins                   | August 24, 2023  |
| • Project concludes                | TBD              |

## **2.3 Submission of Proposals**

Responding firms are required to submit one (1) physical copy and one (1) electronic copy of their proposal. The proposal, whether mailed or hand delivered, must arrive at the Cascade Township Hall no later than 10:00 a.m. local time on Thursday July 27, 2023.

*Proposals must include all information as outlined in Section 4 of this document.*

The proposal is to be sent to the project Administrator at the address noted in Section 2.1. The envelope should be clearly marked "Cascade Township Professional Architectural/Engineering Services for Kent District Library" and addressed to the attention of the Project Administrator.

Bidders who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Project Administrator. Respondents assume the risk for the method of delivery chosen. The Township assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile or email transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Township and will not be returned.

## **2.4 Proprietary Information and Public Disclosure**

Materials submitted in response to this competitive procurement shall become the property of the Township. All proposals received shall remain confidential until the

deadline for submission of bids or proposals has expired, as defined by Michigan statute (MCL 15.243 (1)(i), the Freedom of Information Act).

## **2.5 Revisions to the RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective bidders known to the Township. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective bidders.

The Township reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.6 Acceptance Period**

Proposals must provide 60 days for acceptance by the Township from the due date for receipt of proposals.

## **2.7 Responsiveness**

All proposals will be reviewed by the Project Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The Township also reserves the right, at its sole discretion, to waive minor administrative irregularities.

## **2.8 Most Favorable Terms**

The Township reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the respondent could propose. There will be no best and final offer procedure. The Township does reserve the right to contact a respondent for clarification of its proposal.

The Respondent should be prepared to accept this RFP for incorporation into a contract. Contract negotiations may incorporate some of or the Respondent's entire proposal. It is understood that the proposal will become part of the official procurement file on this matter without obligation of the Township.

## **2.9 Costs of Proposal**

The Township will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.10 No Obligation Contract**

This RFP does not obligate the Cascade Township Board to award a contract for services specified herein.

## **2.11 Rejection of Proposals**

The Township reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **2.12 Failure to Comply**

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

## **2.13 Commitment of Funds**

The Cascade Township Board or their delegates are the only individuals who may legally commit the Township to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.14 Signatures**

The proposal must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

## **III. SCOPE OF WORK**

### **3.1 General Scope of Work**

The Township is seeking professional architectural and engineering services from qualified firms to assist in the interior design and renovation construction of the Cascade Township branch of the Kent District Library. It is the intention of the Township to hire an

Owner's Representative to oversee the renovation construction and assist throughout the entire process. The scope of services includes a complete interior library design package including, as necessary, structural, mechanical, utility, electrical, and HVAC design.

Each phase shall be completed and approved by the Township Board prior to authorization to proceed with the subsequent phase.

1. **Preliminary Design** – The firm shall use the available planning analysis to develop a preliminary architectural and engineering document. Preliminary design will include:
  - a. Architectural/engineering drawings (85% complete);
  - b. Mechanical/structural design;
  - c. Architectural/site plan;
  - d. Demolition plan and estimate;
  - e. Architectural renderings; and
  - f. Final construction estimate and timeline.
2. **Final Design** – Upon written authorization from the Township, the firm shall proceed with final design and specifications and preparation of bidding documents of the proposed facility. Final design will include:
  - a. Engineering plans (100% complete);
  - b. Electrical/Mechanical Drawings;
  - c. Demolition plans;
  - d. Architectural plans;
  - e. Complete permit application submittal; and
  - f. Project specification and bidding documents.
3. **Bidding** – Firm will be responsible for the bidding process including letting of bids, pre-bidding meeting, reception and opening of bids, tallying of bids, and recommendation of bid selection to the Township Board.
4. **Construction** – The Township intends to procure the services of an Owner's Representative to oversee the construction process. However, the selected firm will need to work cooperatively with the Owner's Representative through the entire construction process.

### 3.2 **Owner's Representative**

It is the intent of the Township to retain an Owner's Representative to work in conjunction with the successful bidder. Among other services, the Owner's Representative will be integrated into the project to review every aspect of the project, including but not limited to the following:

1. Constructability;
2. Scheduling;
3. Cost estimates;
4. Value engineering; and
5. Construction oversight.

It is the intent that the successful architectural/engineering firm will consult with Township staff and assist in developing a scope of services and RFP for the Owner's Representative.

#### **IV. PROPOSAL CONTENT**

After fully evaluating the proposal requirements and the project description, including all information provided in Appendix A, each bidder shall develop a proposal that will describe the proposed method for project implementation. Bidders are encouraged to be creative in their project submissions, however each proposal must contain, at a minimum, the following information:

##### **4.1 Business Organization**

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. Include phone number(s), email address(es), and respondent's website address.

##### **4.2 Executive Summary**

Summarize the respondent's strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders. Include a brief description of the scope, staffing, and dates.

##### **4.3 Project Proposal**

Describe in narrative form, the methods proposed for completing the scope of services outlined in Section 3. Identify deliverables with emphasis on stated scope and intent of the project, including tasks and timelines. Emphasis on clarity and detail of the proposal is an important consideration in evaluation of the responses. Proposal must identify a timeline for the project, including proposed beginning date, length of time to conduct each phase, and completion date.

#### **4.4 Project Staffing**

Provide a chart with the staff committed to the solicitation. Show lines of authority and communication and provide a brief role description with responsibilities for each person as they relate to the solicitation. Provide resumes for each person assigned to the project.

#### **4.5 Pricing Methodology**

Provide a price methodology with attention to detail and understandability that includes a properly designed and implemented all-inclusive response. The Respondent shall include all associated costs to successfully complete the project, including travel, printing, telephone expenses, etc.

#### **4.6 Authorized Negotiations**

Include the names and telephone numbers of those persons in the organization authorized to negotiate the proposed contract with the Township.

#### **4.7 References**

Provide a minimum of three (3) relevant references preferable of similar scope and complexity. Include the names of the projects, location, completion date, project cost, and specific challenges. Identify project team members and references for each project, including telephone numbers and email addresses.

#### **4.8 Additional Information**

The respondent may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

### **V. EVALUATION CRITERIA**

#### **5.1 Evaluation Subcommittee**

A subcommittee of the Township Board and/or delegated individuals will be evaluating the submitted proposals and submitting a recommendation of project award to the full Township Board for consideration. Though there are no formal evaluation criteria, these individuals will focus on the following items when evaluating the proposals:

1. Verification of the basic information provided by the firm, including but not limited to, entity name, principals, incorporation, licensing, and references;
2. Completeness of the proposal;

3. Responsiveness to all elements outlined in the RFP;
4. Project proposal and the likelihood it will satisfactorily address the needs of the Township in regard to the scope of services;
5. Experience and qualifications of the Respondent and all team members identified;
6. Experience and results in performing the services desired by the Township; and
7. Cost proposal that is advantageous to the Township.

## **5.2 Subcommittee Recommendation**

A subcommittee of the Township Board and/or delegated individuals will be responsible for making recommendations on the choice of a proposal to the full Cascade Township Board. The Cascade Township Board remains the sole body responsible for awarding a contract. The Cascade Township Board reserves the right to request additional information from the firms, including but not limited to, formal interviews and/or firm presentations. Should firms be requested to present to the selected individuals or the Cascade Township Board, they will receive a minimum of seven (7) days' notice.

**Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP.**

# KDL Cascade Library

Master Plan

FEBRUARY 2020 - GRAND RAPIDS, MI



## Executive Summary

Responding to a desire to improve physical space and enhance its ability to accommodate the varied needs of today's library patrons, KDL Cascade Branch aspires to:

- highlight the library as venue for respite, imagination, and entertainment for all ages
- ensure flexibility to respond to future needs and variety in offerings for a diverse constituency
- encourage connectivity to people, resources, and services
- provide a safe and comfortable environment with intuitive flow



## Approach

To create a design solution addressing these current and future needs, Progressive AE engaged with library staff and patrons in a series of events to establish an understanding of current state and desired future state

- Interviews with key stakeholders
- Observations of library functions
- Future visioning

Upon completion of the investigation and visioning phases, design concepts were created to master plan a future focused library to serve the various needs of the community.

# Assets

## CURRENT CONDITIONS

- Study Rooms
- Friends of Library bookstore
- Children's play space
- Program areas at Library and Wisner Center



# Challenges

## CURRENT CONDITIONS

- Natural light blocked by stacks
- Conflicting patron path flow
  - Quiet reading/study interrupted by more active programming
- Under Utilized Space
- Searching for found space for new program items and in-demand amenities (business center/copy area, study rooms, KDL Lab)



# Challenges

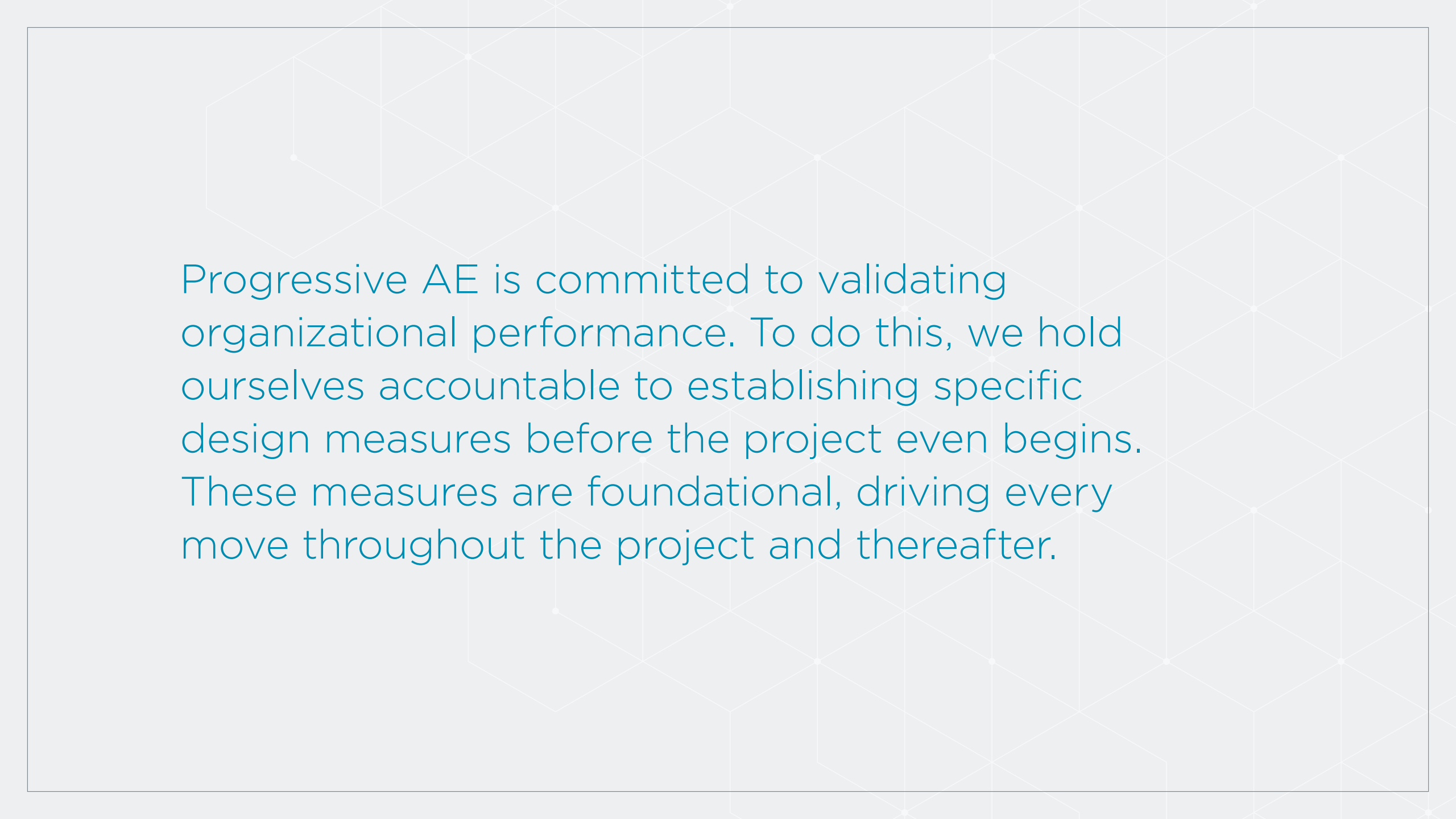
## CURRENT CONDITIONS

- Serving patrons with various physical needs is difficult with the design of the desk
- Not enough places to plug in technology to assist patrons
- Circulation desk is too far from the front doors making it difficult to greet and connect with patrons
- Not enough study/group/tutoring spaces



# Project Priorities

- Right size and right number of **program areas**
- **Efficient** use of space and building systems
- **Flexibility** for Library to be responsive to community needs
- **Connections** between staff and community (removing barriers)
- Appropriate spaces for **quiet and active** patron needs
- **Equity and inclusion**



Progressive AE is committed to validating organizational performance. To do this, we hold ourselves accountable to establishing specific design measures before the project even begins. These measures are foundational, driving every move throughout the project and thereafter.

# Design Principles

1

**The refresh of the KDL Cascade Township Branch will create:**  
A place that embraces flexibility and highlights personal choice while respecting the comfort and needs of others.

**We could do this through:**

- Thoughtful zoning of activities to shelter focused/quiet spaces from those that may be disruptive
- Use of flexible/modular components rather than fixed architecture where possible to allow for future reconfigure

**This could be measured by:**

- Ability to reconfigure
- Increased capacity for study/tutoring



# Design Principles

2

**The refresh of the KDL Cascade Township Branch will create:**

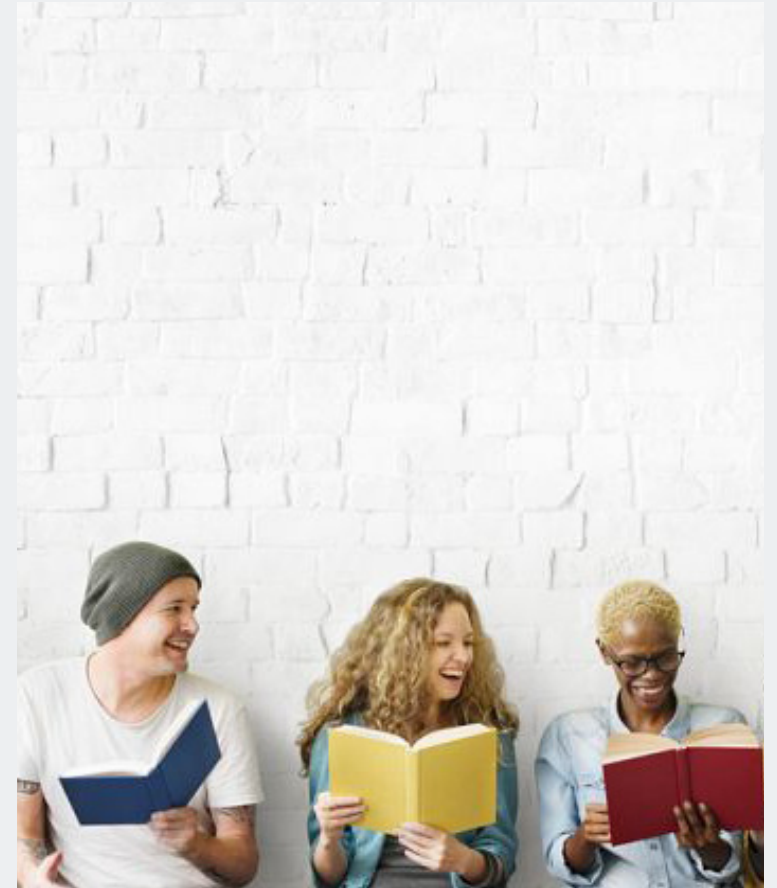
An inclusive environment that empowers patrons to engage in the community at their desired level.

**We could do this through:**

- Intentional areas that highlight spaces for individual use and group engagement.
- Careful zoning, sheltering quiet reading and studying spaces from those serving active needs
- Clear circulation and intuitive wayfinding

**This could be measured by:**

- Ability to meet demands for shared spaces
- Increased diversity in community events



# Design Principles

3

**The refresh of the KDL Cascade Township Branch will create:**

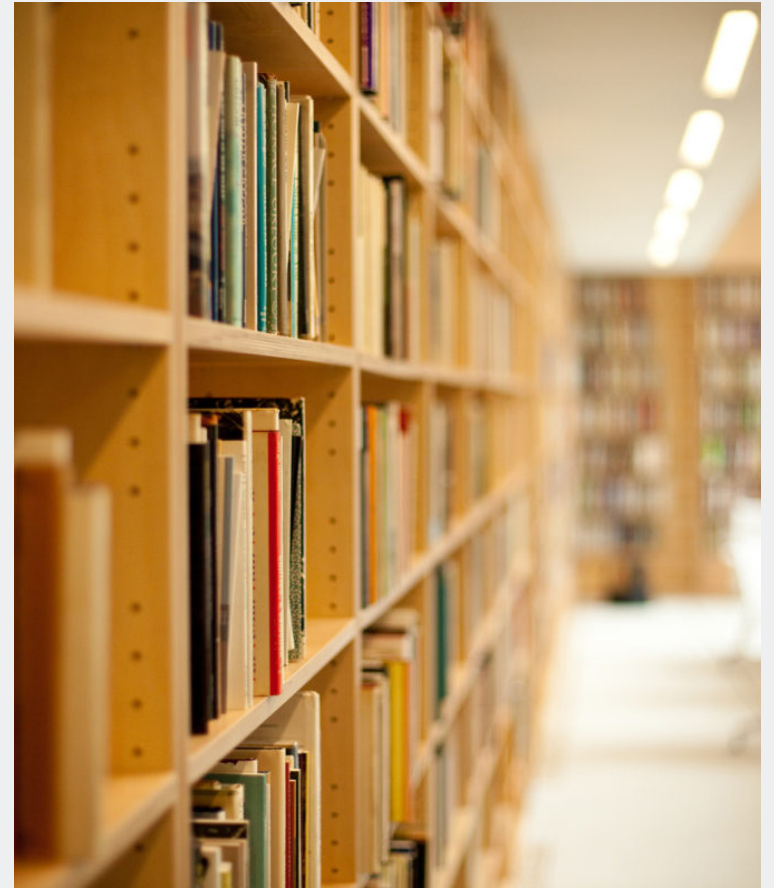
An intuitive flow within the library, leading individuals to comfortable places to linger and play

**We could do this through:**

- Open sightlines
- Diversity of settings throughout the library accommodating a variety of needs

**This could be measured by:**

- Volume of patrons
- Reduced confusion



# Experiential Program

This proposed design leverages existing architectural volumes, ceiling heights, and organization to increase intuitive wayfinding, enhance vistas and access to daylight, and provide additional and varied spaces to accommodate diverse patron needs (quiet areas, collaborative spaces, intermingled shared space, varied size areas) each zoned to minimize disruption from active to quiet activities.

This space will provide a meaningful experience for the patrons and staff.

ARRIVE  
ENGAGE  
WORK  
AMENITIES  
SUPPORT

**TOTAL GSF**  
21,015

**NUMBER OF COLLECTIONS**  
7



- ARRIVE
- ENGAGE
- WORK
- AMENITIES
- SUPPORT

# Zoning Diagram

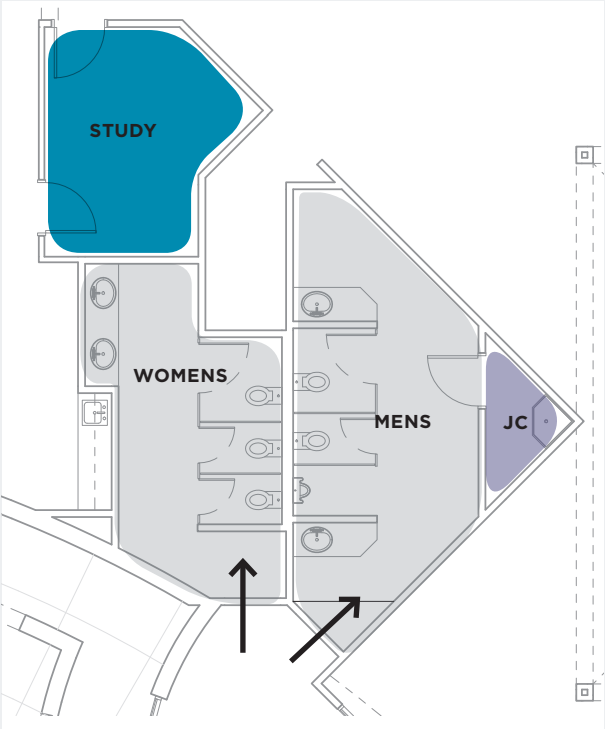


Collections

# Restroom Analysis

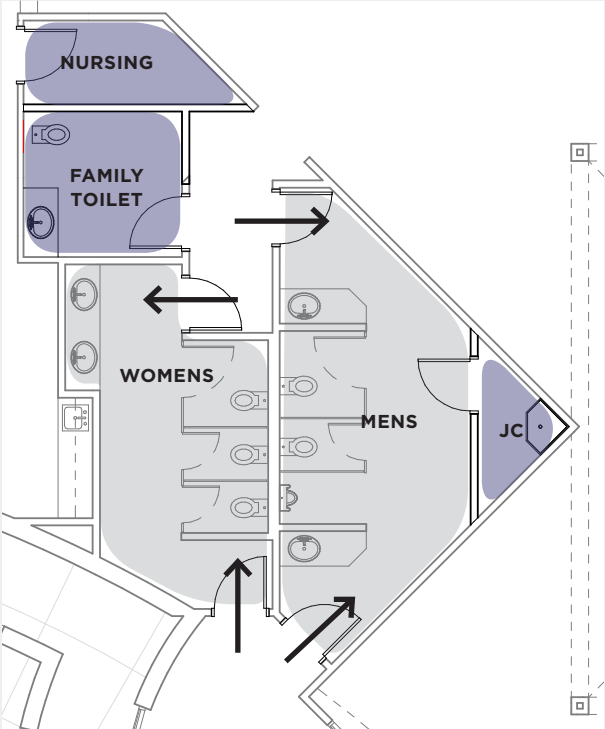
## EXISTING CONDITIONS

Men, Women, Study Room, Janitor Closet (JC)



## PROPOSED MODIFICATIONS

Adjust study room to accommodate family toilet and Nursing room.  
Add entrances to restrooms from Library.



## Opinion of Probable Cost

Library =

\$1.10-1.27M

Approx. 15 weeks

Wisner =

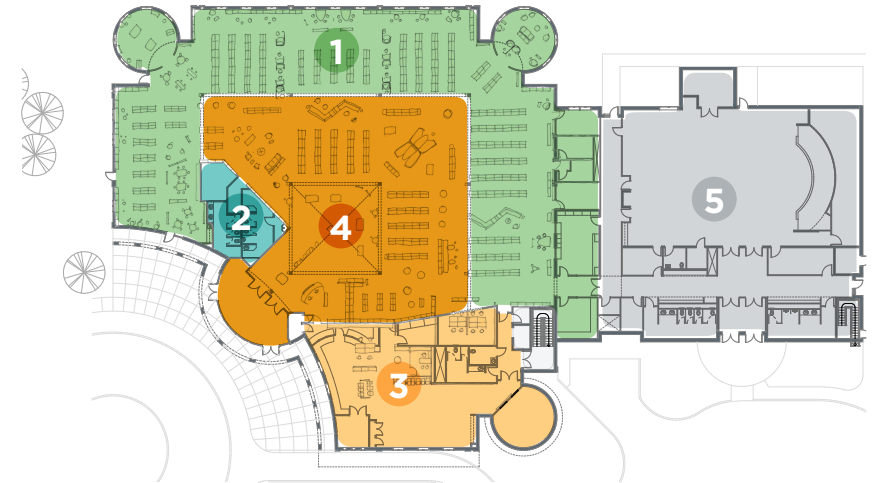
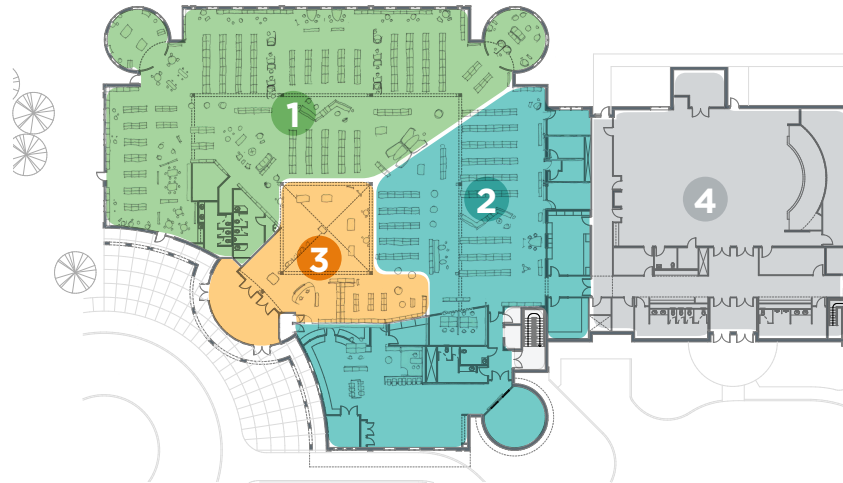
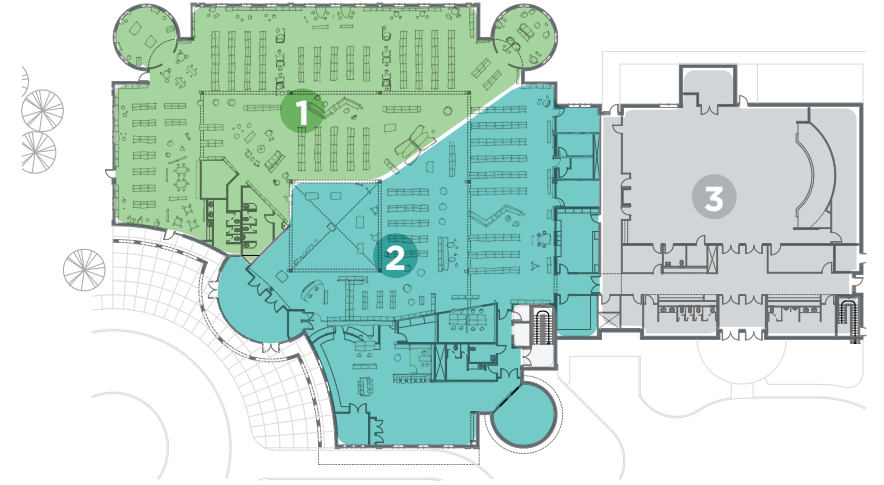
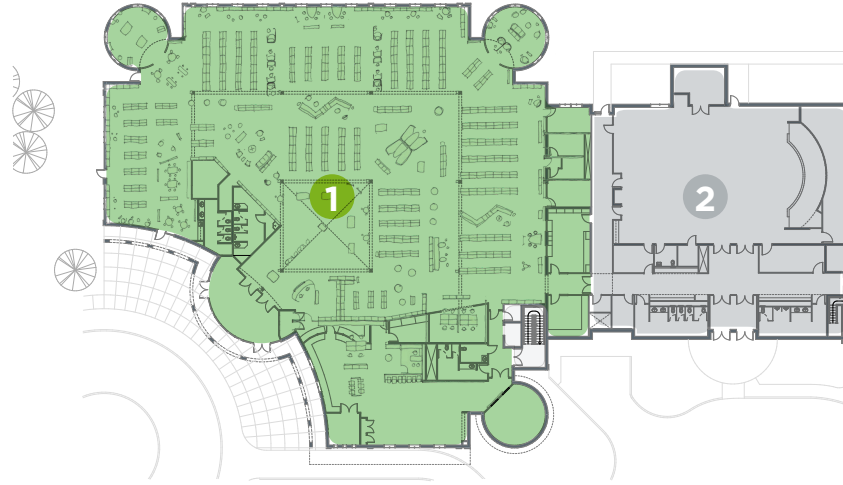
\$58-66,000

Approx. 6 weeks

*Library renovation includes architecture/finishes, furniture, and modification to stacks.*

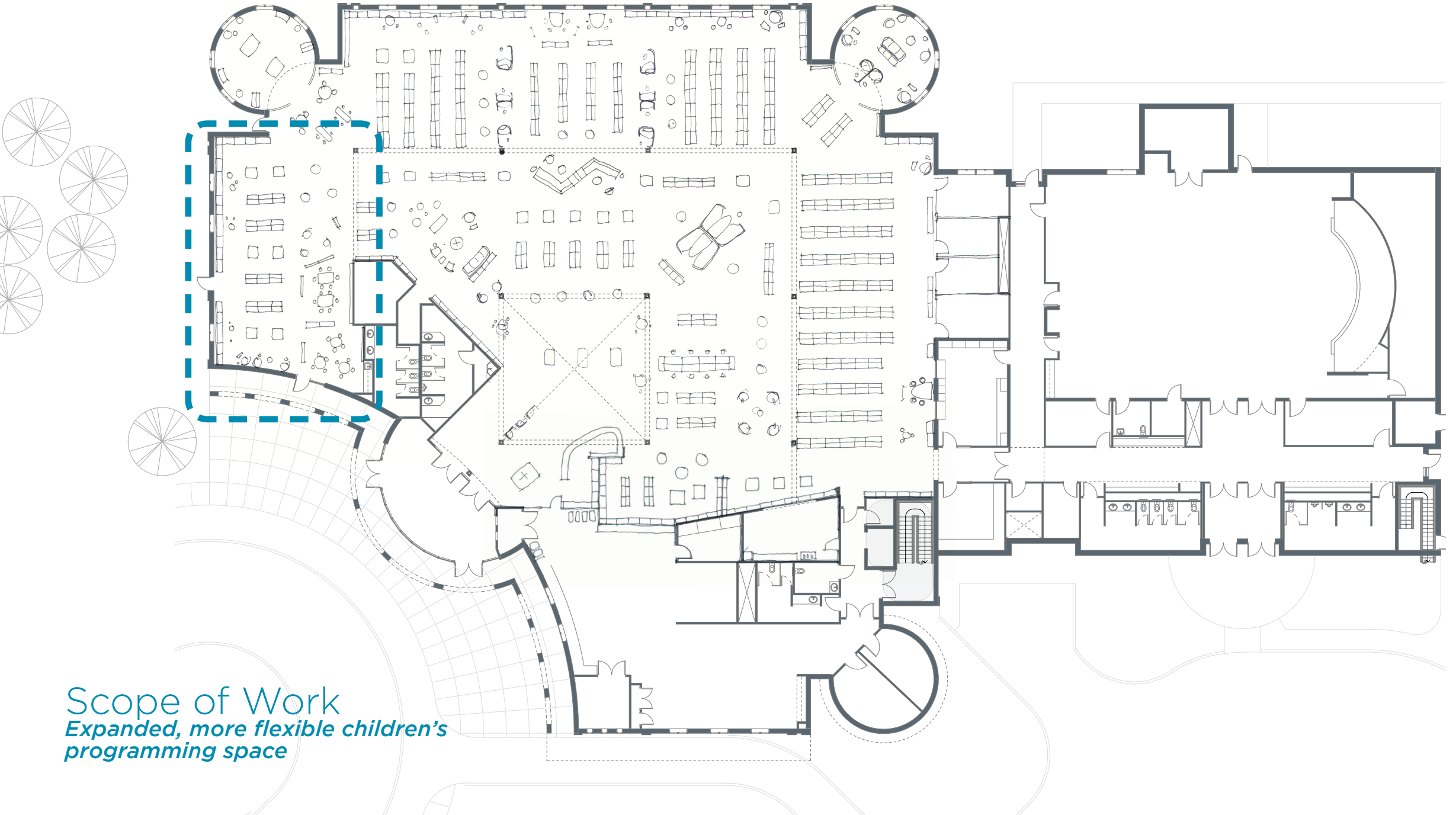
*Wisner renovation includes finishes only.*

*Phasing will increase duration and likely overall cost ranges.*

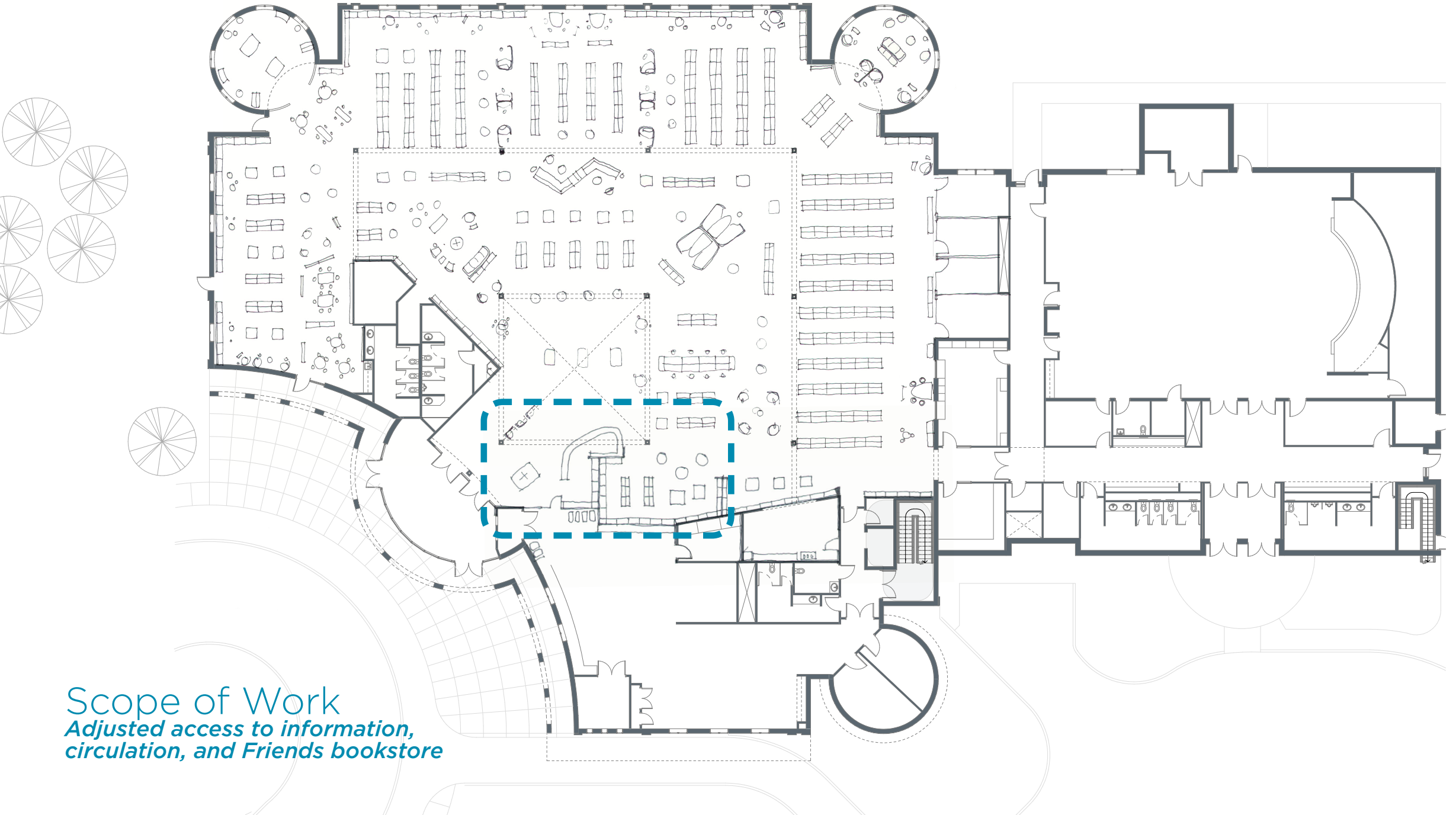


## Cost and Phasing Scenarios

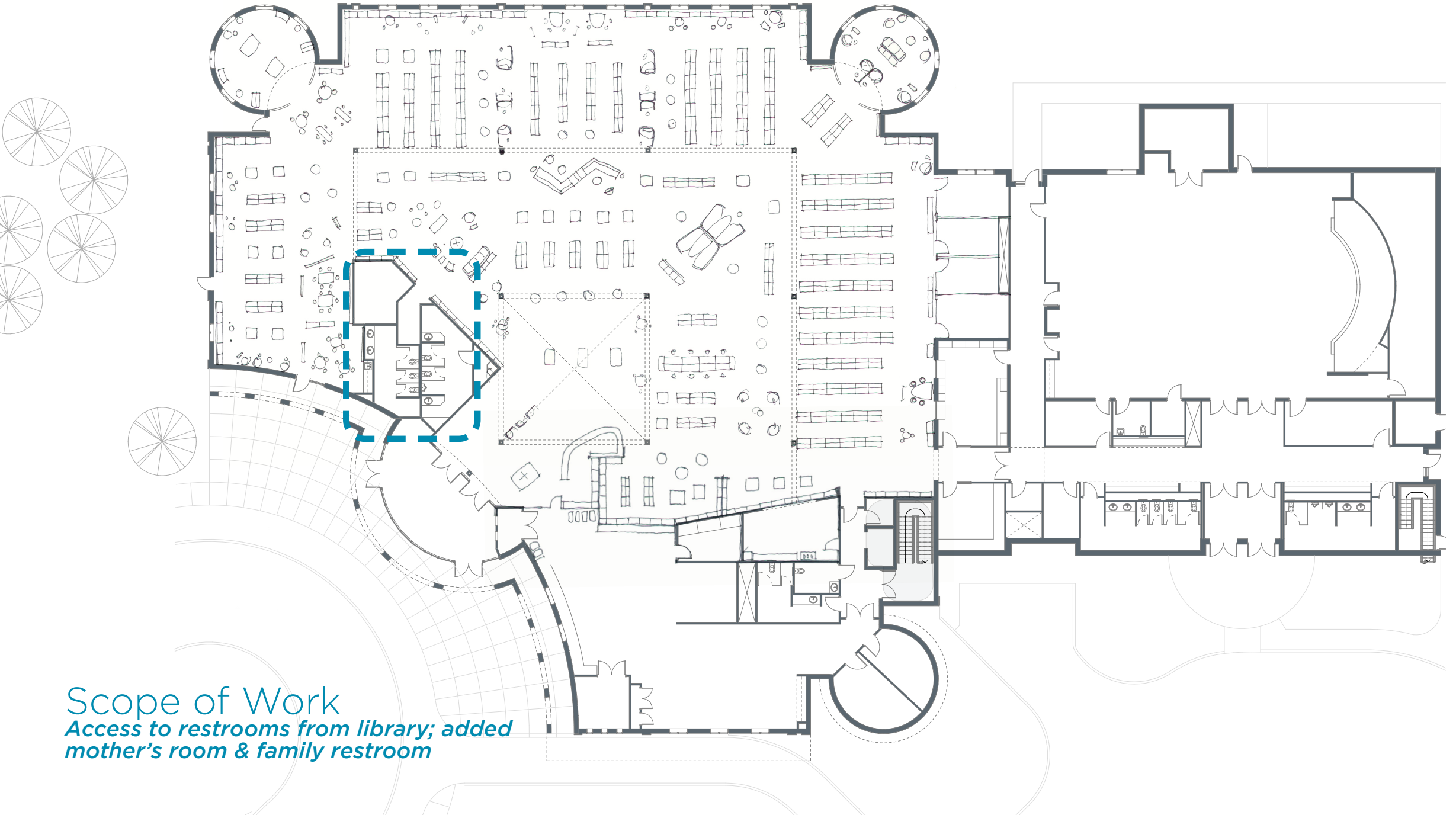
progressive|ae



Scope of Work  
*Expanded, more flexible children's  
programming space*

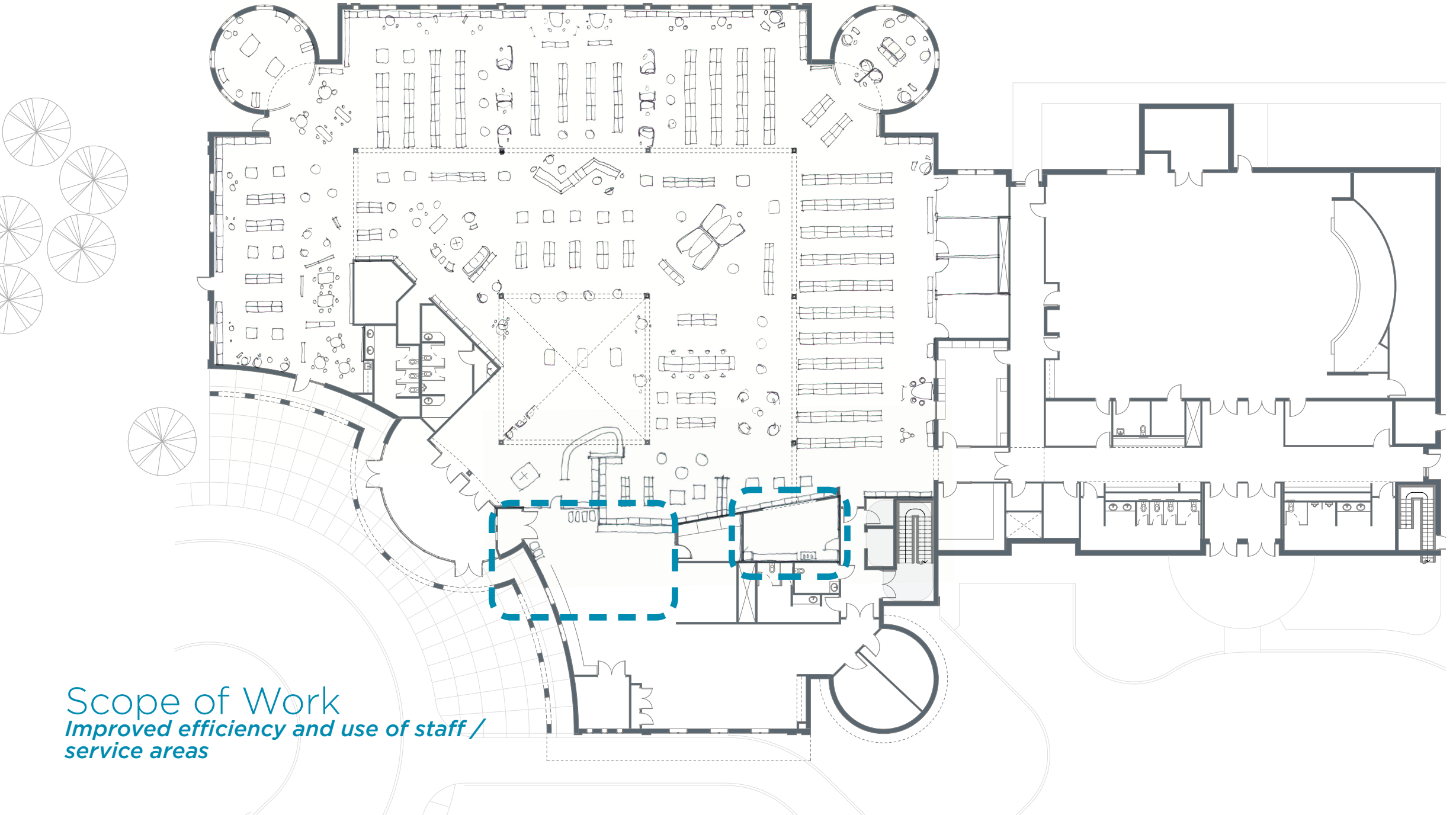


Scope of Work  
*Adjusted access to information,  
circulation, and Friends bookstore*



## Scope of Work

*Access to restrooms from library; added mother's room & family restroom*



Scope of Work  
*Improved efficiency and use of staff /  
service areas*

## MEMORANDUM

**To:** Cascade Charter Township Board  
**From:** Brian Hilbrands, Planning Director  
**Subject:** Appointments to the Village Design Review Committee  
**Meeting Date:** June 28, 2023

The Village Design Review Committee (VDRC) is a Township Board appointed committee that is required by Section 8.08 of the Zoning Ordinance. The VDRC shall be made up of at least one member of the Township Board, Planning Commission, DDA, and Zoning Board of Appeals.

The purpose of the VDRC is to review proposed variations of the design requirements included in Section 8.08 of the Zoning Ordinance, which apply to development within the B-1 Village Business Zoning District. There have only been sporadic requests for exceptions to the design requirements, so the committee has met very infrequently.

One of the objectives of the Strategic Plan was to review the design requirements to see if changed need to be made. Since the VDRC is tasked with applying those standards, it seemed appropriate for the committee to assist with this review. They will be working with Township staff as well as representatives from McKenna.

Below you will find the appointments being put forward for the VDRC for the remainder of the 2023 calendar year:

**Township Board:** Supervisor Lesperance  
**Planning Commission:** Scott Rissi  
**DDA:** Scott Preston  
**ZBA:** Ralph Moxley  
**General Member:** Treasurer Korstange

RESOLUTION NO.  
CHARTER TOWNSHIP OF CASCADE  
KENT COUNTY, MICHIGAN

WHEREAS, Public Act 108 of 1976 as amended by PA 97 of 1992 provides a  
deferment from summer taxes without penalty for certain taxpayers, and

WHEREAS, said Public Act requires local approval, and

WHEREAS, qualifying taxpayers must file an application with the local treasurer  
certifying that they meet the requirement of the act, and

WHEREAS, certain other taxpayers with properties involved in splits, M.T.T. decisions  
and 2022 July and 2022 December Boards of Review pending decisions  
should also be deferred without penalty for a 30-day period,

BE IT THEREFORE RESOLVED, that the Cascade Charter Township Board hereby  
agrees to defer without penalty summer tax payment to the above-named  
qualifying taxpayers.

The foregoing Resolution was offered by Board Member \_\_\_\_\_ supported by Board  
Member \_\_\_\_\_ and the vote being as follows:

YEAS:

NAYS:

ABSENT:

Resolution declared \_\_\_\_\_ July 28, 2023

---

Susan B. Slater, Clerk  
Cascade Charter Township

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted at a Regular  
Meeting of the Cascade Charter Township Board, held on July 28, 2023.

---

Susan B. Slater, Clerk  
Cascade Charter Township



**Cascade Charter Township**  
**Application for Liquor License Support Resolution**

Cascade Township does not issue liquor licenses. This application is for a resolution of support from the Township, which may be required by the State of Michigan Liquor Control Commission before a liquor license is issued.

**APPLICANT INFORMATION**

Name: Babak Shahbodaghloo DOB: [REDACTED]  
Street Address: [REDACTED]  
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]  
Phone: \_\_\_\_\_ Mobile: [REDACTED] Email: [REDACTED]

**BUSINESS INFORMATION**

Name of Business: Backyard Restaurant  
Street Address: 5070 28th ST SE., Suite C  
City: Grand Rapids State: MI Zip: 49512

Business Partners (all individuals with greater than 5% interest in the business):

Name	Address	DOB

**LICENSE INFORMATION:**

Please list the Michigan Liquor License Commission license that is being applied for. If you are applying for transfer of an escrowed license, please list the license number and current owner.

\_\_\_\_\_  
\_\_\_\_\_

Business Description: \_\_\_\_\_

Persian cuisine at its finest. a place where you can unwind and enjoy informal meals in a cozy setting with an open kitchen. Serving big amounts of kebabs(beef, filets, and chicken), hearty stews, & freshly baked bread on site. Indoor seating up to 100 guests.

Have you or any of the business partners been convicted of a felony in any court?

Yes  No If yes, explain: \_\_\_\_\_

Have you or any of the business partners been convicted on any state or federal law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance:  Yes  No If yes, explain: \_\_\_\_\_

Have you ever had a liquor license revoked for cause, or been convicted of a liquor license violation by the Michigan Liquor Control Commission?  Yes  No

If yes, explain: \_\_\_\_\_

Is the sale or manufacturing of beer, wine or liquor an accessory use to other permitted uses upon the site?  Yes  No

If yes, explain: \_\_\_\_\_

Please attach to this application a building and site plan showing the entire structure and premises and, in particular, the specific area where the license is to be utilized. Where applicable, the plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, screening and noise control measures.

***Please initial the following statements:***

BS I (the applicant) have never been convicted of a felony and am not disqualified to receive a license by any matter contained in the Cascade Charter Township Liquor Licenses Ordinance or the laws of the State of Michigan.

BS I (the applicant) have read and understood the Cascade Charter Township Liquor License ordinance and will not violate any of the laws of the State of Michigan or of the United States or any ordinances of Cascade Charter Township in the conduct of business related to the license being applied for.

Signature: 

Date: 9.28.22

***For Official Use Only***

**Fire Department Approval**      Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_

**Building Department Approval**      Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_

**Clerk Department Approval**      Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_

**Treasurer Department Approval**      Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_

**Zoning Department Approval**      Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_

**Township Board Approval**      Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_  
Resolution Number \_\_\_\_\_

# Waterfall Shoppes, LLC

161 Ottawa Ave NW, Suite 104  
Grand Rapids, MI 49503

June 6, 2023

RE: Backyard Restaurant – Beer & Wine License

To Whom it may concern,

Waterfall Shoppes, LLC as Landlord and owner of the building at 5088 28<sup>th</sup> Street SE is in full support of our tenant, Backyard Restaurant receiving a beer and wine serving license. Please feel free to contact me with any questions.

Best regards,

Paul Simons  
Property Manager

**SUBLEASE  
AGREEMENT**

Between

Trigo Southwest Grill, LLC  
("Landlord")

And

Bubs Enterprises, LLC d/b/a Backyard Restaurant  
("Tenant")

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## SUBLEASE AGREEMENT

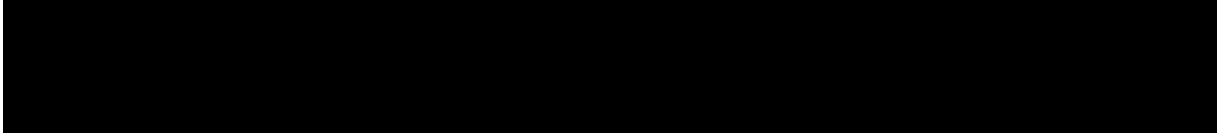
THIS SUBLEASE AGREEMENT ("**Sublease**") is made as of this 1st day of January, 2022 ("**Effective Date**"), by and between TRIGO SOUTHWEST GRILL, LLC, a Michigan limited liability company, of 4015 Lemon Creek Road, Bridgman, Michigan 49106 ("**Landlord**"), and BUBS ENTERPRISES, LLC, a Michigan limited liability company, of 5070 28th Street, Grand Rapids, Michigan 49512 d/b/a Backyard Restaurant ("**Tenant**"). Tenant desires to lease approximately 2,476 square feet of rentable space in a building ("**Building**") located at 5070 28<sup>th</sup> Street SE, located in the City of Grand Rapids, County of Kent, Michigan, currently leased by Landlord from Waterfall Shoppes II LLC, whose address is 161 Ottawa Avenue NW, Suite 104, Grand Rapids, Michigan 49508 ("**Master Landlord**"). In consideration of the mutual promises made in this Sublease, and intending to be legally bound, Landlord and Tenant agree as follows:

### ARTICLE 1 SUBLEASE

1.1 Subleased Premises. Landlord subleases to Tenant, and Tenant hires from Landlord, on the terms and subject to the conditions of this Sublease, approximately two thousand four hundred seventy six (2,476) square feet of rentable space outlined as "Tenant Space" on the site plan depicted in **Exhibit A** hereto ("**Premises**"), located in the Building on the property commonly known as 5070 28<sup>th</sup> Street SE, situated in the City of Grand Rapids, Michigan and legally described on **Exhibit B** attached to this Sublease ("**Project**"), together with the non-exclusive right to use the remaining Common Areas. "**Common Areas**" include any automobile parking areas, driveways, entrances and exits, sidewalks and ramps, landscaped areas, and other facilities that may from time to time be furnished by Master Landlord. The demise of the Premises is subject to the Master Lease (as defined in Paragraph 1.1 below) and to encumbrances, conditions, covenants, easements, restrictions and rights-of-way affecting the Premises, to such matters as might be disclosed by inspection or survey and to zoning ordinances and other laws, ordinances, orders and regulations of all governmental authorities (collectively, "**Applicable Laws**").

1.2 Master Lease; REA. This Sublease is subject to the terms and conditions of the Lease Agreement between Landlord and Master Landlord, dated March 31, 2005, as amended ("**Master Lease**") and the Construction, Operation, and Reciprocal Easement Agreement dated May 6, 2004, as amended by the First Amendment to Construction, Operation and Reciprocal Easement Agreement dated November 30, 2004, made by Master Landlord, Costco Wholesale Corporation, and Target Corporation (collectively, the "**REA**"). This Sublease is at all times (i) subordinate to the Master Lease, and (ii) subject to all of the terms, covenants, and conditions of the Master Lease and the REA. To the extent of any inconsistency between this Sublease and the Master Lease, the more stringent requirement imposed upon Landlord shall likewise be imposed under this Sublease on Tenant except to the extent that this Sublease has narrowed or reduced Tenant's responsibility as provided in this Sublease. Landlord agrees to use commercially reasonable efforts to cause Master Landlord to perform the obligations of Master Landlord under the Master Lease for the benefit of Tenant.

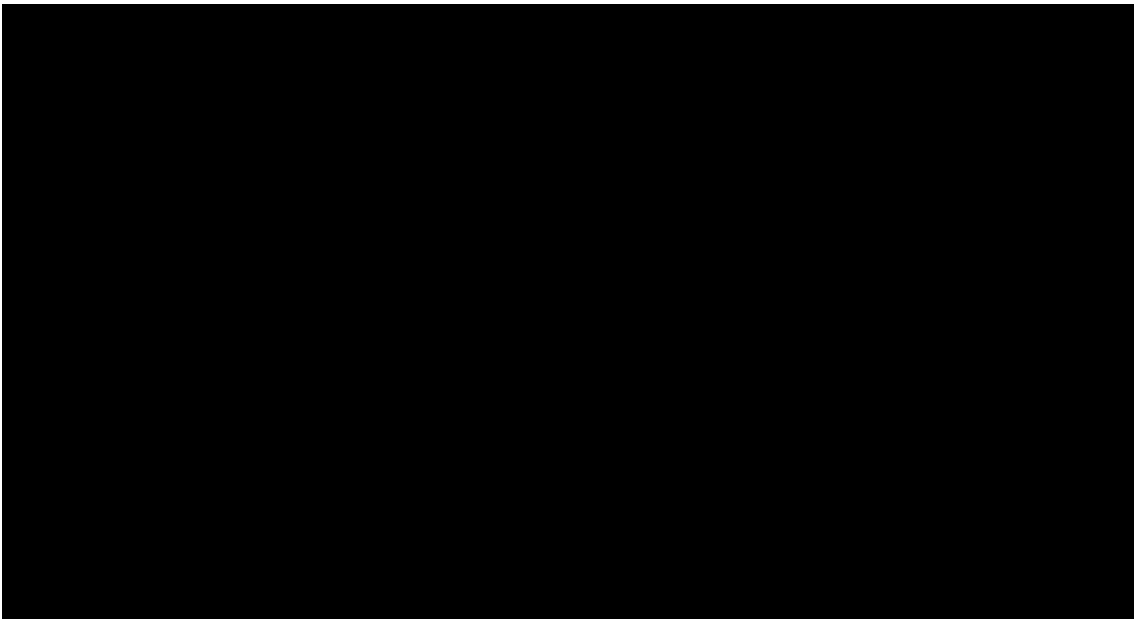
## ARTICLE 2 TERM



## ARTICLE 3 RENT AND OTHER OBLIGATIONS

### 3.1 Base Rent.

(a) Tenant shall pay to Landlord, as rent for the Term, monthly installments of rent to be determined in accordance with the provisions of subsection 3.1(b) below ("**Base Rent**"). Each monthly installment shall be payable on or before the first (1<sup>st</sup>) day of each calendar month during the Term. If the Rent Commencement Date (as defined below) falls on a day other than the first or last day of a calendar month, Base Rent for any partial month shall be prorated.

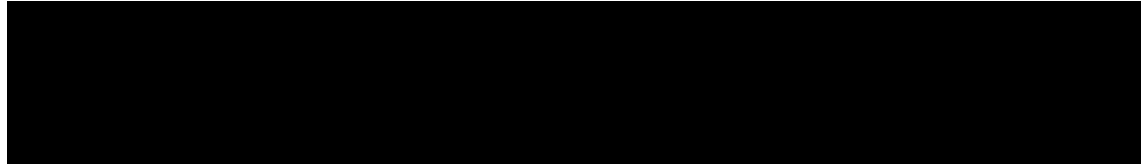


(c) All sums in addition to Base Rent due to be paid to Landlord under the terms of this Sublease, including without limitation, Operating Expenses (as defined in Paragraph 3.3(c) below), shall constitute "**Additional Rent**." All Additional Rent shall be due and payable on or before the first (1<sup>st</sup>) day of each calendar month during the Term. Base Rent and Additional Rent are collectively referred to in this Sublease as "**Rent**."

(d) Other remedies for non-payment of Rent notwithstanding, any portion of Rent which is not paid within five (5) calendar days after the due date shall be subject, at Landlord's option each month, to a late charge equal to five percent (5%) of the amount due, which shall be payable as Additional Rent. Any installment of Base Rent or Additional Rent not paid within ten (10) calendar days from the date due shall accrue interest at the rate per annum equal to seven percent (7%) until paid in full, which interest shall be deemed Additional Rent ("**Interest Rate**").

(e) Payments received from Tenant shall be applied by Landlord as follows: first to late fees and accrued interest; second to Additional Rent; and third to Base Rent. Tenant's obligation to pay Rent shall survive the expiration or termination of this Sublease.

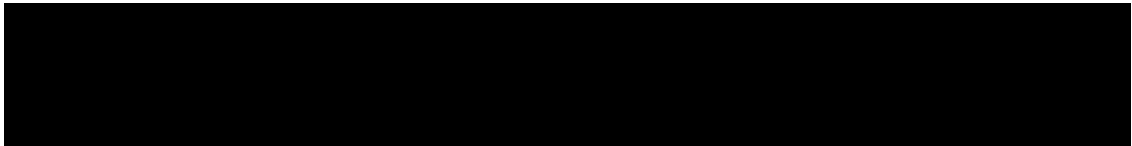
### 3.2 Security Deposit.



(b) Landlord may, but need not, apply all or a part of the Security Deposit toward any amount Tenant has failed to pay under this Sublease on a timely basis. If Landlord elects to use the Security Deposit, or a part of it, to satisfy one of Tenant's obligations, Tenant shall refresh the Security Deposit to its original amount following ten (10) calendar days' written notice. However, neither Landlord's right to possession of the Premises for nonpayment of Rent or for any other reason enumerated in this Sublease, nor any other right of Landlord hereunder, shall in any way be affected by reason of the fact that Landlord holds or uses the Security Deposit. If Landlord repossesses itself of the Premises during the Term because of Tenant's default under the terms of this Sublease, Landlord may, but shall not be obligated to, apply the Security Deposit against all damages suffered to the date of such repossession. Landlord shall not be obligated to keep the Security Deposit as a separate fund, but may commingle it with the other funds held by Landlord. Tenant shall not be entitled to any income derived from said moneys, nor shall Landlord be obligated to pay any interest thereon.

### 3.3 Operating Expenses.

(a) Tenant shall pay each month in advance, as Additional Rent, one-twelfth (1/12) of Landlord's estimate of Tenant's annual obligation of Tenant's Proportionate Share of the Operating Expenses. Such payments shall in no way limit Tenant's annual obligation. If the total of such monthly installments paid is less than Tenant's total obligation, Tenant shall promptly pay the difference upon receipt of Landlord's statement. Any overpayment shall be credited to Tenant's obligation for the next succeeding period.



(b) "**Tenant's Proportionate Share of Operating Expenses**" is the product of a fraction, the numerator of which is total rentable area of the Premises and the denominator of which is the total rentable area of space in the Building in the Project. Consequently, Tenant's Proportionate Share shall be twenty-six percent (26%).

(c) "**Operating Expenses**" shall mean all Taxes (including those related to the Common Areas as provided for in the REA); the costs of public water and/or sewer, electricity, gas and other sources of power for heating, lighting, ventilating or air

conditioning, except as allocated to one or more individual tenants; property management fees (provided, however, such fees shall not exceed an amount equal to 10% of the applicable year's Operating Expenses); janitorial services and trash removal services for the common areas contracted for by Landlord or Master Landlord, and/or that portion of wages, salaries, fringe benefits, and applicable taxes on the employer for service exclusively related to the Project performed by Landlord's or Master Landlord's employees; supplies consumed in connection with cleaning and general maintenance; preventative maintenance; sweeping; parking lot striping; painting; landscaping; lawn care; roof maintenance; snow removal and exterior grounds care; installation and maintenance of exterior and common area signs identifying the Project (but not the costs of those signs advertising one or more tenants to the exclusion of Tenant); and all insurance premiums paid by Landlord or Master Landlord on the Project (and any buildings or other improvement constructed thereon), repairs and general maintenance for improvements on the Project and the Building, as the case may be; and expenses of the common areas of the Building, but only to the extent allocated to the Project pursuant to the REA.

(d) The term "Taxes," as referred to in this Sublease shall mean (i) all governmental taxes, assessments, fees and charges of every kind or nature (other than Landlord's income taxes), whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term and any extensions thereof, in connection with the ownership, leasing, or operation of the Project, or of the personal property and equipment located therein or used in connection therewith. For purposes hereof, Taxes for any year shall be Taxes that are due for payment or paid in that year rather than Taxes that are assessed, become a lien, or accrue during such year.

(e) Within approximately one hundred twenty (120) calendar days after the end of each calendar year, or as soon thereafter as is feasible, Landlord shall submit a statement showing (1) the total Operating Expenses, each itemized on a reasonably detailed statement; (2) Tenant's proportionate share of the Operating Expenses incurred during the proceeding calendar year and, (3) the aggregate amount of Tenant's estimated payments made on account of Operating Expenses during such year. If such statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Landlord shall credit the net overpayment toward Tenant's next estimated payment(s) pursuant to this Paragraph. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess as additional rent within thirty (30) calendar days after receipt of such statement.

(f) For a period of six (6) months after Tenant's receipt of such statement, Tenant shall have the right, during regular business hours and after giving at least ten (10) calendar days' advance written notice to Landlord, to inspect and complete an audit of Landlord's books and records relating to Operating Expenses and for the immediately preceding calendar year; or in lieu of such audit, Landlord will provide tenant with an audited statement. Tenant shall (and shall cause its employees, agents and consultants to) keep the results of any such audit or audited statement strictly confidential. If such audit or audited statement shows that the amounts paid by Tenant to Landlord on account of

Operating Expenses exceed the amounts to which Landlord is entitled hereunder, Landlord shall credit the amount of such excess toward the next monthly payments of Operating Expenses due hereunder. All costs and expenses of any such audit or audited statement shall be paid by Tenant; provided, however, that all costs and expenses of any such audit or audited statement shall be paid by Landlord when Operating Expenses exceed the amounts to which Landlord is entitled hereunder by greater than five percent (5%). If Tenant does not notify Landlord in writing of any objection to any statement within six (6) months after receipt therefore, then Tenant shall be deemed to have waived such objection.

3.4 Utilities. To the extent that water, gas, electric, and other utility services are separately metered to the Premises, Tenant shall pay for such utilities when due and under accounts established in Tenant's name. All other utilities used or consumed at the Premises, if applicable, shall be paid for by Master Landlord or Landlord and paid for proportionately by Tenant based upon rentable square footage. Landlord shall have no liability, whether by abatement of Rent or otherwise, if any utility to the Project or the Premises is interrupted. Tenant shall not be obligated to pay Utilities, Additional Rent, Common Area Maintenance, or Operating Expenses from the Effective Date until April 30, 2022 during the utility abatement period (the "Utility Abatement"). Landlord acknowledges and agrees that the foregoing abatements have been granted to Tenant as additional consideration for entering into this Sublease, and for agreement to pay the Base Rent and to perform the terms and conditions otherwise required under the Sublease.

3.5 Taxes and Other Government Charges. Tenant shall be responsible for the payment of all personal property taxes levied or assessed against the personal property of Tenant located upon the Premises, and shall, upon written request, furnish to Landlord duplicate receipts therefore.

3.6 Accord and Satisfaction.

(a) No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or any partial payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Sublease or available at law or in equity to collect the balance of such Rent.

(b) After the service of any notice or commencement of any suit or final judgment therein, Landlord may receive and collect any Rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

## ARTICLE 4 USE

4.1 Use of the Premises.

(a) Tenant shall only use and occupy the Premises for the purpose of a restaurant operation specializing in Persian food and related items, and for no other purpose

without Landlord's prior written consent, and at all times subject to the terms and conditions of the Master Lease ("**Permitted Use**").

(b) Tenant shall commence business operations in the Premises on or promptly after the Commencement Date and shall operate its business in an efficient, high class and reputable manner.

(c) Tenant will be responsible for compliance with all Applicable Laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force with respect to the operation of Tenant's business or the Premises, including, without limitation, any accommodations or alterations that need to be made within the Premises to accommodate disabled employees and customers of Tenant pursuant to requirements under the Americans With Disabilities Act 42 USC 12101 et seq and the Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq (collectively, the "**Disability Statutes**"). Any alterations made to the Premises in order to comply with any such statutes must be made solely at Tenant's expense.

(d) Tenant shall not use the Premises, or permit the Premises to be used, for the doing of any act or thing that constitutes a violation of any Applicable Laws; nor shall Tenant in any manner deface or injure the Premises, or permit any objectionable noise or odor or any hazardous material or contaminant to be emitted or spilled, or permit anything to be done on the Premises tending to create a health hazard or nuisance or to disturb others or to injure the reputation of the Premises. Tenant shall at its expense keep and occupy the Premises in compliance with (a) all Applicable Laws affecting the Premises or its use or occupancy or any Alterations that Tenant has made, and (b) the reasonable recommendations of any insurance company, inspection bureau or similar agency.

4.2 Floor Load. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot it was designed to carry pursuant to the Building specifications therefore and as permitted by Applicable Laws.

4.3 Possession. Tenant shall have possession of the Premises on the Effective Date. Tenant shall be the sole occupant of the Premises and shall not allow any third party to occupy or use the Premises in any manner without the prior written consent of Landlord, which Landlord may withhold in its sole discretion. Notwithstanding anything contained in this Sublease to the contrary, all obligations of Tenant under this Sublease shall commence upon the Effective Date, except for Tenant's obligations to pay Rent and Operating Expenses, which shall commence on the Rent Commencement Date.

4.4 Use of Common Areas. The Common Areas shall be used solely for the uses for which they were designed and shall be subject to the following conditions:

(a) The Common Areas may also be used by Master Landlord to the extent provided in the Master Lease and by anyone else to whom Master Landlord has or may hereafter in its sole discretion grant the right to use them;

(b) Tenant shall make no use of the Common Areas which would interfere in any way with the use of the Common Areas by any other person;

(c) Landlord or Master Landlord shall have the right from time to time in its sole discretion to close, repair, and modify the Common Areas, to change the location or character of them, and to adopt rules and regulations pertaining to them (including, without limitation, restrictions on parking), but Landlord shall use reasonable efforts to avoid any unreasonable interference with the business operations of Tenant and visibility of the Premises, and in connection therewith Landlord shall not at any time restrict all of the access to the Premises by Tenant's employees or customers;

(d) Landlord grants to Tenant the non-exclusive right to use the parking lot located on the Project for parking in common with all other tenants and visitors of the Building, and conveys no other rights, titles, or interests of any kind pertaining to such parking locate. Tenant acknowledges that the parking lot may be used by others without limitation.

#### 4.5 Maintenance of the Common Areas.

(a) Tenant shall store all trash and garbage within the Premises, or in a trash dumpster or similar container provided by Landlord or Master Landlord. Tenant is responsible for a pro-rata share of the cost of the trash disposal and removal from such dumpster or container.

(b) Landlord or Master Landlord shall maintain, operate, and control the Common Areas, including signage except any signage installed by Tenant as provided in Paragraph 4.6 below, and shall maintain the Common Areas in a good and clean operating condition.

#### 4.6 Signage.

(a) Subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, at its sole cost and expense, may install signage on the Building or use the pylon/monument signage (if available), all in a manner and with signage approved in advance by Landlord.

(b) Tenant may, with the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, and erect, maintain and remove such additional signs as it deems necessary, appropriate or desirable to its business operations in, on or about the Premises.

(c) All signage must comply with this Sublease and the Master Lease, be aesthetically compatible with the design of the Building, in compliance with all Applicable Laws, and not cause structural damage to the Premises and the Building. Tenant is responsible for seeking any necessary approvals or permits for its desired signage.

(d) All permitted signs shall be maintained by Tenant at its expense in a first-class and safe condition and appearance. Upon the expiration or earlier termination of this Sublease, Tenant shall remove all of its signs at Tenant's sole cost and expense. Tenant shall repair any damage to the Premises, Building, or Project, inside or outside, resulting from the erection, maintenance or removal of any signs by Tenant.

#### 4.7 Access to Premises.

(a) Subject to the notice procedure provided below, Landlord and, to the extent provided in the Master Lease, Master Landlord, shall have the right to enter upon the Premises at all reasonable business hours for the purpose of (i) inspecting them, (ii) preventing waste, loss or destruction, (iii) enforcing any of its rights or powers under this Sublease or the Master Lease, or (iv) making such repairs or alterations as Landlord is obligated to make under the terms of this Sublease or which Landlord may elect to perform following Tenant's failure to do so. Landlord and/or Master Landlord shall be neither liable nor responsible for any loss to Tenant or Tenant's business which may occur by reason of such entry unless caused by Landlord's negligence or willful misconduct. Notwithstanding anything contained in this Sublease to the contrary, Landlord and Master Landlord shall provide at least 48 hours written notice to Tenant to allow for preparation and adherence to any current or future federal, state, or local ordinances to protect health, safety, and welfare, and to prevent the spread of any current or future infectious diseases.

(b) Throughout the Term, Landlord shall have the right to enter the Premises at reasonable hours for the purpose of showing them to prospective lenders and, during the last twelve (12) months of the Term (or at any time Tenant is in default under this Sublease), for the purpose of showing them to prospective tenants. Landlord may also, during the last three (3) months of the Term, place upon the Premises the usual notices "To Let" and "For Rent," which notices Tenant shall permit to remain without interference or interruption. Notwithstanding anything contained in this Sublease to the contrary, Landlord and Master Landlord shall provide at least 48 hours written notice to Tenant to allow for preparation and adherence to any current or future federal, state, or local ordinances to protect health, safety, and welfare, and to prevent the spread of any current or future infectious diseases.

(c) If in the case of an emergency Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same by master key or, if necessary to the protection of life or property, forcibly. In no event shall the obligations of Tenant hereunder be affected by any such entry.

4.8 Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion:

(a) assign, pledge or mortgage this Sublease, or any interest hereunder, except as permitted below;

(b) permit any assignment hereof by operation of law;

- (c) sublet the Premises or any part thereof, except as permitted below; or;
- (d) permit the use of the Premises by any party other than Tenant and its employees.

Each of the foregoing is referred to in this Paragraph 4.9 as a "**transfer event.**" Any change in the ownership of Tenant and any merger or consolidation of Tenant with another entity shall be considered an assignment (and, hence, a transfer event) for purposes of this Sublease. No consent by Landlord to a transfer event shall be construed to relieve Tenant from obtaining Landlord's written consent to any other transfer event. And, no transfer event, whether with or without Landlord's consent, shall relieve Tenant of its continuing liability under this Sublease. Tenant shall be relieved of its responsibilities and obligations under this Sublease only if the assignee, in the reasonable judgment of the Landlord, has the financial capability of assuming Tenant's obligations for the Term of this Sublease. Landlord will not be entitled to receive any consideration with respect to any such assignment or subletting. Notwithstanding the foregoing, each and every transfer event, assignment or sublet is subject to the terms of the Master Lease and existing exclusivity clauses for the Project.

4.9 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises hereby leased without hindrance from anyone claiming by, through or under Landlord.

## ARTICLE 5      **CONDITION OF PREMISES; ALTERATIONS**

5.1 Condition of Premises; Representations. Tenant's possession of the Premises on the Effective Date shall constitute conclusive evidence that Tenant has inspected the Premises and found them to be in satisfactory condition at the time of entry and that Tenant has accepted the Premises in their current "AS IS" condition. Except as otherwise stated in this Sublease, neither Landlord nor Landlord's employees, contractors, subcontractors, tenants, members, managers, or agents ("**Agents**") have made any representations regarding the physical condition of the Premises or any other portion of the Project, Operating Expenses, or any other matter relating to the Project or the Premises.

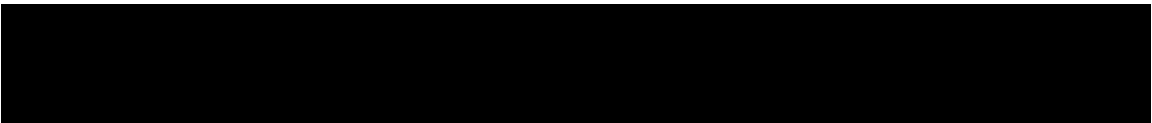
### 5.2 Alterations.

(a) If Tenant desires to make any alterations, improvements, or additions to the Premises ("**Alterations**"), Tenant shall first submit to Landlord plans and specifications therefore and obtain Landlord's written approval thereof which approval shall not be unreasonably delayed, withheld or conditioned. Any such approved Alterations shall be made at Tenant's sole expense with such contractor or contractors as shall be approved by Landlord which approval shall not be unreasonably delayed, withheld or conditioned and provided Landlord determines that there is adequate insurance. Unless otherwise directed by Landlord in writing, all Alterations made by Tenant shall be removed by Tenant from the Premises prior to the Termination Date, and all damage caused by their removal shall be repaired at Tenant's expense. All Alterations required to be left on the Premises at the end of the Term shall become Landlord's property.

(b) Tenant shall, before making any Alterations, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and, upon completion, all certificates of final approval therefore and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord. Tenant agrees to carry and will cause Tenant's contractors and subcontractors to carry such worker's compensation, general liability, personal and property damage insurance as Landlord may reasonably require.

(c) Any contractors hired by Tenant to perform approved Alterations shall perform their work within the Premises only unless otherwise agreed by Landlord in writing which approval shall not be unreasonably delayed, withheld or conditioned. Tenant shall be responsible for the reasonable, periodic removal from the Premises and the Project of all trash, rubbish, and surplus materials resulting from any such work. Tenant shall in no event unreasonably disturb other tenants, occupants, or patrons at the Project in connection with the Alterations and shall confine its construction activities to within reasonable time periods established by Landlord.

(d) Tenant shall notify Landlord of the completion date of any Alterations upon Tenant's completion. Simultaneously with such written notice, Tenant shall furnish Landlord with proper sworn statements and lien waivers from all persons performing work on or supplying materials to the Premises.



5.3 Covenant Against Liens. Nothing in this Sublease shall authorize Tenant to, and Tenant shall not, do any act which will in any way encumber the title of Landlord or Master Landlord in and to the Premises, nor shall the interest or estate of Landlord or Master Landlord in the Premises be in any way subject to any claim or lien whatsoever by virtue of any act or omission of Tenant. Any claim or lien upon the Premises arising from any act or omission of Tenant shall be valid only against Tenant and shall in all respects be subordinate to the title and rights of Landlord and Master Landlord, and any person claiming through Landlord or Master Landlord, in and to the Premises. Tenant shall remove any lien or encumbrance on its interest in the Premises within twenty (20) calendar days after it has arisen; provided, however, that Tenant may in good faith contest any such item if it posts a bond or other adequate security with Landlord and Master Landlord.

5.4 Force Majeure. In the event that the parties shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lockouts, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, delays, or other causes beyond the reasonable control of the parties ("**Force Majeure**"), then the parties shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided that the foregoing shall not apply to any payments of Rent Tenant is obligated to make under this Lease.

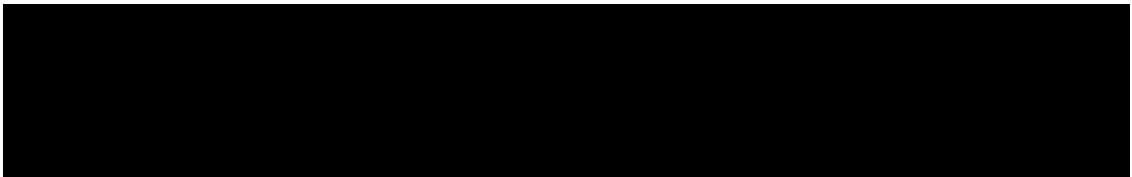
## ARTICLE 6 MAINTENANCE AND REPAIRS OF PREMISES

6.1 Tenant Obligations. Tenant shall keep and maintain the Premises, and each component of the Premises, in good, clean, operating, and habitable condition and working order, and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including, without limitation, replacement of cracked or broken glass and doors. Tenant shall, at its sole cost, provide extermination and pest control services sufficient to keep the Premises free from insects, rodents, vermin and other pests.

6.2 Landlord Remedies. If any repairs required to be made by Tenant hereunder are not made within thirty (30) calendar days (plus such additional time as may be reasonably required to obtain a permit, if applicable, not to exceed ninety (90) calendar days) after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the cost of such repairs plus interest at the Interest Rate.

## ARTICLE 7 INSURANCE AND INDEMNIFICATION

7.1 Tenant's Insurance. Tenant shall maintain the following insurance policies during the Term:



(b) Workers' compensation insurance covering all of its employees to at least the statutory limit required under the law of the state of Michigan.

(c) Property insurance for the full replacement cost for personal property and Tenant's Alterations to the Premises, to the full extent of their replacement cost.

(d) Loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants in the same business as Tenant or attributable to prevention of access to the Premises as a result of such perils.

All policies of insurance required to be carried pursuant to this Sublease shall be underwritten by such carriers and on such other terms and conditions as Landlord shall approve (such carriers shall be licensed to do business in the State of Michigan and have an A.M. Best rating of at least A.VIII) and shall provide, by endorsement or otherwise, and provide that (i) Landlord will not be subject to any defenses the carrier may have against Tenant, (ii) such insurance may not be canceled, terminated, amended or modified for any reason whatsoever, except upon thirty (30) calendar days' prior written notice to Landlord, and (iii) Landlord, Master Landlord and their lenders shall be named as additional insured parties. Prior to taking possession of the Premises, Tenant shall deliver to Landlord evidence of the foregoing insurance coverage.

Tenant shall deliver to Landlord a copy of all insurance policies required to be maintained by Tenant under this Sublease.

Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a default hereunder, entitling Landlord to purchase insurance on behalf of Tenant and charging the cost as Additional Rent; provided, if Tenant shall fail to keep in force insurance more than three (3) times it shall constitute a continuing default that entitles Landlord to exercise any or all of the remedies as provided in this Sublease in the event of Tenant's default except the right for Landlord to terminate this Sublease. All of Tenant's policies of insurance shall include a standard waiver of subrogation clause or endorsement. Tenant hereby waives all right of recovery against Landlord and Landlord's members, agents, and employees for losses covered by insurance.

7.2 Tenant's Property. Notwithstanding anything to the contrary in this Sublease, Tenant shall bring or keep property upon the Premises solely at its own risk, and Landlord shall not be liable for any damages thereto or any theft thereof. Tenant hereby waives all right of recovery which it might otherwise have against Landlord, and its members, agents, employees, customers, invitees, guests, or licensees, for any damage to Tenant's property or any persons, unless such damage may result from the negligence or fault of Landlord, or its members, agents, employees, customers, invitees, guests, or licensees.

7.3 Indemnification. Notwithstanding anything contained in this Sublease to the contrary, each party ("Indemnifying Party") shall defend, indemnify and hold the other party and its directors, officers, employees, agents, contractors, subcontractors, customers, invitees, guests, or licensees harmless from and against any and all third party claims, suits, actions, or demands for liability, and any associated damages, losses, costs and expenses payable to third parties to the extent arising out of or resulting from the (i) negligence or willful misconduct of the Indemnifying Party, (ii) any liabilities, obligations, damages, penalties, claims, costs and expenses arising wholly or in part as a result of or in connection with use or occupancy of the Premises by the Indemnifying Party, or (iii) the breach by the Indemnifying Party of any warranty, covenant or agreement contained in this Sublease.

## **ARTICLE 8      DAMAGE; EMINENT DOMAIN**

### **8.1      Damage.**

(a) Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire, other casualty or any other causes whatsoever.

(b) In the event that the Premises shall be damaged or destroyed by fire or other casualty and Landlord does not elect to terminate this Sublease as hereinafter provided, Landlord, or Master Landlord, as set forth in Section 20 of the Master Lease, shall promptly proceed to rebuild and repair the Premises.

(c) If, during the term of this Sublease, the Premises, Building, or those portions of the Building located on the Project shall be partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to its condition prior to the damage shall equal or exceed fifty percent (50%) of its fair replacement value immediately

prior to the damage, or if the Premises are damaged by any casualty not insured or required to be insured against by the Master Landlord or Landlord, or, if the damage, destruction occurs during the last year of this Sublease, or would otherwise require more than one hundred eighty (180) calendar days to restore, Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of its election to do so within thirty (30) calendar days after the date on which the damage occurs. Upon the giving of notice, this Sublease shall terminate as of the date on which damage occurred and the rent shall be adjusted to that date. If no notice is provided by Landlord or Tenant, this Sublease shall continue and the Landlord shall cause the Premises to be repaired or restored with due diligence, not to exceed one hundred eighty (180) calendar days following the date of damage/destruction.

(d) Any obligation to rebuild and repair under this Paragraph 8.1 or the Master Lease shall in any event be limited to restoring the Premises to substantially the condition as of the Effective Date, exclusive of any Alterations, Tenant's signage, fixtures and equipment installed by Tenant. Tenant agrees that promptly after completion of such rebuild and repair by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all Alterations, fixtures, signs and equipment installed by Tenant.

(e) Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Base Rent shall be reduced proportionately based on the unusable space in the Premises and to such extent as may be fair and reasonable under the circumstances.

## 8.2 Eminent Domain.

(a) If the whole or any material part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Sublease shall cease on that part to be taken from the day the possession is acquired by the public authority, and the rent shall be paid up to that date. If the portion of the Premises taken substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Sublease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Sublease except that the rentals shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord (or Master Landlord, pursuant to the Master Lease) shall promptly restore the remainder to a condition materially similar to that which existed prior to the date of such taking on a timely basis in compliance with all Applicable Laws, and at Landlord's (or Master Landlord's) sole cost and expense. Tenant's Rent shall abate during such restoration on a pro rata basis (taking into account the unusable portion of the Premises during such restoration).

(b) Notwithstanding anything to the contrary, this Sublease shall terminate if the Master Lease is terminated pursuant to the taking provisions set forth in the Master Lease. Any election to terminate this Sublease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty (30)

calendar days after the date of the taking. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Common Areas shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's loss of business, moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant.

## ARTICLE 9      DEFAULT; TERMINATION

9.1      Tenant Default. It shall be an event of default under this Sublease by Tenant if: (a) Tenant shall fail to pay to Landlord any Rent (Base or Additional) due hereunder, or of any other sum required to be paid by Tenant under this Sublease, or under the terms of any other agreement between Landlord and Tenant, in each case following ten (10) calendar days' written notice and opportunity to cure to Tenant; (b) Tenant shall fail to perform any of the other covenants or conditions which Tenant is required to observe and perform under this Sublease, following thirty (30) calendar days' written notice and opportunity to cure to Tenant; provided if during such 30-day period Tenant commences to cure the default and continues in good faith to cure the default but the default is of a nature that it cannot be cured within the 30 calendar day period, Tenant shall be given a reasonable time to cure; (c) the interest of Tenant in this Sublease shall be levied upon under execution or other legal process, or if any petition shall be filed by or against Tenant in a court of bankruptcy, or if Tenant shall be declared insolvent according to law, or make an assignment for the benefit of creditors or petition for or enter into an arrangement; and (d) Tenant shall cease to own business operations being carried out in the Premises unless such business operations are being carried out by a permitted assignee in accordance with Paragraph 4.8 above.

9.2      Landlord's Remedies. Landlord may, but need not, treat the occurrence of any one or more of the foregoing events of default set forth in Paragraph 9.1 above as a breach of this Sublease, and thereupon may, at its option, with notice consistent with Section 12.1 of this Sublease, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

(a)      Terminate this Sublease, repossess the Premises in accordance with the provisions of this ARTICLE 9 hereof, and be entitled to recover immediately, as damages, the worth of the amount by which the unpaid Rent (including an estimate of Additional Rent), which would have become due after termination for the balance of the Term of this Sublease, exceeds the then reasonable rental value of the Premises for the remainder of the stated term, discounted to present dollar value (calculated as the prime rate published by *The Wall Street Journal* or its successors) for said period, together with any other sum of money owed by Tenant to Landlord;

(b)      Terminate Tenant's right of possession and repossess the Premises without demand or notice of any kind to Tenant and without terminating this Sublease, in which case Landlord shall use commercially reasonable efforts to relet all or any part of the

Premises for such rent and upon such terms as shall be satisfactory to Landlord. For the sole purpose of such reletting as reasonably required by any new tenant, Landlord may make such repairs, alterations, additions or physical changes in or to the Premises as may be reasonably necessary. If Landlord shall fail or refuse to relet the Premises, then Tenant shall pay to Landlord as damages the total amount due to be paid by Tenant during the balance of the Term of this Sublease. If the Premises are relet and a sufficient sum shall not be realized from the reletting, after payment of all costs and expenses of such repairs, alterations, additions or physical changes and the expense of such reletting and the collection of rent occurring therefrom, to satisfy the Rent herein provided to be paid during the remainder of the Term, Tenant shall satisfy and pay any such deficiency upon demand. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph.

- (c) Have specific performance of Tenant's obligations;
- (d) Cure the default and recover the cost of curing as Additional Rent due on demand.

Tenant acknowledges and agrees that a default in any provision of this Sublease by Tenant shall entitle Landlord to exercise any of those rights and remedies provided for default in the Sublease and/or any other rights and remedies provided by Applicable Law. Landlord agrees to use commercially reasonable efforts to mitigate its damages upon Tenant's default.

### 9.3 Bankruptcy.

(a) If following the filing of a petition by or against Tenant in a bankruptcy court Landlord shall not be permitted to terminate this Sublease as hereinabove provided because of the provisions of the United States Code relating to Bankruptcy, as amended (the "**Bankruptcy Code**"), then Tenant (including Tenant as Debtor-in-Possession) or any trustee for Tenant agrees promptly, within no more than sixty (60) calendar days upon request by Landlord to the Bankruptcy Court, to assume or reject this Sublease, and Tenant agrees not to seek or request any extension or adjournment of any application to assume or reject this Sublease by Landlord with such Court. Tenant's or the trustee's failure to assume this Sublease within said 60-day period shall be deemed a rejection. Landlord shall thereupon immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Sublease shall be terminated, except that Landlord's right to damages for Tenant's default shall survive such termination.

(b) Tenant or any trustee for Tenant may only assume this Sublease if (i) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (ii) it compensates or provides adequate assurance that the Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's default, and (iii) it provides adequate assurance of future performance under this Sublease by Tenant. In no event after the assumption of this Sublease by Tenant or any trustee for Tenant shall any then-existing default remain uncured for a period in excess of ten (10) calendar days. Adequate assurance of future performance of this Sublease shall include, without limitation, adequate assurance (A) of the source of Rent required to be paid by

Tenant hereunder, and (B) that assumption or permitted assignment of this Sublease will not breach any provision hereunder.

9.4 Termination; Surrender of Possession.

(a) Upon the expiration or termination of this Sublease, whether by lapse of time, operation of law or pursuant to the provisions of this Sublease or the Master Lease, Tenant shall:

(i) Restore the Premises to the same condition in which they were in on the Effective Date (except for ordinary wear and tear and Alterations approved by Landlord to remain with the Premises pursuant to ARTICLE 5 above), remove all of its personal property and signs, symbols and trademarks pertaining to its business from the Premises and repair any damage to the Premises caused by such removal; and

(ii) Surrender possession of the Premises to Landlord.

(b) If Tenant shall fail or refuse to restore the Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property from the Premises, the Building and all associated real estate upon the expiration or termination of this Sublease, the Landlord and Tenant agree and stipulate that Landlord may, at its election: (i) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event the title thereto shall thereupon pass under this Sublease as a bill of sale; or (ii) treat such failure or refusal as conclusive evidence, on which Landlord shall be entitled to rely absolutely, that Tenant has forever abandoned such personal property. In either event, Landlord may, with or without accepting title thereto, keep or remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Landlord shall choose, all at Tenant's expense, and without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or be charged with the duties of a bailee of any personal property of Tenant. The failure of Tenant to remove any personal property as required in this Sublease shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to any such property which Tenant fails to remove.

(c) If Tenant shall fail or refuse to surrender possession of the Premises to Landlord upon termination or expiration of this Sublease, Landlord may immediately, without notice, re-enter the Premises and dispossess all persons and effects therefrom. Landlord shall also be entitled to such other remedies as may be provided it by law or in equity.

9.5 Holding Over. Tenant acknowledges that its holding over beyond the time of the termination or expiration of this Sublease without the written consent of Landlord will cause Landlord additional expense. If Tenant shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Sublease, Tenant shall acquire no rights with respect to the Premises. Tenant shall, however, pay Landlord one and one-half (1.50) times the

amount of Rent, both Base Rent and Additional Rent, on a month-to-month basis during such hold over. The provisions of this clause shall not operate as a waiver by Landlord of any right it may otherwise enjoy, including, without limitation, damages arising from Tenant's hold over beyond the expiration or termination of the Term.

9.6 Expenses of Enforcement.

(a) The losing party shall pay all reasonable attorneys' fees and expenses incurred by the winning party in enforcing any of the obligations under this Sublease.

(b) If Landlord, in connection with any default by Tenant, makes any expenditure or incurs any obligations for the payment of money, including, but not limited to, reasonable attorneys' fees and costs incurred in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred, together with interest at the Interest Rate, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord upon demand.

9.7 Remedies Cumulative.

(a) The failure of either party to enforce any covenant or condition of this Sublease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Sublease. No provision of this Sublease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed.

(b) All rights and remedies of Landlord and Tenant under this Sublease shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity.

**ARTICLE 10 ENVIRONMENTAL**

10.1 As used in this Sublease, the term "**Hazardous Materials**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, any agency of the State of Michigan, or any agency of the United States government. The term "**Hazardous Materials**" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (ii) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (42 U.S.C. § 6903); (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (42 U.S.C. § 9601); (iv) petroleum and any petroleum by-products; and (v) asbestos. Tenant shall not, nor shall it permit its employees, business invitees, or contractors (collectively "**Tenant's Agents**"), to bring upon, keep, store, use, or dispose of any Hazardous Materials on, in, under, or about the Premises, except for the following: (i) gas, diesel fuel, oil, and other petroleum products and petroleum by-products which drip in normal amounts from motor vehicles on parking and truck loading areas surrounding the Premises; or (ii) Hazardous Materials contained within Tenant's products, equipment, or inventory and which do not pose any significant threat of being released

into the environment. Tenant shall cause the presence, use, storage, and/or disposal of any Hazardous Materials on, in, under, or about the Premises by Tenant or Tenant's Agents to be in complete compliance with all Applicable Law. Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials in, on, under, or about the Premises caused by the acts, omissions, or negligence of Tenant and/or Tenant's Agents pursuant to Section 7.3 of this Sublease.

10.2 Landlord or Master Landlord may with ten (10) calendar days' advance written notice or after the Term conduct an environmental assessment of the Premises and Tenant's business operation thereon. If that assessment discloses the presence of Hazardous Materials that are under this Sublease Tenant's responsibility, Tenant shall, in addition to all other liability, pay the cost of the assessment.

10.3 All of the covenants and indemnities of this paragraph shall survive the expiration or termination of this Sublease.

## **ARTICLE 11 SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATE**

11.1 Subordination. This Sublease shall be subject and subordinate to the interests of the holders of any notes secured by a mortgage or deed of trust on the Premises, now or in the future, and to all ground or underlying leases, including, without limitation, the Master Lease, and to all renewals, modifications, consolidations, replacements and extensions thereof. While the provisions of this paragraph are self-executing, Tenant shall within thirty (30) calendar days after such request execute such reasonable documents as may be necessary to affirm or give notice of such subordination. So long as Tenant is not in default, Tenant's possession shall not be disturbed.

11.2 Attornment11.2. The subordination of this Sublease notwithstanding, upon request of the holder of any note secured by a mortgage on the building or the Premises, or any ground or underlying lessor, Tenant shall within fifteen (15) calendar days after such request agree in writing that no action taken by such holder or lessor to enforce said mortgage shall terminate this Sublease or invalidate or constitute a breach of any of its provisions, and Tenant shall attorn to such mortgagee, or to any purchaser of the Building or the Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the Term on all the terms and conditions herein contained. While the provisions of this paragraph are self-executing, all persons affected thereby shall execute such documents necessary to affirm or give notice of such attornment.

11.3 Estoppel Certificate. At the request of Landlord, Tenant shall within fifteen (15) calendar days deliver to Landlord a certificate stating and certifying as of its date (a) the Effective Date, Rent Commencement Date and the date to which Rent and other charges under this Sublease have been paid, (b) that Tenant has accepted and is in possession of the Premises, (c) whether or not there are then existing any defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof on the part of Tenant to be performed or complied with (and, if so, specifying the same), (d) if such be true, that this Sublease is unmodified and in full force and effect and Tenant, as applicable, is not in default under any provision of this Sublease, and (e) such other information as may be reasonably requested.

## ARTICLE 12 MISCELLANEOUS

12.1 Notices. Any notices, bills, statement or other communications which shall be given under or in connection with the terms of this Sublease shall be in writing sent to the respective parties as follows:

To Landlord:

TRIGO SOUTHWEST GRILL LLC  
4015 Lemon Creek Road  
Bridgman, Michigan 49106  
Attention: Joyce Lunsford

To Tenant:

BUBS ENTERPRISES, LLC d/b/a Backyard Restaurant  
5070 28th Street SE,  
Grand Rapids, Michigan 49512  
Attention: Babak Shahbodaghloo

Notices may be given by first class U.S. mail (postage pre-paid, registered and with return receipt requested), nationally recognized express courier, or facsimile. Notices shall be deemed to have been given on the date of delivery when delivered by facsimile (with machine confirmation), on receipt if delivered by express courier, and five (5) days after deposited with the United States Postal Service if mailed via first class mail. Either party may change the notice address or addressee by giving notice thereof to the other party in accordance with this Section 12.

No notice given by Tenant to Landlord shall be effective unless a copy is also delivered, in the manner provided above, to any of Landlord's lenders of whom Tenant has been given notice. The lenders shall be given thirty (30) calendar days to cure any alleged Landlord default beyond the period Landlord would have to cure.

12.2 Brokers. Each party under this Lease represents and warrants that, except for Spencer Management L.L.C., Colburn Hundley, and Signature Associates (collectively, "**Brokers**"), it has dealt with no broker in connection with this Sublease. Each party shall indemnify and hold harmless the other from and against any loss, liability, or claim, including, without limitation, reasonable attorney fees, arising from its breach of the foregoing representation and warranty. The brokerage commission due shall be paid by Landlord to Spencer Management L.L.C., pursuant to a separate agreement between Landlord and Spencer Management L.L.C.. Spencer Management L.L.C. shall split such commission with Colburn Hundley and Signature Associates pursuant to a separate agreement between Spencer Management L.L.C., Colburn Hundley and Signature Associates. The provisions of this Section 12.2 shall survive termination of this Sublease.

12.3 Construction. Landlord and Tenant understand, agree and acknowledge that each party has had the opportunity to freely negotiate the terms and provisions of this Sublease and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Sublease or any of its terms or conditions, there shall be no inference, presumption or

conclusion drawn whatsoever against either party by virtue of that party having drafted this Sublease or any portion thereof.

12.4 Successors. The covenants, conditions, and agreements contained in this Sublease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and assigns.

12.5 Covenants and Conditions. All covenants and conditions contained herein are independent of one another. All of the covenants of the parties contained herein shall, at the option of Landlord, be construed as both covenants and conditions.

12.6 Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

12.7 Third Parties. Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Sublease.

12.8 Choice of Law; Severability. This Sublease shall be governed by and construed in accordance with the laws of the state of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Sublease shall not affect the validity of the remaining terms so long as the essential purpose of this Sublease is not materially affected.

12.9 Consent. Whenever the consent of Landlord or Tenant is required under this Sublease, it may be withheld in Landlord's or Tenant's, as applicable, sole discretion unless expressly provided otherwise in this Sublease.

12.10 Landlord Assignment; Liability. It is expressly understood and agreed by Tenant that nothing contained in this Sublease shall be construed as either prohibiting the assignment or sublease of this Sublease by Landlord or creating any recourse against Landlord or its Agents, personally, for any breach by Landlord of any covenant, representation, agreement, or condition, either expressed or implied, contained in this Sublease, or with regard to any warranty contained in this Sublease, and that so far as Landlord personally is concerned, Tenant and every person now or hereafter claiming any right under this Sublease shall look solely to Landlord's interest in the Premises for the payment or other satisfaction thereof in the manner provided in this Sublease, but subject to the foregoing, this shall not be construed in any way so as to affect or impair the legal enforceability of this Sublease. Landlord shall under no circumstances be liable for any consequential damages such as business interruption, moving expenses, loss of business or the like.

12.11 Waiver of Jury Trial. Landlord and Tenant agree that to the extent permitted by law and by applicable policies of insurance, each shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either against the other or on any matter arising out of or in any way connected with this Sublease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

12.12 Confidentiality. The parties hereto will maintain all Confidential Information (as defined below) in confidence and will not disclose such information to any other party without the

prior written consent of the other party hereto, which consent may be withheld in such party's sole discretion. "**Confidential Information**" includes the terms of the Letter of Intent entered into by the parties, this Sublease, and any and all information whether in oral, written or other form, which is communicated by Tenant to Landlord relating to Tenant's proposed development of the Premises, including, but not limited to, architectural plans, specifications, site plans and drawings (provided that such information is labeled as confidential). For clarity, Confidential Information should be marked as such when applicable. Confidential Information may be released to the parties' employees, partners, consultants and lenders who have a reasonable need for such Confidential Information, provided that such individuals agree to maintain the confidential nature of the information, and may be released according to Applicable Laws.

12.13 Authority of Tenant. The individual executing this Sublease on behalf of the Tenant represents and warrants that (s)he is duly authorized to execute and deliver this Sublease on behalf of said corporation in accordance with the bylaws of said corporation, and that this Sublease is binding upon said corporation.

12.14 Authority of Landlord12.14. The individual executing this Sublease on behalf of the Landlord represents and warrants that he is duly authorized to execute and deliver this Sublease on behalf of said limited liability company in accordance with the operating agreement of said company, and that this Sublease is binding upon said company.

12.15 Guaranty. Upon the execution of this Sublease, Tenant shall provide Landlord with an executed original of the Guaranty of this Sublease in the form attached hereto as **Exhibit C** ("**Guaranty**"), which provides for a guaranty of Tenant's performance under this Sublease from Babak Shahbodaghloo.

12.16 Entire Agreement. This Sublease represents the entire agreement between the parties. All prior agreement and negotiations are superseded by this Sublease. This Sublease may not be amended, altered or modified unless done so in writing by both parties.

[Signatures Follow]

Landlord and Tenant executed this Sublease as of the date first indicated above.

TRIGO SOUTHWEST GRILL, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

**Landlord**

BUBS ENTERPRISES, LLC d/b/a Backyard  
Restaurant

By Babak Shahbodaghloo

Its Member \_\_\_\_\_

**Tenant**

**MASTER LANDLORD CONSENT AND AGREEMENT**

WATERFALL SHOPPES II, LLC, a Michigan limited liability company, of 161 Ottawa Avenue NW, Suite 104, Grand Rapids, Michigan 49508, the Master Landlord under the Master Lease described herein hereby consents and agrees pursuant to Section 18 of the Master Lease to the sublease described herein. Notwithstanding anything above, no provision of this Sublease shall relieve Landlord from its monetary and non-monetary obligations under the Master Lease. Master Landlord covenants and agrees to provide Landlord or Tenant with written notice of Landlord's and/or Tenant's default under the terms of this Sublease or the Master Lease within seven (7) calendar days of such default.

WATERFALL SHOPPES II, LLC

By: FH Properties VIII, LLC, Manager

By: Hund-Fink, LLC, Member

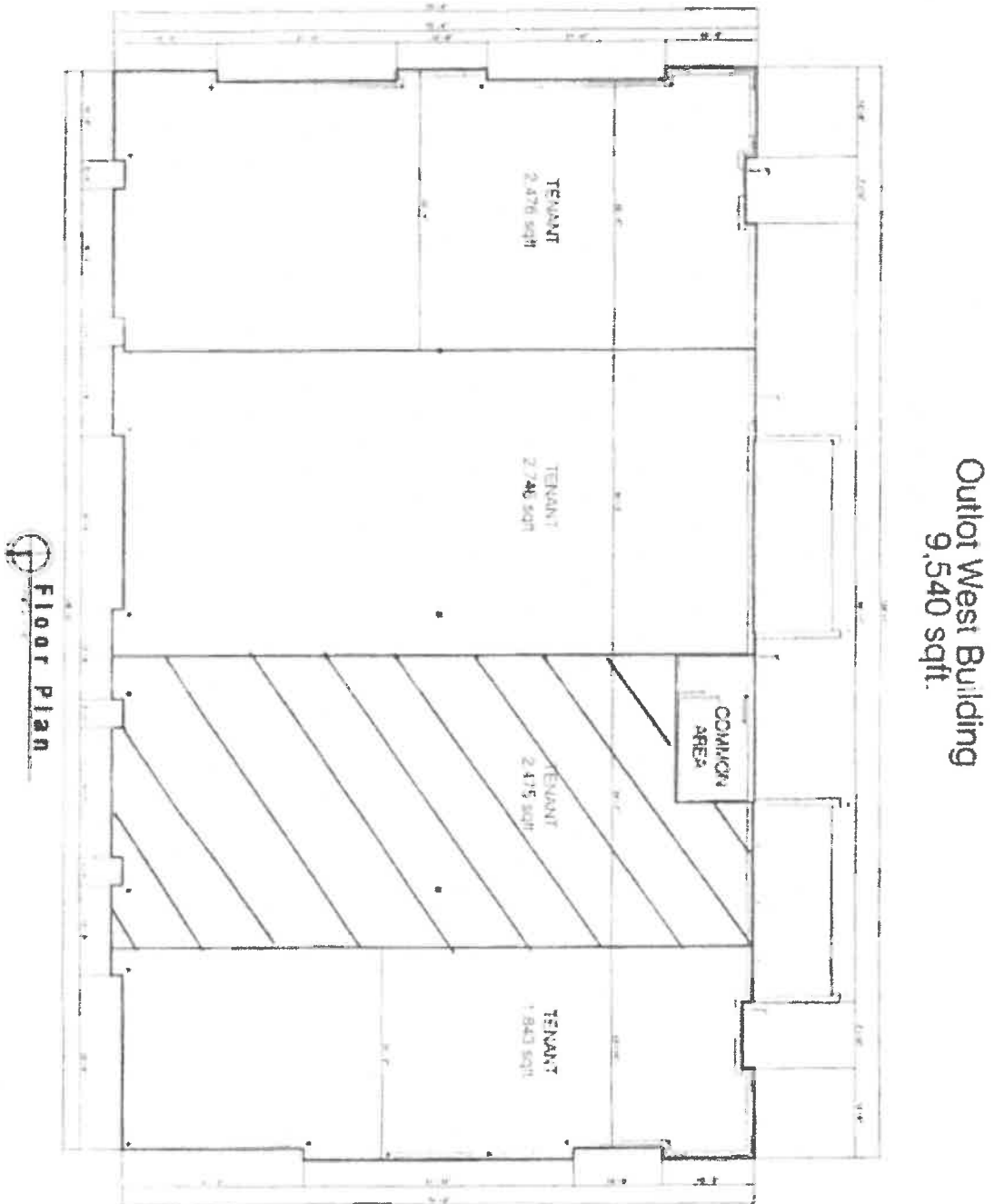
Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**Tenant Space**



## Exhibit B

### Project Legal Description

**DESCRIPTION PARCEL A:**

That part of Section 18, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan described as; Commencing at the Northwest Corner of said Section 18; thence N87°57'28"E, 1441.85 feet along the North line of said Section 18; thence S02°02'32"E, 81.06 feet to the South line of 28th Street(M-11) and the POINT OF BEGINNING of this description; thence N88°18'30"E, 295.04 feet along said South line of 28th Street(M-11); thence S01°41'30"E, 20.00 feet along said South line of 28th Street(M-11); thence N88°18'30"E, 25.29 feet along said South line of 28th Street(M-11); thence S01°40'07"E, 250.91 feet parallel with the North and South 1/4 line of said Section 18; thence S88°24'06"W, 291.15 feet; thence Northwesterly 46.34 feet along a 29.50 foot radius curve to the right with a central angle of 89°59'56", the long chord of which bears N46°35'58"W, 41.72 feet; thence N01°35'58"W, 240.90 feet parallel with said West line of the fractional East 1/2 of the Northwest 1/4 of said Section 18 to said south line of 28th Street(M-11) and the POINT OF BEGINNING. Subject to easements, rights of way and restrictions of record. Contains 1.97 acres more or less

## Exhibit C

### Sublease Guaranty

This Sublease Guaranty ("**Guaranty**") is given by Babak Shahbodaghloo, an individual ("**Guarantor**"), to TRIGO SOUTHWEST GRILL, LLC, a Michigan limited liability company ("**Landlord**"), as required for Landlord to enter into the Sublease Agreement (the "**Sublease**") dated January 1, 2022, between Landlord and BUBS ENTERPRISES, LLC, a Michigan limited liability company, with its principal place of business at 5070 28th Street SE, Grand Rapids, Michigan 49512 d/b/a Backyard Restaurant ("**Tenant**").

In consideration of the Landlord entering into the Sublease, Guarantor agrees as follows:

1. **Guaranty.** From the date of execution of the Sublease until the expiration of the Sublease ("**Term**"), Guarantor, Guarantor's heirs, personal representatives, successors and assigns, unconditionally guarantees; (a) the prompt payment by Tenant of all amounts when due under the Sublease, including all payments of Base Rent, Additional Rent, and all other payment obligations, charges, expenses and costs of every kind and nature, which are or may be due now or in the future under the Sublease; and (b) the complete and timely performance, satisfaction and observation by Tenant of all of the terms, conditions and covenants of the Sublease which are now or in the future required to be performed, satisfied or observed by Tenant.

2. **Coverage of Guaranty.** This Guaranty extends to non-payment of Base Rent, Additional Rent, Common Areas Maintenance, Utilities, Taxes, Operating Expenses and other payment obligation that result under the Sublease, that Tenant has or may have to Landlord by reason of the Sublease during the Term.

3. **Performance Guaranty.** Should Tenant fail to perform, satisfy or observe the terms, conditions and covenants of the Sublease which are required to be performed, satisfied or observed by Tenant during the Term, Guarantor will promptly and fully perform, satisfy and observe such obligations. Guarantor shall pay, reimburse and indemnify the Landlord for any and all damages, costs, expenses (including actual attorneys' fees), losses and other liabilities arising or resulting from Tenant's failure and Landlord's enforcement of this Guaranty.

4. **Waiver of Duties; Obligations.** A waiver of any duty or obligation under this Guaranty shall not be a waiver of any subsequent or other duty or obligation hereunder. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. Guarantor shall not be discharged or released by reason of the discharge or release of Tenant or any other person or entity for any reason, including a discharge in bankruptcy, receivership or other proceedings, a disaffirmation or rejection of the Sublease by a trustee, custodian or other representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of Tenant's liability or any remedy of the Landlord.

5. **Sublease Security.** This Guaranty shall remain in full force and effect during the Term without regard to the existence of any security deposit or other collateral or security in favor of Landlord or the receipt, disposition, application or release of any such security deposit or other collateral or security.

6. **Reinstatement.** During the Term, Landlord's rights under this Guaranty shall be reinstated and this Guaranty shall be fully enforceable with respect to any amount paid under the Sublease, which amount is later required to be returned by Landlord for any reason, including as a result of the bankruptcy, insolvency or reorganization of Tenant, Guarantor, or any other person or entity, and all such amounts shall be considered to have never been paid to Landlord.

7. **Waiver.** During the Term, so long as Tenant owes any payment or performance to Landlord, Guarantor waives any claims or rights which it might now have or later acquire against Tenant (or any other person or entity which is or may be liable to Landlord) arising from the existence or performance of Guarantor's obligations under this Guaranty or under any other agreement or otherwise including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or to participate in any claim or remedy of Landlord against Tenant or any collateral or security which Landlord now has or later acquires, whether such claim, remedy or right arises in equity, under contract or statute, at common law, or otherwise.

8. **Binding Effect.** This Guaranty will be binding upon and will inure to the benefit of the parties, and their respective heirs, successors and assigns.

9. **Miscellaneous.** Capitalized terms not defined in this Guaranty shall have the meanings assigned to them in the Sublease. If any provision of this Guaranty becomes or is declared by a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected and this Guaranty shall be enforced to the fullest extent permitted by law. **All modifications to this Guaranty to be effective, shall be in writing and signed by both parties.** This Guaranty shall be deemed jointly drafted by Landlord and Guarantor and shall not be construed against any party as its drafter. This Guaranty shall be governed by and construed and enforced in accordance with the laws of the state of Michigan.

Guarantor signed this Sublease Guaranty as of the date of the Sublease.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

GUARANTOR:

*Babak Shahbodaghloo*  
\_\_\_\_\_  
Babak Shahbodaghloo

Address of Guarantor:

2525 Bloomingdale Dr. NE #1111  
Grand Rapids, MI 49546



**Exhibit D**

**Tenant Work Letter Guaranty**

ROOM NAME	FLOOR	BASE	WALLS / CEILING	CEILING HEIGHT	REMARKS
DINING AREA	CT-1	RS-1	SEA ELONGATION	11'-0"	SEE SHEET 103 FOR DETAILS
SEWING AREA	CT-1	DT-1	FWP & BFC PART PT-1	10'-0"	SEE SHEET 103 FOR DETAILS
FOOD PREP	CT-1	DT-1	FWP	10'-0"	SEE SHEET 103 FOR DETAILS
WOMEN'S	CT-1	RS-1	PT-1 & FWP	10'-0"	SEE SHEET 103 FOR DETAILS
NEWS	CT-1	RS-1	PT-1 & FWP	10'-0"	SEE SHEET 103 FOR DETAILS
OFFICE	CT-1	DT-1	PT-1	10'-0"	SEE SHEET 103 FOR DETAILS
HALL	CT-1	RS-1	PT-1	EXISTING	SEE SHEET 103 FOR DETAILS

**GENERAL NOTES - FINISHES**

1. THE CONTRACTOR SHALL VERIFY THE SUBMITTALS FOR FINISHES.
2. ALL INTERIOR WALLS SHALL BE PT-1 UNLESS OTHERWISE NOTED.
3. ALL INTERIOR DOOR FRAMES SHALL BE SHAPED PT-2.
4. ALL INTERIOR PARTITIONS SHALL RECEIVE TWO COATS OF 5/8" PLYWOOD UNLESS OTHERWISE NOTED.
5. ALL INTERIOR PARTITIONS SHALL RECEIVE TWO COATS OF 5/8" PLYWOOD UNLESS OTHERWISE NOTED.
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**GENERAL FRAMING NOTES**

1. ALL DIMENSIONS ARE TO FACE OF CYPRUS WALL BOARD UNLESS NOTED OTHERWISE.
2. ALL INTERIOR PARTITIONS DIMENSIONS ARE TO FACE OF WALL UNLESS NOTED OTHERWISE.
3. ALL INTERIOR PARTITIONS DIMENSIONS ARE TO CENTER OF WALL UNLESS NOTED OTHERWISE.
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**DOOR & WINDOW DETAILS**

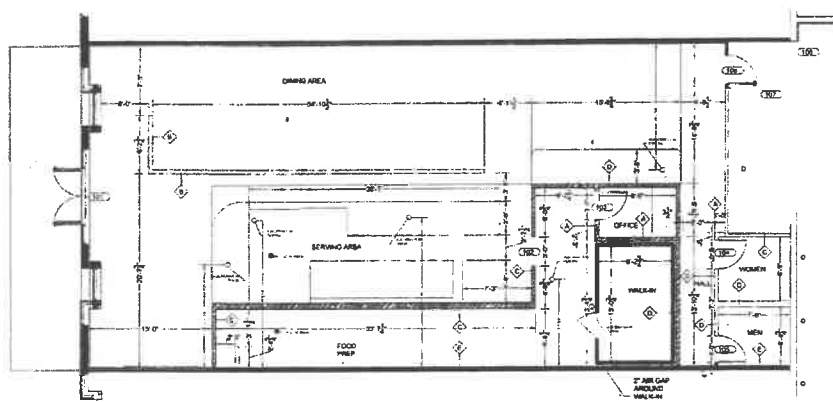
REFER TO SHEET 103 FOR DOOR AND WINDOW TYPE SCHEDULE

**WALL LEGEND** REFER TO DETAILS ON SHEET 103

- FULL HEIGHT WALL COATING
- LOW WALL
- FULL HEIGHT METAL STUD INTERIOR WALL
- FULL-AN COOLER/REFRIGERATOR WALL
- EXISTING SUPPORT COLUMN

**IMPORTANT NOTE**

INTERIOR PLYWOOD WALL SURFACES REQUIRE APPLIED FINISHING. REFER TO SPECIFICATIONS FOR PRODUCT PLACEMENT INFORMATION.



**DIMENSIONED FLOOR/FINISH PLAN**  
SCALE 1/8" = 1'-0"

**REVISED**

**MOE'S SOUTHWEST GRILL**  
WATERFALLS SHOP  
DIMENSIONED FLOOR PLAN

DATE: 08/11/10

SCALE: 1/8" = 1'-0"

Sheet # 103

Project # 103

Client # 103

Architect # 103

DATE: 08/11/10

**A 3.0**

**ROOM FINISH SCHEDULE**

ROOM NAME	FLOOR	BASE	WALLS	CEILING	CEILING HEIGHT	REMARKS
DINING AREA	OT-1	RS-1	SEE ELEVATIONS	SEE SHEET A3.3 FOR DETAILS	EXISTING	PT-1 ABOVE CHAIR RAIL 2' BELOW CHAIR RAIL 17' 4" 30" AFF
SERVING AREA	OT-1	OT-1	FRP & SS PAINT PT-1	SEE SHEET A3.3 FOR DETAILS	10'-0"	
FOOD PREP	OT-1	OT-1	FRP	SEE SHEET A3.3 FOR DETAILS	10'-0"	
WOMEN'S	OT-1	RS-1	PT-1 & FRP	SEE SHEET A3.3 FOR DETAILS	10'-0"	FRP TO 48" AFF CHAIR RAIL 17' 4" 30" AFF
MEN'S	OT-1	RS-1	PT-1 & FRP	SEE SHEET A3.3 FOR DETAILS	10'-0"	FRP TO 48" AFF CHAIR RAIL 17' 4" 30" AFF
OFFICE	OT-1	OT-1	PL-1	SEE SHEET A3.3 FOR DETAILS	10'-0"	
HALL	OT-1	RS-1	PL-1	EXPOSED PAINT PT-1	EXISTING	

**GENERAL NOTES**

1. ALL WORK SHALL BE IN COMPLIANCE WITH THE BUILDING CODES AND ALL APPLICABLE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL APPLICABLE STATE AND LOCAL CODES. UNLESS WRITTEN INFORMATION IS PROVIDED TO THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL APPLICABLE STATE AND LOCAL CODES.
2. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION AND SUPPORT FOR ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL APPLICABLE STATE AND LOCAL CODES.
3. ALL WORK SHALL BE IN COMPLIANCE WITH THE BUILDING CODES AND ALL APPLICABLE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL APPLICABLE STATE AND LOCAL CODES.
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**DOOR & WINDOW DETAILS**

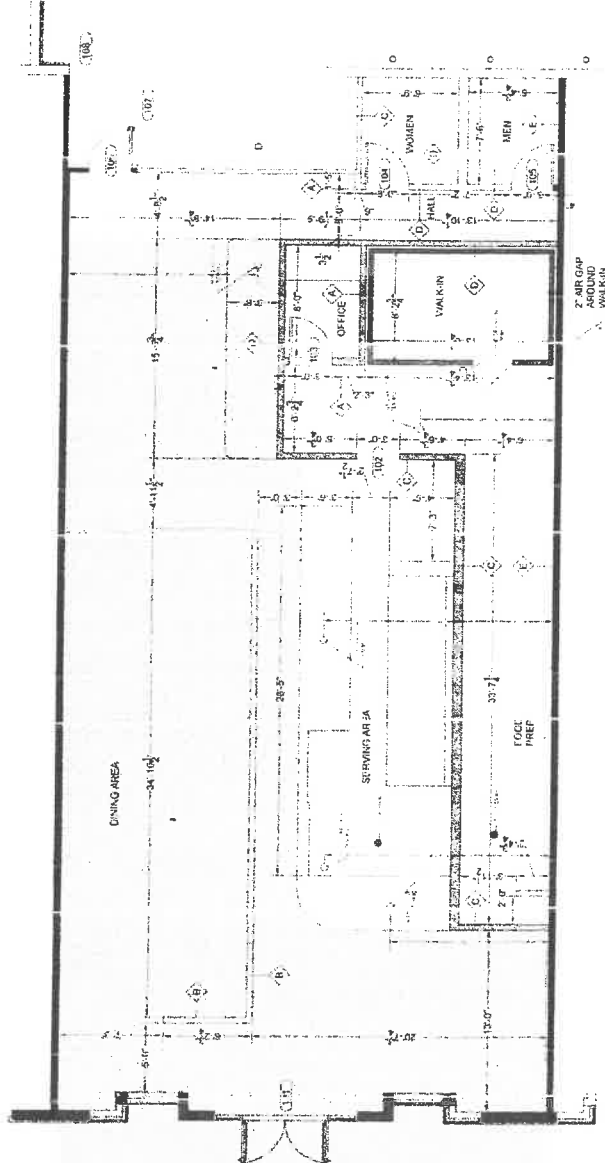
REFER TO SHEET A3.3 FOR DOOR AND WINDOW TYPE SCHEDULE

**GENERAL NOTES - FINISHES**

1. THE CONTRACTOR SHALL VISIT THE SITE BEFORE SUBMITTING FINISHES.
2. ALL INTERIOR WALLS SHALL BE PT-1, UNLESS OTHERWISE NOTED.
3. ALL INTERIOR DOOR FRAMES SHALL BE PAINTED PT-3.
4. ALL INTERIOR DOOR FRAMES SHALL BE PAINTED PT-3.
5. ALL INTERIOR DOOR FRAMES SHALL BE PAINTED PT-3.
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16. ALL INTERIOR DOOR FRAMES SHALL BE PAINTED PT-3.

**GENERAL FRAMING NOTES**

1. ALL INTERIOR PARTITIONS SHALL BE 2" X 4" STUDS ON 16" O.C. GYPSUM BOARD UNLESS OTHERWISE NOTED.
2. ALL INTERIOR PARTITIONS SHALL BE 2" X 4" STUDS ON 16" O.C. GYPSUM BOARD UNLESS OTHERWISE NOTED.
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**1/8" = 1'-0" DIMENSIONED FLOOR/FINISH PLAN**

**WALL LEGEND**

- FULL HEIGHT WALL-EXISTING
  - LOW WALL
  - FULL HEIGHT METAL STUD (EXISTING WALL-NEW)
  - WALK-IN COOLER/REEFER WALL
  - EXISTING SUPPORT COLUMN
- NOTE: ALL C MENTIONS ARE TO FACE OF OVP, CEILING PLANE OF COLUMN, OR FACE OF BRICK STUCCO UNLESS NOTED OTHERWISE.

**IMPORTANT NOTE**

INTERIOR PLUMBING WALL SURFACES REQUIRE APPLIED FIREPROOFING. REFER TO SPECIFICATIONS FOR PROTECTIVE PLACEMENT/ORDINATION.

Dear Members of the Cascade Charter Township,,

I am writing to express why we believe our restaurant, Backyard Persian BBQ & Grill, would be a great candidate for the liquor license under consideration. We opened our doors a little over a year ago and in that time, we have become deeply rooted in the Cascade community.

What sets us apart is our unique offering: we are proud to be the only restaurant serving authentic Persian cuisine in west, central, and northern Michigan, and one of only three in the entire state. The inspiration behind our restaurant stems from my father's long-held dream of owning an authentic Persian restaurant. Although retired, he wished to remain active and contribute to the community. To honor his wish and acknowledge all he has done for me, I decided to establish this restaurant. Thus, Backyard Persian BBQ & Grill is not merely a business for us, but a labor of love and a testament to the strong father-son bond we share.

Cascade was our location of choice for this venture because of our deep connections to the area. Our family has run a business here for 35 years, and we are proud to call this place our home. We've been active participants in community events and have built strong partnerships with other local businesses.

While we've enjoyed success, we've also observed a recurrent challenge: prospective customers often inquire if we serve alcohol and upon learning that we do not, decide to dine elsewhere. This reality has had an impact on our business and led us to seek a liquor license. We believe that by offering a carefully selected menu of international and local beers, wines, and seasonal cocktails, we can provide a more complete dining experience and meet the desires of our patrons.

Being granted a liquor license will not only help our business grow but also allow us to enrich the local dining landscape. We fully understand and respect the responsibilities that come with this privilege. Ensuring responsible serving practices will be of utmost importance, and we commit to thorough training for our staff in this regard.

Should there come a time when our business ceases to operate, we pledge to return the license to the Township, keeping this valuable resource within the local sphere.

We appreciate your consideration of our application and hope to have the opportunity to further contribute to the vibrant Cascade community.

Best Regards,

Babak Shahbodaghloo  
Owner  
Backyard Restaurant  
301.760.0405  
5070 28th ST SE



**Cascade Charter Township**  
**Application for Liquor License Support Resolution**

Cascade Township does not issue liquor licenses. This application is for a resolution of support from the Township, which may be required by the State of Michigan Liquor Control Commission before a liquor license is issued.

**APPLICANT INFORMATION**

Name: Mannu Basel DOB: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Mobile: [REDACTED] Email: [REDACTED]

**BUSINESS INFORMATION**

Name of Business: Mumbai Masala LLC (DBA Indian Masala)

Street Address: 5769 28<sup>th</sup> Street SE

City: Grand Rapids State: MI Zip: 49546

Business Partners (all individuals with greater than 5% interest in the business):

Name	Address	DOB
<u>Sole proprietor</u>		

**LICENSE INFORMATION:**

Please list the Michigan Liquor License Commission license that is being applied for. If you are applying for transfer of an escrowed license, please list the license number and current owner.

Class C Liquor License

Business Description: located at 5769 28<sup>th</sup> St, SE, GR, MI  
Indian masala was established in 2017 with a  
purpose of serving North-Indian food to the  
residents living in Cascade and surrounding  
areas. Lunch, Dinner, take-outs, caterings and  
party orders are the services for which Indian  
Masala is known for.

Have you or any of the business partners been convicted of a felony in any court?

Yes  No If yes, explain: \_\_\_\_\_

Have you or any of the business partners been convicted on any state or federal law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance:  Yes  No If yes, explain: \_\_\_\_\_

Have you ever had a liquor license revoked for cause, or been convicted of a liquor license violation by the Michigan Liquor Control Commission?  Yes  No  
If yes, explain: \_\_\_\_\_

Is the sale or manufacturing of beer, wine or liquor an accessory use to other permitted uses upon the site?  Yes  No

If yes, explain: \_\_\_\_\_

Please attach to this application a building and site plan showing the entire structure and premises and, in particular, the specific area where the license is to be utilized. Where applicable, the plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, screening and noise control measures.

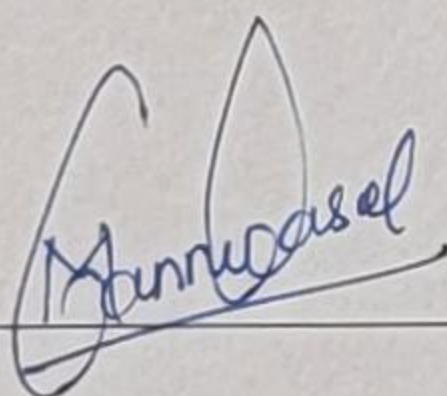
*Please initial the following statements:*

MB I (the applicant) have never been convicted of a felony and am not disqualified to receive a license by any matter contained in the Cascade Charter Township Liquor Licenses Ordinance or the laws of the State of Michigan.

MB I (the applicant) have read and understood the Cascade Charter Township Liquor License ordinance and will not violate any of the laws of the State of Michigan or of the United States or any ordinances of Cascade Charter Township in the conduct of business related to the license being applied for.

By executing this application, I authorize Cascade Charter Township and its agents to conduct a full background investigation including, but not limited to, my criminal, financial, personal and business history.

Signature: \_\_\_\_\_



Date: 06/21/2023

For Official Use Only

**Fire Department Approval**      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Building Department Approval**      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Clerk Department Approval**      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Treasurer Department Approval**      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Zoning Department Approval**      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_


**Township Board Approval**      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

*Resolution Number* \_\_\_\_\_

Amendment to Lease dated December 7, 2016



Mumbai Masala, LLC (Tenant), formerly Indian Masala, LLC (Tenant) wishes to exercise its first Option to Renew the Lease Agreement for the space occupied at 5769 28<sup>th</sup> Street SE, Grand Rapids, 

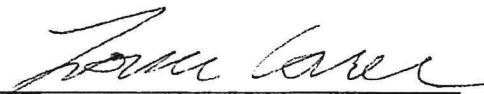
The terms and conditions set in the original Lease Agreement will be as followed:

The rent schedule will be as follows:




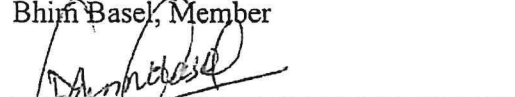
LANDLORD: P & L COMPANY, LLC

12/4/19  
Date

  
Louie Cares, Member

TENANT: MUMBAI MASALA, LLC.

12-04-19  
Date  
12/04/-019  
Date

  
Bhim Basel, Member  
  
Manu Basel, Member

## LEASE AGREEMENT

THIS LEASE AGREEMENT made this 7th day of December 2016 is by and between P & L Company, LLC whose principal place of business is located at 3000 Breton SE, Grand Rapids, MI 49512 (hereinafter referred to as "Landlord") and Indian Masala, LLC, of 3500 Hampton Ct NE, Grand Rapids, MI 49546 (hereinafter referred to as "Tenant").

A. Landlord is the owner of record of the below described premises and wishes to lease said premises to the Tenant pursuant to the terms and conditions contained herein.

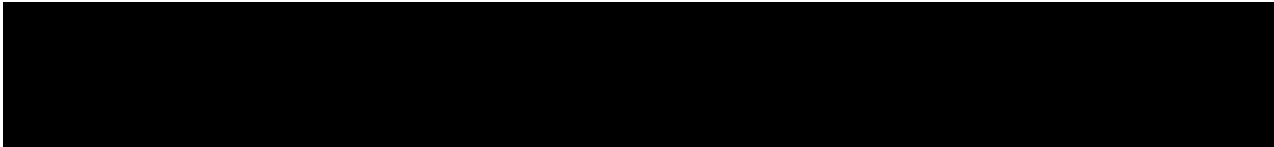
B. The Tenant desires to rent below described premises from the Landlord in accordance with the terms and conditions contained herein.

IT IS THEREFORE AGREED:

### I. DESCRIPTION OF PREMISES

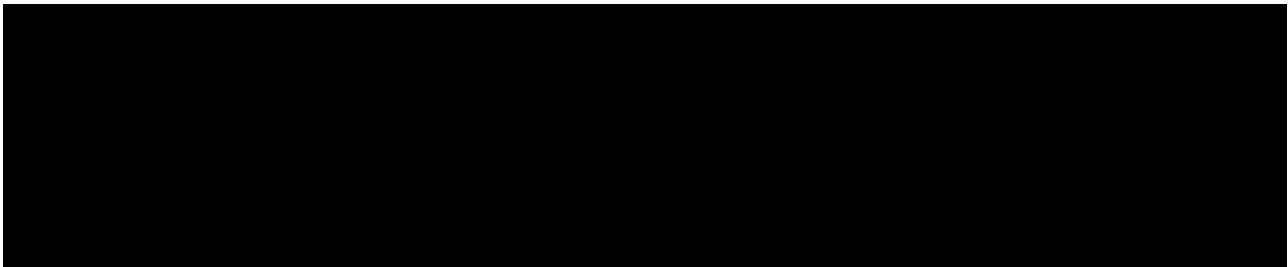
Landlord hereby leases to Tenant that part of the building located at 5769 28<sup>th</sup> St SE, Grand Rapids, MI 49546 consisting of approximately 2,033 square feet (hereinafter referred to as the "premises") more particularly described on attached Exhibit A (the "premises"), together with the non-exclusive right and easement to use the parking and common areas in common with the Landlord and other Tenants, and/or their invitees of said building. Tenant to also have the use of the patio for seating per municipal code.

### II. TERM OF LEASE



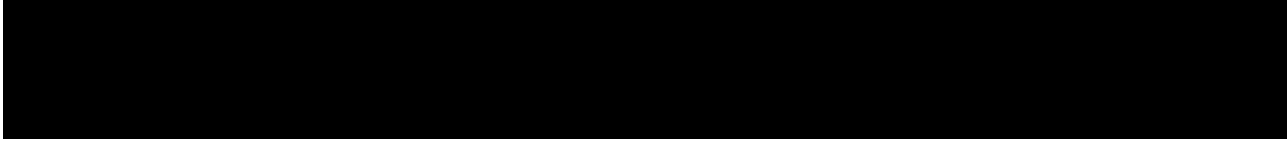
### III. RENT

Tenant hereby rents the premises for the said term and agrees to pay as rent therefore according to the following schedule:



A handwritten signature in blue ink, located in the bottom right corner of the page.

**IV.  
DEPOSIT**



**V.  
UTILITIES**

Tenant will pay all charges made against the premises for gas, heat, electricity, and any other utility, including telephone, used on the premises during the continuance of this Lease, as the same shall become due. If utilities are not separately metered, Tenant shall pay a pro-rata share of the commonly metered utility based upon its relative usage of the same.

**VI.  
MISCELLANEOUS EXPENSES**

Intentionally deleted.

**VII.  
IMPROVEMENTS**

Tenant shall not make any alterations, additions, and/or improvements to the premises, whether structural or non-structural in nature, without prior written consent of Landlord, which consent shall not be unreasonably withheld. All alterations, additions, and/or improvements made by either party hereto upon the premises and affixed to the premises, including partitions, but excepting display and trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises at the termination of this Lease. However, Tenant agrees that all signs, lighting and plumbing fixtures, floor covering and counters will not be considered "trade fixtures" and shall remain at the termination of the Lease. In no event shall the Tenant allow or permit a lien to be placed on the premises as a result of material supplied and/or labor performed in the course of making any alterations, improvements, or additions.

Landlord shall keep the common areas of the Property in a neat, clean and operative condition. Trash receptacles will be emptied before they overflow.

**VIII.  
INDEMNITY AND INSURANCE**

Tenant shall indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the premises from the negligence of Tenant. Tenant will procure and keep in effect during the entire lease term commercial general liability insurance for

A handwritten signature in blue ink, located in the bottom right corner of the page.

the premises, with Landlord listed as an additional insured. Tenant shall further be responsible for obtaining his own personal property insurance at his own expense. Landlord agrees to maintain at all times during this Lease commercial general liability and property damage insurance sufficient to insure Landlord's liability and to repair or replace the premises in the event of damage.

**IX.  
WAIVER OF SUBROGATION**

Each party, for itself and on behalf of its insurance carrier, waives any right or cause of action for any loss of or damage to any of its property (whether or not such loss or damage is due to the fault or negligence of the other party or anyone for whom that other party may be responsible), which loss or damage is covered by fire and extended coverage insurance or similar policies covering real property or personal property, to the extent that the loss or damage is recovered under the insurance policies.

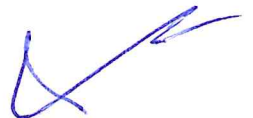
**X.  
USE AND OCCUPANCY**

The premises shall be used and occupied by Tenant as a specialty restaurant and related activities only and for no other purposes without the prior written consent of Landlord, nor shall Tenant conduct his business in a manner which will cause an increase in fire and extended coverage insurance premiums for the premises or building in which the premises are located, nor shall Tenant do any act or thing which in Landlord's opinion, may disturb other tenants or occupants of the building in which premises are located, or in neighboring buildings. The Tenant will not use the premises in such a way as to violate any law or regulation of the federal, state or local government. If any order is made or notice served by an officer or government requiring compliance with any such law or regulation, and such order or notice is not obeyed or contested by timely and appropriate proceedings, a default under the provisions of this paragraph will give Landlord the right forthwith to terminate this Lease and repossess the premises.

**XI.  
FIRE**

If the premises are damaged or destroyed in whole or part by fire or other casualty during the Lease term, Landlord will repair and restore the same to tenantable condition with reasonable dispatch. Until such repair and restoration are completed, the rent shall abate entirely if the premises are entirely untenable. If the premises cannot be restored to tenantable condition within a period of one hundred twenty (120) days, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other and any rent paid for any period in advance of the date of such damage shall be refunded to Tenant.

If in the Landlord's opinion the building in which the premises are located is destroyed to the extent of more than one-half (1/2) of the value prior to the destruction, Landlord shall have



the right to terminate this Lease upon written notice to Tenant in which event any rent paid in advance of the date of destruction shall be refunded to Tenant.

**XII.  
EMINENT DOMAIN**

If the whole or any part of said premises is taken for a public purpose under the power of eminent domain, the obligation of Tenant to pay rent will cease as of the date that possession is required pursuant to such taking. If only part of said premises is taken, Tenant will have the right to continue in possession as to the part not taken, except that the rent will be reduced according to the diminished value of the leasehold, and any rent paid in advance will be refunded to the extent that it exceeds the reduced rent for the remainder of the Lease term. Any award on account of such taking will belong solely to Landlord whether based upon the diminished value of the fee or of the leasehold.

**XIII.  
CONDITION OF PREMISES AT TIME OF LEASE**

Tenant acknowledges that, except as herein expressly set forth, no promises have been made to him by Landlord to repair or replace any part of said premises. Tenant accepts said premises in the condition at the date possession is taken, subject to the premises being in a good, sanitary and workmanlike manner. See section VII of Lease.

**XIV.  
REPAIRS BY LANDLORD**

Landlord shall, at Landlord's expense and after a reasonable time to obtain materials and workmen, make all necessary repairs, including but not limited to the mechanical devices and exterior items such as the roof, demising, walls, , , foundations, and the like, to the building in which the premises are located. However, Tenant shall make all repairs arising from his own acts, negligence or default. Tenant agrees to be responsible for all maintenance of the interior, maintaining said premises in the same condition as they were at the inception of the Lease, reasonable wear and tear accepted. In the event Landlord fails to undertake any repair required by Landlord within ten days after written notice from Tenant, Tenant may make the repair and deduct the cost thereof from the rent payable hereunder.

**XV.  
REPAIRS BY TENANT**

Except for such repairs as are the obligation of Landlord under paragraph VII. XI. and XIV. above, Tenant at his own expense will keep every part of said premises at all times in as good condition and repair as when possession is taken and upon termination of this Lease by lapse of time or otherwise, will yield up said premises in as good condition and repair as when

Landlord's Work is completed, ordinary use and wear excepted. Tenant is responsible for nonstructural repairs and maintenance to premises.

**XVI.  
RIGHT TO ENCUMBER THE PREMISES**

Landlord may subordinate this Lease to the lien of any mortgage now or hereafter place by Landlord on the premises or pledge the same as collateral for any loan, and is hereby authorized to execute in the name and on behalf of Tenant, as his attorney in fact, any instrument required by any mortgage to evident such subordination.

**XVII.  
ACCESS TO PREMISES**

Landlord will have the right to enter said premises at any time, upon 24 hours notice to Tenant, for the purpose of inspecting its condition. Tenant will not change the locks on said premises without the Landlord's prior written consent. If Tenant elects to change the lock after getting Landlord's permission, Tenant will supply Landlord with new lock keyed to Landlord's Master Key upon request. Landlord to present Tenant with two (2) sets of keys within a day of signing Lease.

Landlord will have the right for the last three months of the lease term to display in and about said premises the usual type of sign indicating that said premises are for rent, and to show said premises during business hours to prospective tenants.

**XVIII.  
HOLDING OVER**

The term hereby demised will terminate at the date above specified without notice, and if Tenant or any person claiming under him remains in possession after the end of said term, his tenancy will be from month-to-month only, absent a different agreement in writing duly executed by Landlord and Tenant at 150% of rent.

**XIX.  
ABANDONMENT**

If Tenant abandons said premises before the end of said term, landlord may repossess said premises and offer them for rent for the account of Tenant, and notwithstanding such repossession and rerenting, Tenant's liability for the rent reserved in this Lease will continue to the end of said term, subject only to offset of any rents that Landlord is able to derive from said premises during the balance of said term and to termination on the date that Landlord effects a sale of said premises. In renting said premises for the account of Tenant, Landlord may accept any reasonable offer to lease all or any part of said premises for any length of time, and if the

termination of any such tenancy does not coincide with the end of the term hereby demised, the rent to be credited to Tenant's account will be prorated to the end of the term hereby demised. Any commissions payable or other expenses incurred by Landlord in connection with such renting for the account of Tenant will be deducted from the rent to be credited to Tenant's account.

**XX.  
DETERMINATION OF DEFAULT**

If any payment of rent is not made within ten (10) days after due, a late charge in the amount of five percent (5%) of such amount shall be forthwith payable by Tenant.

If Tenant defaults in the payment of any rent or any other sum which this Lease requires him to pay, or in the performance or observance of any other obligation created by this Lease, and if such default is not cured within seven (7) days following notice of default from Landlord, Landlord may repossess said premises and put out Tenant and all persons claiming under him. Tenant shall also have the right to terminate this lease in the event such default is not cured in a timely manner. If this lease is so terminated and said premises repossessed, Tenant will be liable to Landlord for loss of rent due to his breach of this lease, plus any other sums recoverable by law for damage to said premises or for restoration to tenantable conditions, and the expense of putting out Tenant and his personal property. Landlord shall have use reasonable efforts to relet the premises.

**XXI.  
BANKRUPTCY AND INSOLVENCY**

If Tenant seeks relief under any law for the relief of debtors, or is adjudicated bankrupt, or if a receiver is appointed for his interest under this Lease or any substantial part of his assets, Landlord will have the right forthwith immediately to terminate this Lease and repossess said premises.

**XXII.  
NON-LIABILITY OF LANDLORD**

Landlord shall not be responsible or liable to Tenant for any loss or damage that may result from the acts or omissions of other tenants or occupants of the building in which the premises is located and no such occurrence shall be deemed an actual or constructive eviction from the premises or result in the abatement of rent. In the event of any sale or transfer of the premises, Landlord (and any subsequent owner making such a transfer) shall be relieved from

any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen under Landlord's (or such subsequent owner's) period of ownership, provided the transferee assumes in writing all of the obligations of Landlord under this Lease and has the same or a comparable net worth as the Landlord at the time of the transfer.

**XXIII.  
WAIVER**

Waiver by Landlord of one or more breaches of any obligations created by this Lease shall not be construed as a waiver of any further breach of the same or any other obligations.

**XXIV.  
ASSIGNMENT**

Tenant will not assign or encumber his interest under this Lease or permit the same to be assigned or encumbered by operation of law, and Tenant will not sublet said premises or any part thereof without the written consent of Landlord. Default in the provisions of this paragraph will give Landlord the right forthwith to repossess said premises, but shall not relieve Tenant from his obligations hereunder, subject to any credit Tenant may be entitled to should Landlord re-rent said premises.

**XXV.  
DELAY OF POSSESSION**

If Tenant is unable to enter or occupy the premises at the inception of the Lease term the rent shall abate until the impediment to entry and occupancy is removed and the commencement date of the term shall be delayed, but Tenant shall not be entitled to void this Lease unless such impediment continues for more than thirty (30) days. Landlord shall not be liable to Tenant in damages from the delay as long as Landlord allows Tenant to use the available portions of the premises to store its equipment and inventory, without charge.

**XXVI.  
NOTICES**

Wherever in this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice is made in writing addressed to either party at the address shown in the initial paragraph of this Lease, or at any other subsequent address thereafter designated by written notice in the manner contained in this paragraph, and deposited in the mail with first-class postage prepaid.

**XXVII.  
BINDING EFFECT**

This agreement shall bind and inure to the benefit of Landlord and his Personal Representatives, heirs, devisees, successors and assigns, and as to Tenant it shall bind its

Personal Representatives, heirs, successors and assigns, but it shall inure to their benefit only as Landlord acquiesces in their continued possession of said premises.

**XXVIII.  
INTERPRETATION OF AGREEMENT**

In the event any part of this Agreement shall be held invalid, the remainder thereof shall remain in full force and effect. The entire Agreement between Landlord and Tenant is contained herein. No oral agreements have been entered into. Any and all changes, alterations, deletions, or additions to this Lease Agreement must be in writing and signed by Landlord and Tenant. This Agreement shall be construed according to the laws of the State of Michigan.

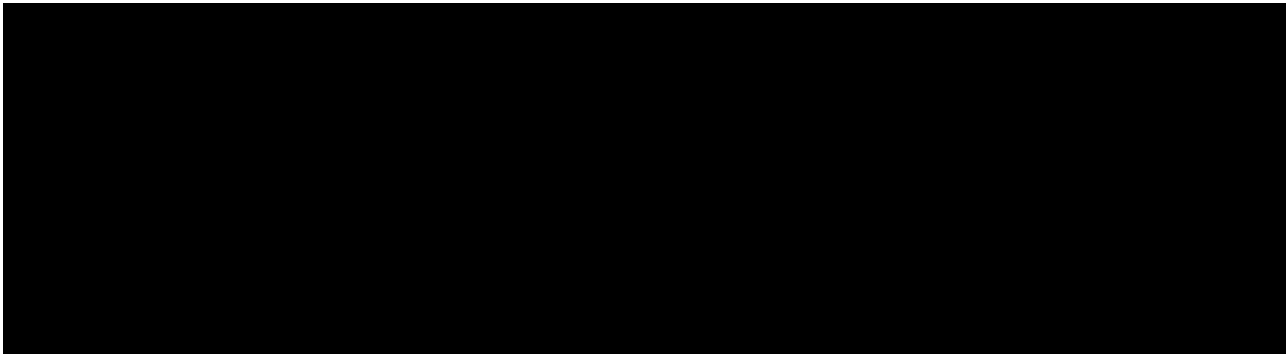
**XXIX.  
QUIET ENJOYMENT**

Landlord hereby covenants and agrees with Tenant, his successors and assigns that if the Tenant shall pay the rent above reserved in the manner aforesaid, and observe, keep and perform all covenants and agreements herein mentioned on his part to be kept and performed, he shall and may peaceably and quietly hold, have, occupy, possess and enjoy the said demised premises, with the appurtenances thereon, for and during the lease term. However, Landlord does not warrant to guarantee the acts of other tenants in the building, nor shall Landlords assume responsibility for said acts.

**XXX.  
PETS**

No pets shall be brought on the premises without the prior written consent of Landlord.

**XXXI.  
OPTION TO RENEW**



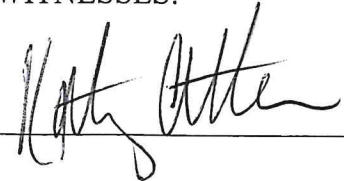
**XXXII.  
SIGNAGE AND PARKING**

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a flourish.

Unless otherwise permitted in writing by Landlord, Tenant shall place no identification or advertising signs or logos upon the land or Leased Premises other than upon the entrance to the Leased Premises or the pylon sign (if applicable) already provided in the parking area. Tenant shall provide to the Landlord, for the Landlord's approval and consent, drawings and specifications of the Tenant's signage prior to installation. Landlord shall not grant others exclusive parking rights in the parking lot serving the premises.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

WITNESSES:

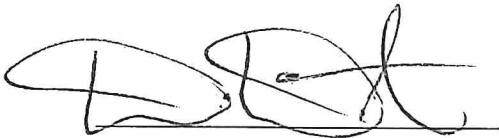
  
\_\_\_\_\_


LANDLORD: P & L COMPANY, LLC

  
\_\_\_\_\_

Louie Cares, Member

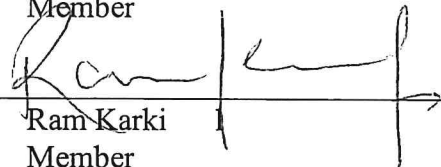
TENANT: INDIAN MASALA, LLC, a Michigan corporation

  
\_\_\_\_\_

By:   
\_\_\_\_\_


Ramesh Patel

Its: Member

By:   
\_\_\_\_\_

Ram Karki

Its: Member

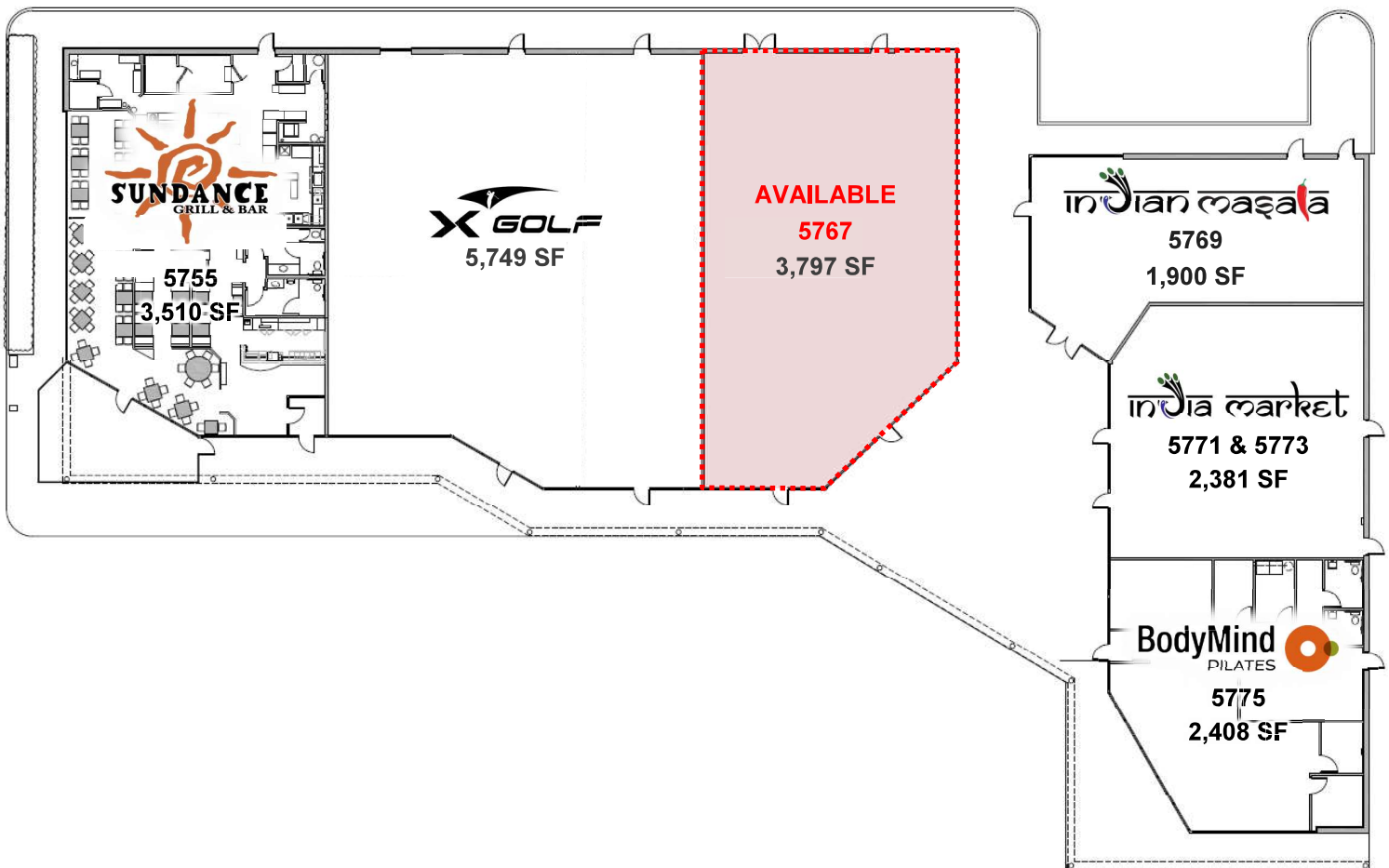
By:   
\_\_\_\_\_

Bhim Basel

Its: Member



Floor Plan



Dear Licensing Committee,

I am writing to express my strong desire to be granted a liquor license for my restaurant, Indian Masala, located at 5769 28th St SE, Grand Rapids, MI 49546. As the owner of Indian Masala, I believe that obtaining a liquor license will greatly enhance the dining experience we offer and contribute positively to the township.

At Indian Masala, we take immense pride in providing a contemporary and diverse dining experience that satisfies all aspects of fine cuisine. Our North Indian cuisine reflects the rich culinary traditions of India, both through traditional dishes and innovative creations that showcase the future of this classic cuisine. We believe that the combination of exceptional food quality, service, ambiance, and a thoughtfully curated wine selection will elevate our customers' dining experience to new heights.

The lack of a liquor license has had a significant impact on our dining experience, especially in the post-COVID-19 era. As restrictions eased and people began to venture out for dine-in experiences, we noticed an increasing number of customers expressing a desire for alcoholic beverages to accompany their meals. Unfortunately, without a liquor license, we were unable to fulfill these requests, leading to a diminished overall dining experience for our patrons. This limitation has also resulted in a shift towards more takeout and delivery orders, as customers seeking a complete dining experience with beverages included may opt for alternative options that can provide this convenience. Obtaining a liquor license will allow us to cater to the preferences of our customers, ensuring that they can enjoy a well-rounded dining experience at Indian Masala.

While the COVID-19 pandemic posed significant challenges for the restaurant industry, we persevered and continued to serve our loyal customers. However, as we emerge from these hardships, obtaining a liquor license has become essential for our restaurant's growth and success. It will allow us to expand our offerings and enhance the overall dining experience, providing our patrons with a wider selection of beverage options to complement their meals.

By obtaining a liquor license, Indian Masala will be able to offer a thoughtfully curated selection of wines and beverages that pair harmoniously with our North Indian cuisine. This will not only elevate the dining experience but also provide an opportunity for our customers to explore new flavor combinations and enhance their overall enjoyment of the meal. We are committed to responsible alcohol service and will ensure that all necessary measures are taken to promote a safe and enjoyable environment for our patrons.

Furthermore, the granting of this liquor license will contribute to the township in several ways. First and foremost, it will support the local economy by allowing us to expand our business and create more job opportunities within the community. We take great pride in our dedicated and passionate team, and by growing our operations, we can provide more employment opportunities for residents in the Grand Rapids, especially Cascade area.

In addition, as one of the best Indian restaurants in the region, Indian Masala has become a destination for locals and visitors alike. By offering a carefully selected range of wines and beverages, we will further enhance Grand Rapids' reputation as a culinary hotspot and attract food and wine enthusiasts from near and far. This, in turn, will contribute to the overall growth of the local hospitality industry and bolster the township's appeal as a vibrant and diverse dining destination.

In conclusion, I respectfully request the Licensing Committee to grant us the liquor license for Indian Masala. With our dedication to exceptional cuisine, outstanding service, and a commitment to promoting responsible alcohol service, we are confident that obtaining this license will enhance the dining experience we offer and bring additional value to the township. We are excited about the opportunity to continue serving our customers and contribute to the culinary landscape of Grand Rapids.

Thank you for considering our application. We look forward to the possibility of obtaining a liquor license and continuing our commitment to providing an exceptional dining experience to the community.

Sincerely,  
Mannu Basel



**Cascade Charter Township**  
**Application for Liquor License Support Resolution**

Cascade Township does not issue liquor licenses. This application is for a resolution of support from the Township, which may be required by the State of Michigan Liquor Control Commission before a liquor license is issued.

**APPLICANT INFORMATION**

Name: Kristin Carlson DOB: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Mobile: [REDACTED] Email: customerservice@bridalelegancegr.com

**BUSINESS INFORMATION**

Name of Business: Bridal Elegance

Street Address: 6865 Cascade Rd. SE

City: Grand Rapids State: MI Zip: 49546

Business Partners (all individuals with greater than 5% interest in the business):

Name	Address	DOB
<u>Sheryl Livingston</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>David Livingston</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Kristin Carlson</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

**LICENSE INFORMATION:**

Please list the Michigan Liquor License Commission license that is being applied for. If you are applying for transfer of an escrowed license, please list the license number and current owner.

Class-C

Business Description: Bridal Elegance is a locally owned  
bridal store since 1993. We serve brides, bridesmaids,  
mothers, and their entire bridal party. We love to  
elevate their bridal shopping experience to make  
it an unforgettable time in one of their most significant  
life events.

Have you or any of the business partners been convicted of a felony in any court?

Yes  No If yes, explain: \_\_\_\_\_

Have you or any of the business partners been convicted on any state or federal law concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance?  Yes  No If yes, explain: \_\_\_\_\_

Have you ever had a liquor license revoked for cause, or been convicted of a liquor license violation by the Michigan Liquor Control Commission?  Yes  No

If yes, explain: \_\_\_\_\_

Is the sale or manufacturing of beer, wine or liquor an accessory use to other permitted uses upon the site?  Yes  No

If yes, explain: \_\_\_\_\_

Please attach to this application a building and site plan showing the entire structure and premises and, in particular, the specific area where the license is to be utilized. Where applicable, the plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, screening and noise control measures.

***Please initial the following statements:***

*KC* I (the applicant) have never been convicted of a felony and am not disqualified to receive a license by any matter contained in the Cascade Charter Township Liquor Licenses Ordinance or the laws of the State of Michigan.

*KC* I (the applicant) have read and understood the Cascade Charter Township Liquor License ordinance and will not violate any of the laws of the State of Michigan or of the United States or any ordinances of Cascade Charter Township in the conduct of business related to the license being applied for.

By executing this application, I authorize Cascade Charter Township and its agents to conduct a full background investigation including, but not limited to, my criminal, financial, personal and business history.

Signature:

*Kristin Carlson*

Date:

*6-27-23*

***For Official Use Only***

**Fire Department Approval**                      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Building Department Approval**                      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Clerk Department Approval**                      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Treasurer Department Approval**                      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

**Zoning Department Approval**                      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

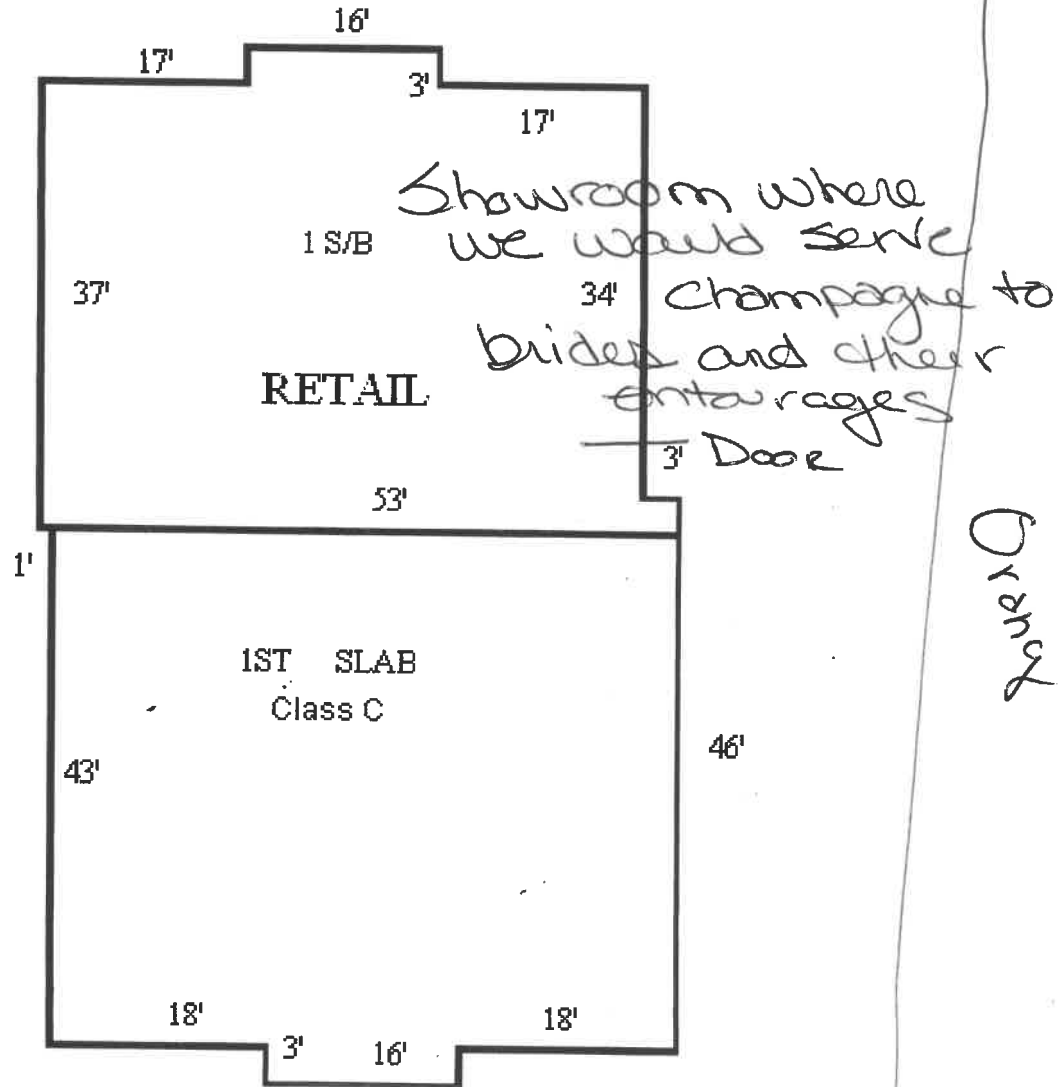
**Township Board Approval**                      *Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Notes:* \_\_\_\_\_

*Resolution Number* \_\_\_\_\_

**Image/Sketch for Parcel: 41-19-16-202-001**

Cascade Rd



Parking



Grand Rapids, Michigan  
Google Street View  
May 2023 See more dates

Google

Image capture: May 2023 © 2023 Google



6865 Cascade Rd SE

All

Latest

Street View & 360°

Grand Rapids, Michigan  
Google Street View  
May 2023 See more dates



Google

Image capture: May 2023 © 2023 Google

Spirits 

Less Mess  
Cleaning  
Unity Spiritz

Grand Rapids, Michigan

Google Street View

May 2023

See more dates



Google

Image capture: May 2023 © 2023 Google



6865 Cascade Rd SE

All

Latest

Street View & 360°

Book An Appointment (appointments)



()

*As the nation's oldest and largest bridal salons, Becker's Bridal has served over 100,000 brides with over 100 years of combined service. We have over 2,000 bridal gowns in stock ranging in sizes 2-32 from over 30 designers. Our newly renovated and expanded salon is still Home of the Magic Room but now also showcases the world's first bridal celebratory lounge and bar*

*"The Phoenix at Becker's Bridal".*

## Book An Appointment (appointments)

Website uses cookies to give you

personalized shopping and marketing

experiences. By using our site, you

agree to our use of cookies. [Learn More](#)

[here](#) ([privacy](#)).

*\$150 Booking Fee: 90-Minute Bridal appointment with a Becker's Bridal stylist, 60-minute guaranteed table reservation in The Phoenix Bridal Celebratory Lounge with 1 bottle of Top Shelf Bubbly, 1 Dessert Board, and \$25 off a purchase of a bridal gown. Max group size: Bride + five adults.*

# drinks



## BUBBLY

served by the bottle

<i>Michigan Julian</i>	\$30
<i>Mimosa</i> <i>by the glass: \$8</i>	\$35
<i>Saint Hilaire</i> <i>"Love of Thomas Jefferson" acquired 450 years ago</i>	\$35
<i>(Rosé) Gruet Sauvage</i>	\$50
<i>Roland Champion (farm to table)</i>	\$80

## VINO

served by the glass (187 mL)

<i>Rosé</i>	\$7. <sup>50</sup>
<i>Cab Sauvignon</i>	\$7. <sup>50</sup>
<i>Chardonnay</i>	\$7. <sup>50</sup>

## COCKTAILS

<i>"Yes" Shots</i> <i>Tito's, blood orange &amp; lavender syrup</i>	\$5
<i>Marry Me Margarita (classic)</i>	\$10
<i>Love Potion No. 9</i> <i>kentucky bourbon, traverse city cherries &amp; sweet and sour mix</i>	\$10
<i>"Mom Says 'Yes'"</i> <i>Tito's, blood orange &amp; lavender syrup</i>	\$10
<i>Something Blue</i> <i>Lake Superior Blueberry sparkler, lavender syrup &amp; garnish</i>	\$10
<i>Magic Mule</i>	\$10
<i>Bloody Marry</i>	\$10
<i>Pretty in Pink</i> <i>blackberry gin with cranberry &amp; juniper berry</i>	\$10

## BEER

<i>Two Hearted</i>	\$4. <sup>50</sup>
<i>Light Hearted</i>	\$4. <sup>50</sup>
<i>Michelob Ultra</i>	\$4. <sup>50</sup>
<i>Budweiser</i>	\$4. <sup>50</sup>

## HARD CIDER

<i>Semi-Sweet Classic</i>	\$5
<i>Blooming Cider</i> <i>blush blackberry</i>	\$5
<i>Sweater Weather (winter seasonal)</i> <i>black tea with chai</i>	\$5

## OTHER

<i>LaCroix</i>	\$2
<i>Lemonade</i>	\$2
<i>Tea</i>	\$5

Pop the bubbly, Beautiful! You're about to...

# FIND YOUR PERFECT WEDDING DRESS

*and have the time of your life doing it!*

*CELEBRATE FINDING YOUR DRESS WITH A CHAMPAGNE TOAST, WINE OR  
COCKTAILS IN OUR LOBBY LOUNGE.*

**Try on dresses!**

*The Wedding Shoppe*

CONTACT US (CONTACT)  
*Book An Appointment (appointments)*

| TERMS & CONDITIONS (TERMS)

≡ |  **BECKER'S BRIDAL** (SEARCH)  
|  ACCESSIBILITY STATEMENT (ACCESSIBILITY)  (WISHLIST)

© 2023 BECKER'S BRIDAL - MICHIGAN'S PREMIER

BRIDAL SHOP

## **Bridal Appointment**

*Monday-Thursday  
Complimentary*

- 2-3 guests
- 1.5 Hour Appointment
- Private Bridal Suite
- Now offering champagne, wine and cocktails for purchase in our Lobby Lounge.
- Video Conferencing
- Save \$200 at your first visit\*

**BOOK NOW**

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## **Bridal Appointment**

*Friday-Sunday  
\$50 (applied to wedding dress)*

*TheWeddingShoppes.net /bridal appointments*

Your Sparkling Bridal experience is a 90 minute appointment with your own personal Bridal Stylist. Enjoy an intimate gown shopping experience in our custom private Rosé suite. You and up to 4 guests can enjoy shopping while sipping champagne, your choice of Prosecco or Rosé. This appointment does require a non-refundable \$50 fee to be placed upon booking.

### Select Date and Time

June 2023

No appointment available on this day

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Kristin Carlson  
Owner/Manager  
Bridal Elegance  
6865 Cascade Road SE  
Grand Rapids, MI 49546  
6.27.2023

Township Licensing Committee  
5920 Tahoe Dr SE  
Grand Rapids, MI 49546

Subject: Application for Liquor License for Bridal Elegance

Dear Members of the Township Licensing Committee,

I am writing to submit an application for a liquor license on behalf of Bridal Elegance, a well-established bridal boutique located at 6865 Cascade Road SE. As the owners of our building and proud supporters of our township since 1993, we firmly believe that granting us a liquor license would not only benefit our business but also contribute positively to the community we have been a part of for so many years.

Bridal Elegance has been an integral part of the township, offering exceptional wedding gown services to countless brides and their families. Over the years, we have witnessed an emerging trend in the bridal industry, where brides and their groups seek a celebratory experience during their appointments. We constantly receive inquiries from brides asking if they can have or bring champagne to their appointments. Unfortunately, we have had to disappoint them by declining their requests due to the lack of a liquor license.

To demonstrate the viability and importance of this trend, I have included advertising materials from our competitors, such as Becker's Bridal, who recently opened "Phoenix at Becker's Bridal" serving food and drinks to their customers. I have also included verbiage from The Wedding Dress located in the Detroit area and Bridal Chateau in New York, both of which serve alcohol to their brides. These examples highlight the increasing demand for an elevated bridal shopping experience that includes the option of enjoying beverages.

By obtaining a liquor license, Bridal Elegance aims to meet the evolving expectations of our discerning clientele and remain at the forefront of this emerging trend in the bridal industry. We envision primarily serving alcohol during our upgraded appointments, where brides expect a celebratory atmosphere with champagne or fun mixed drinks. This offering would set us apart from our local Grand Rapids stores and provide us with a competitive edge. However, we also believe in extending this opportunity to all our customers, allowing them to celebrate once they find their dream dress and enhancing their overall experience at Bridal Elegance.

As long-time business owners in Cascade and proud residents of the community ourselves, we hope that you will support us in embracing this new trend in the bridal industry. Granting us a liquor license would not only enable us to better serve our customers but also ensure that Bridal Elegance remains a thriving and innovative establishment in our township.

Thank you for considering our application. We are confident that a liquor license for Bridal Elegance would be a valuable addition to our services and contribute positively to the local economy. We remain available for any additional information or clarification you may require.

Sincerely,



Kristin Carlson  
Owner/Manager  
Bridal Elegance