

**AGENDA**  
**CASCADE CHARTER TOWNSHIP PLANNING COMMISSION**  
**MONDAY, May 19, 2025**  
**6:00PM**  
**2870 JACKSMITH AVE SE**

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

Webinar ID: 860 8654 9700

<https://us02web.zoom.us/j/86086549700>

- ARTICLE 1.        **Call the meeting to order. Record the attendance.**
- ARTICLE 2.        **Pledge of Allegiance to the Flag**
- ARTICLE 3.        **Approve the current Agenda**
- ARTICLE 4.        **Disclose any Conflict of Interest**
- ARTICLE 5.        **Approve the Minutes of the April 21, 2025, Meeting**
- ARTICLE 6.        **Acknowledge visitors and those wishing to speak.**  
**(Comments are limited to five minutes per speaker)**
- ARTICLE 7.        **Cascade Charter Township Stormwater Ordinance Review & Education**
- ARTICLE 8.        **Case #25-3887 – WITHDRAWN**  
**Applicant: Engelsma Homes**  
**Property Address: 7320 Whispering Ridge Dr. SE**  
**Parcel Number: 41-19-22-126-030**  
**Requested Action: Request for a Type I Special Use Permit to build an accessory building over 832 sf.**
- ARTICLE 9.        **Case #25-3885**  
**Applicant: Old National Bank**  
**Property Address: 2851 Charlevoix Dr. SE**  
**Parcel Number: 41-19-17-102-007**  
**Requested Action: Request for Site Plan approval for a new bank at 2851 Charlevoix Dr SE.**
- ARTICLE 10.       **Case #25-3883 – Public Hearing**  
**Applicant: Tony Bonnema, W.M. Brick & Stone, LLC**  
**Property Address: 6103 60th St. SE**  
**Parcel Number: 41-19-32-400-018**  
**Requested Action: Request for a Conditional Rezoning from AC – Airport Commercial and ARC – Agriculture Rural Conservation to I – Industrial.**
- ARTICLE 11.       **Case #23-3780**  
**Applicant: Cascade Charter Township**  
**Requested Action: Set Public Hearing for Airport Overlays.**
- ARTICLE 12.       **Acknowledge visitors and those wishing to speak.**  
**(Comments are limited to five minutes per speaker)**
- ARTICLE 13.       **Other Business**
- ARTICLE 14.       **Adjourn**

**CASCADE CHARTER TOWNSHIP**

**PLANNING COMMISSION**

**MONDAY, May 19, 2025**

**6:00 PM**

**ARTICLE 5.**

**Approve the Minutes of the April 21, 2025 Meeting**

**MINUTES**  
**CASCADE CHARTER TOWNSHIP PLANNING COMMISSION**  
**MONDAY, April 21, 2025**  
**6:00 pm**  
**2870 Jacksmith Ave SE**

**ARTICLE 1.** Chair Rowland called the meeting to order at 6:00 pm.

Members Present: Korstange, Kraemer, Rowland, Cribbs, Madiol  
Members Absent: None

Others Present: Community Planning and Development Director (Director) Andrea Hendrick, Legal Counsel (LC) Laura Genovich of Foster Swift, Planning Administrative Assistant Nick Govan and others listed on the sign-in sheet.

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

**ARTICLE 3. Approve the current Agenda**

**Motion was made by Treasurer Korstange to approve the current agenda. Supported by Member Cribbs. Motion carried 5 to 0.**

**ARTICLE 4. Disclose any Conflict of Interest**

There were no conflicts of interest disclosed.

**ARTICLE 5. Approve the Minutes of the April 7, 2025 Meeting.**

**Motion was made by Treasurer Korstange to approve the minutes of the April 7, 2025 meeting as written. Supported by Vice Chair Kraemer. Motion carried 5 to 0.**

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

Patrick Sweeney, representing the applicant for Case 25-3883 WM Brick and Stone, presented information about the conditional rezoning request for 6301 60th Street. He explained that the property currently has two different zoning classifications (AC - Airport Commercial and ARC - Agricultural Rural Conservation) which don't allow for productive use of the parcel. The applicant operates W.M. Brick & Stone northeast of the airport and wishes to expand operations to this location.

Mr. Sweeney stated the business primarily involves buying materials from suppliers, having them delivered to the location, and selling them mainly to landscaping contractors. He noted that most materials would be stored outside, with a small office building and warehousing area planned. The business does not manufacture anything and is essentially a wholesaler and retailer for landscaping materials.

Mr. Sweeney explained that due to the nature of the business, it could potentially fit into zoning classifications including industrial, industrial transition, or general business. He acknowledged staff concerns about industrial zone creep but argued this specific property, with its unusual topography including ravines and its location adjacent to county land, airport and M-6, made it suitable for the proposed use.

Mr. Sweeney noted the property lacks access to water and sewer, so wells and septic systems would be required. He indicated truck traffic would be minimal, with only a few deliveries per day, and the applicant would not develop the easternmost portion of the property, which is largely unusable due to ravines. He stated that this also creates a natural buffer between the property and ARC district to the east.

**ARTICLE 7.**

**Case #25-3883**

**Applicant:** Tony Bonnema, W.M. Brick & Stone, LL

**Property Address:** 6103 60th Street SE

**Parcel Number:** 41-19-32-400-018

**Requested Action:** Set Public Hearing for a request for a Conditional Rezoning from AC – Airport Commercial and ARC – Agriculture Rural Conservation to I – Industrial.

Community Planning & Zoning Director Hendrick provided context about the application process for conditional rezoning, noting that to her knowledge, the township has not previously processed a conditional rezoning application. She explained that under the Michigan Zoning Enabling Act, conditional rezoning allows an applicant to request rezoning with self-imposed conditions. Unlike a planned unit development, the township must either accept or reject the proposed conditions without negotiation or modification.

Director Hendrick explained that if the Planning Commission sets a public hearing, staff would work with legal counsel and the applicant to create a binding legal agreement between the township and property owner. She noted the importance of considering the range of proposed conditions carefully.

Legal Counsel Genovich clarified that unlike standard rezoning, which is unconditional, the conditional rezoning process requires the applicant to submit conditions upfront. The Planning Commission and Board cannot add to these conditions. After the conditional rezoning is approved, any special land use application would be heard separately.

Member Madiol commended staff for their thorough preparation of materials.

Member Cribbs inquired about potential objections to the request, noting the property's location and the applicant's willingness to install septic and water systems.

Legal Counsel Genovich explained that tonight's action is procedural - scheduling a public hearing so neighbors can be notified and provide input. The substantive decision would come after the public hearing.

Vice Chair Kraemer asked whether the applicant would be able to amend their proposal at the public hearing based on feedback received. Legal Counsel Genovich clarified that while the applicant could address concerns and respond to feedback at the hearing, any substantive changes to the proposal would require restarting the process with new notifications.

Director Hendrick encouraged the applicant to proactively engage with neighbors ahead of the public hearing.

Commissioners shared preliminary considerations regarding the proposal. Chair Rowland expressed concerns about water and sewer infrastructure and potential precedent-setting implications for future applications. Vice Chair Kraemer noted potential challenges with regards to consistency with the future land use map, while acknowledging support for productive property use. Treasurer Korstange referenced the significant time invested in the recently completed master plan as a consideration. Member Madiol similarly noted concerns about deviating from the newly adopted master plan.

**Motion was made by Treasurer Korstange to set the public hearing date for case number 25-3883, the conditional rezoning of 6301 60th Street Southeast from AC Airport Commercial and ARC Agricultural Rural Conservation to Industrial on May 19, 2025. Supported by Member Kraemer. Motion carried 5 to 0.**

**ARTICLE 8. Acknowledge visitors and those wishing to speak.**  
There was no one wishing to speak.

**ARTICLE 9. Other Business**  
There was no other business.

**ARTICLE 10. Adjourn**  
**Motion was made by Treasure Korstange to adjourn. Supported by Member Cribbs, Motion carried 5 to 0. The meeting adjourned at 6:19 pm.**

Respectfully submitted,

Andrea Hendrick, Community Planning and Development Director, Recording Secretary

DRAFT

**CASCADE CHARTER TOWNSHIP**

**PLANNING COMMISSION**

**MONDAY, May 19, 2025  
6:00 PM**

**ARTICLE 7.**

**Cascade Charter Township**

**Stormwater Ordinance Review**

**CASCADE CHARTER TOWNSHIP**

**PLANNING COMMISSION**

**MONDAY, May 19, 2025  
6:00 PM**

**ARTICLE 8.**

**Case #25-3887 – WITHDRAWN**

**Applicant:** Engelsma Homes

**Property Address:** 7320 Whispering Ridge Dr. SE

**Parcel Number:** 41-19-22-126-030

**Requested Action:** Request for a Type I Special Use Permit

to build an accessory building over 832 sf.

**CASCADE CHARTER TOWNSHIP**

**PLANNING COMMISSION**

**MONDAY, May 19, 2025  
6:00 PM**

**ARTICLE 9.**

**Case #25-3885 – Public Hearing**

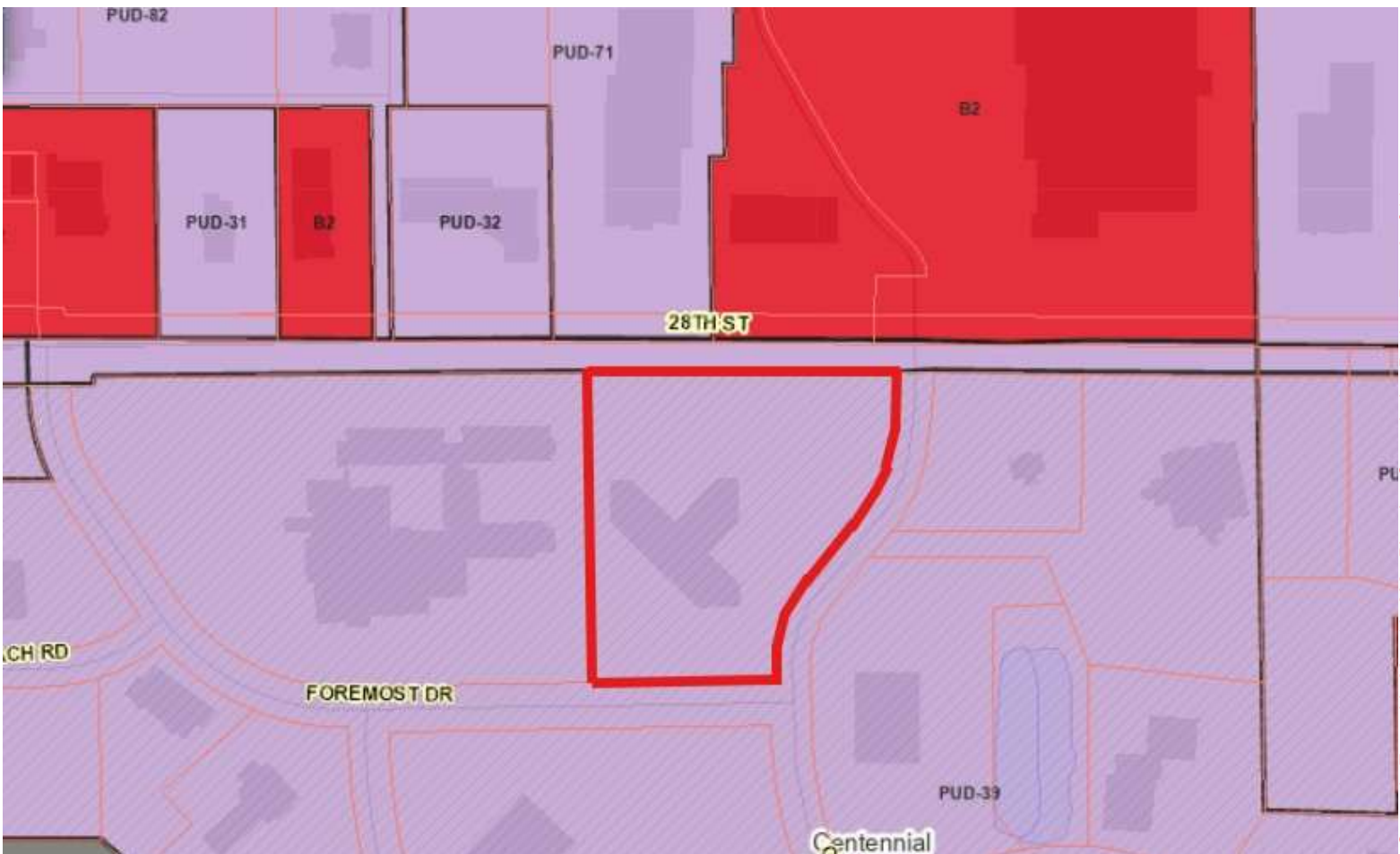
**Applicant:** Old National Bank

**Property Address:** 2851 Charlevoix Dr. SE

**Parcel Number:** 41-19-17-102-007

**Requested Action:** Request for Site Plan approval for a new  
bank at 2851 Charlevoix Dr. SE.

# PARCEL & ZONING MAP





# CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

## PLANNING COMMISSION STAFF REPORT

STAFF REPORT: Case # 25-3885  
REPORT DATE: May 14, 2025  
PREPARED FOR: Cascade Charter Township Planning Commission  
MEETING DATE: May 19, 2025  
PREPARED BY: Andrea Hendrick, Community Planning & Development Director

APPLICANT Dawn Kangas, Old National Bank

ADDRESS: 2851 Charlevoix Drive SE

PARCEL NUMBERS: 41-19-17-102-007

REQUESTED ACTION: Site Plan Review for a 3,470 sf bank.

REQUIREMENTS: Ordinance #7 of 2010 Centennial Park Overlay Zone District  
Chapter 19 – Access, Parking & Loading  
Chapter 20 – Landscaping & Greenbelt Provisions  
Chapter 21 – Site Plan Review

EXISTING ZONING: PUD 39 – Centennial Park

GENERAL LOCATION: The subject parcel is located on the southwest corner of 28<sup>th</sup> Street and Charlevoix.

PARCEL SIZE: Current parcel: approximately 6.1 acres,  
Proposed new parcel: 1.15 acres

EXISTING LAND USE: Parking Lot

ADJACENT PROPERTIES: N: PUD-71 & B-2 – Strip malls & a car dealership  
W: PUD-39 – Centennial Park – Hotel  
S: PUD-39 – Centennial Park – Office buildings  
E: PUD-39 – Centennial Park – Office buildings

**HISTORY**

The subject parcel is part of the Centennial Park Planned Unit Development, which is one of the Township’s oldest PUDs. The proposed development will reuse a portion of the underutilized parking lot associated with the three-story office building on the southwest side of the site, built in approximately 1986. A land division application has been submitted and meets all the dimensional requirements of the Zoning Ordinance.

**CENTENNIAL PARK OVERLAY DISTRICT**

*SECTION IV: PERMITTED USES*

District and Branch Banks are permitted uses in the Centennial Park Overlay

*SECTION VI: DESIGN STANDARDS*

<i>The Centennial Park Review Board &amp; Planning Commission Review development plans within the Centennial Park Overlay District for compliance with the following Design Standards:</i>	
<i>Standard: (Only relevant sections included.)</i>	<i>Staff Findings:</i>
<p>1. Building Height:</p> <ul style="list-style-type: none"> <li>a. Maximum building height: 48 feet</li> <li>d. Mechanical equipment may not exceed 15 feet in height</li> </ul>	<ul style="list-style-type: none"> <li>a. The proposed building is a single-story bank with a maximum height of 20 feet. This standard is met.</li> <li>d. Mechanical equipment is roof mounted and meets the standards of this section.</li> </ul>
<p>2. Area Regulations:</p> <ul style="list-style-type: none"> <li>a. Minimum Lot Size: 50,000 sf</li> <li>b. Building and structures shall be setback from every street right-of-way or easement a minimum of forty (40) feet. The setback shall be landscaped and maintained at all times as open space.</li> </ul>	<ul style="list-style-type: none"> <li>a. The proposed land division is compliant.</li> <li>b. The existing site is not complaint with the forty (40) foot landscaping requirement. It contains 14 spaces located within the required north setback. The applicant has opted to maintain the spaces. Additionally, the applicant is proposing to remove the existing parking spaces on the east side of the site adjacent to Charlevoix, but the drive aisle encroaches into the required (40) foot setback.</li> </ul> <p>The proposed site plan does not meet the requirements of this section.</p>
<p>3. Screening:</p> <ul style="list-style-type: none"> <li>a. All on-site equipment such as dumpsters, mechanical/electrical equipment and utilities shall be fully screened from view utilizing walled enclosures incorporating building materials matching the principal building on site. Operating doors to enclosures shall be heavy duty commercial construction providing no visual access into the enclosure and shall be faced with a material compatible with the equipment enclosure.</li> </ul>	<ul style="list-style-type: none"> <li>a. The materials indicated for the dumpster enclosure meet the requirements of this section. The electrical box on the landscaping island is screened with plant material.</li> </ul> <p>Roof mounted HVAC equipment shall be fully screened from view utilizing walled enclosures. The proposed parapets around the building are not sufficient to fully screen the equipment.</p>

<p>4. Vehicular Circulation:</p> <ul style="list-style-type: none"> <li>a. Ingress –Clear direction to the front door of the building and shall not have an access of pavement.</li> <li>c. Internal Circulation</li> <li>d. Connection to adjacent parcel</li> <li>e. Loading – location in the rear or side and unobtrusive as reasonably possible and screened from main entrance.</li> </ul>	<p>c. Reuse of underutilized parking areas is encouraged, and the site is generally designed to facilitate connectivity with adjacent properties and orderly site circulation. However, staff find that use of the existing pavement footprint on the east side of the property abutting Charlevoix instead of meeting the required setback and greenspace requirement creates excessively wide paved areas in this section of the site, which is prohibited by this section.</p>
<p>5. Pedestrian Walkways:</p> <ul style="list-style-type: none"> <li>a. Minimum Dimension - width <ul style="list-style-type: none"> <li>i. Perimeter walkway – 7 feet</li> <li>ii. Connecting to buildings – 5 feet</li> <li>iii. Service access – 3 feet</li> </ul> </li> <li>b. Material – Walkways should be constructed of concrete. Other similar materials may be used if approved by the Planning Commission.</li> <li>c. Connection to adjacent properties - Shall be provided and must be coordinated with the adjacent property owners in order to ensure that the location of the walks serve both properties. In addition, consideration should be provided for the walks to serve pedestrians in Centennial Park, including the residential uses, as indicated in the Centennial Pak Land Use and Design Master Plan, thereby further facilitating pedestrian movement by providing a shorter and perhaps more interesting route than having the walks located along the road.</li> <li>d. Connections to Street Right-Of-Way – Each parcel shall provide a pedestrian connection to the public walks in the road right-of way.</li> </ul>	<p>The applicant has provided a five (5) foot paved pedestrian connection to 28<sup>th</sup> Street with a striped pedestrian path crossing the parking and drive area on the north side of the site. The site also has raised walkways adjacent to the building.</p>
<p>6. Parking</p> <ul style="list-style-type: none"> <li>a. Off-Street Parking – Setbacks Right-of-way: 40 feet Side &amp; Rear: 25 feet</li> </ul>	<p>Nonconforming off-street parking within the setbacks currently exists in the north portion of the parcel facing 28<sup>th</sup> Street. This was previously addressed in Subsection 2 above. The Planning Commission shall determine if the site shall comply with the current standards for redevelopment.</p>

<p>7. Dumpster Enclosure</p>	<p>The applicant has not met the requirements for dumpster enclosures as stated in Section VI.7.c. of the Centennial Park Overlay. The Ordinance does not provide the Planning Commission with an option to wave this requirement. Staff recommends that the Planning Commission condition that this standard is met.</p> <p>The applicant has options modifying the dumpster:</p> <ul style="list-style-type: none"> <li>• Seeking a variance from the ZBA</li> <li>• Administrative approval if this requirement is excluded from the Zoning Ordinance when it is amended later this year. The draft ordinance will be presented to the Planning Commission in June 2025.</li> </ul>
<p>8. Lighting</p>	<p>The applicant has presented a photometric plan with lighting levels that exceed the maximum allowed brightness. Staff pointed out the discrepancy and requested the plans be modified to meet the standard. The current submission documents still include a lighting plan with levels exceeding allowed levels. However, the applicant has also provided a “dimmed” lighting plan labelled E7.2A. This plan also has lighting levels that exceed allowed levels. The applicant proposes to dim the lights during unoccupied times. This is not compliant with the Zoning Ordinance.</p> <p>Currently, the Planning Commission does not have the authority to increase allowed lighting levels. Proposed amendments to the Zoning Ordinance will allow the Planning Commission to increase lighting levels in circumstances where doing so will increase public safety. The applicant may be able to utilized this path in the future.</p> <p>Currently, if the applicant desires to increase lighting to levels that exceed maximum level, the applicant can pursue a variance from the Zoning Board of Appeals. It is also worth noting that the ZBA heard a request on 05-13-2025 for this request for a bank located on 28<sup>th</sup> Street. The request was denied.</p>

9. Signs	Signs are not included in the Planning Commission Site Plan Review.
10. Landscaping	See Chapter 20 notes below.

**CENTENNIAL PARK REVIEW BOARD**

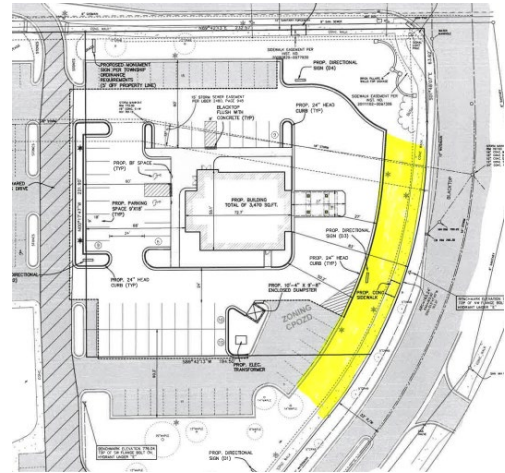
The Review Board did not provide feedback on all requirements of the Centennial Park Overlay, however, they provided the following general comments:

*On behalf of the Centennial Park Building Owners Association - Architectural Review Committee we wanted to provide you with our review and comments relative to the proposed Old National Bank branch plans, please note the following;*

*We believe that a bank branch is the ‘best’ use of the site in regards to providing an additional amenity to Centennial Park and a use that has only ‘limited vehicular traffic’ implications (versus a ‘Quick Service Restaurant’) on the 28th & Charlevoix intersection.*

*Please note our specific comments and observations below;*

- Existing’ Curb Cuts .. appreciated
- Maintained existing ‘brick’ Centennial Park monument sign ... appreciated
- Traffic flow (given limited bank traffic) is well addressed; i) off of 28th, ii) through the Hinman parking lot and, iii) onto Charlevoix Dr.
- Screening ... We would ask that the mechanical equipment be properly screened from view
- Landscaping ... We would ask that site plan ‘add’ new landscaping on the berm between the parking lot and Charlevoix Drive as a visual buffer (see attached; yellow highlight).



**CHAPTER 19**

*Table 19-B: Minimum Parking Requirements*

Staff have calculated that the minimum required parking for both the existing bank and the proposed office building are adequate to serve both uses. If the Planning Commission determines that the nonconforming parking within the setback is not appropriate, the minimum parking requirements will not be met.

Use	Parking Requirement	Total Building Size	Spaces Required	Parking Provided
Bank	3 spaces / 1,000 square feet	3,470 sf	11	57
Office	3 Spaces / 1000 square feet	101,000 sf	303	259
<b>All Parking</b>			<b>314</b>	<b>316</b>

## **CHAPTER 20**

*Table 20-A: Adjacent Land Use Buffer Requirements*

The proposed development sits within a PUD. The underlying zoning district for the area is Office. Therefore, the development would require the Type D Bufferyard standards. The chart below indicates the required plant material for each buffer as required by the ordinance. The minimum width for the bufferyard is 25 feet.

<b>Bufferyard Requirement</b>				
<b>D</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
<b>Distance</b>	<b>221.9</b>	<b>232.57</b>	<b>228.86</b>	<b>194.5</b>
<b>Canopy</b>	7	7	7	6
<b>Understory</b>	13	14	14	12
<b>Shrub</b>	20	21	21	18
<b>Conifer</b>	0	0	0	0

*Landscaping Plan: Provided Landscaping*

<b>Bufferyard D</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
Canopy	<b>0</b>	<b>5</b>	<b>2</b>	<b>1</b>
Understory	<b>3</b>	<b>4</b>	<b>2</b>	<b>5</b>
Shrub	36	21	21	18
Conifer	0	0	0	0

The proposed landscaping plan does not meet the buffer yard requirements of the Zoning Ordinance. The requirements for canopy and understory trees are not met along any of the property lines. While an adequate number of shrubs can be found throughout the site, The required bufferyards on the south and west side are not compliant with Chapter 20 of the Zoning Ordinance or the additional standards of the Centennial Park Overlay. The west property line has essentially no plant material contributing to a bufferyard. Significant additional plant material is required to meet the standards of the Ordinance.

Planning Staff recommends that the applicant provide the required additional trees, however allow the applicant to disperse the trees throughout the site or replace the canopy trees with understory or additional shrubs. Additionally, the large berm south of proposed site could support additional landscaping and contribute to the overall site development. The Zoning Ordinance allows the Planning Director to review and approve administratively.

### **ENGINEERING DEPARTMENT REVIEW COMMENTS**

The Township Engineer, Aric Thorn, has prepared a memo for the Planning Commission addressing two items:

- A high-level explanation of stormwater management
- Site Specific Stormwater management requirements and Recommendations

He will be present at the Planning Commission Meeting for further explanation and to answer any questions the Planning Commission may have.

## **FIRE DEPARTMENT REVIEW COMMENTS**

The Cascade Township Fire Inspector has found the submitted site plan meets all fire requirements.

## **CONSIDERATIONS**

### **Planning Commission Determinations**

The CCT Zoning Ordinance gives the Planning Commission authority to deliberate and determine if the site elements provided are sufficient or if modifications are required:

- The current parking spaces on the north side of the site are built within the existing forty (40) foot setbacks and are not compliant with the greenspace requirements. While this area is uninterrupted, and it could be argued that maintaining the parking spaces would be a continuation of a nonconformity, the Planning Commission also has the authority to require that the setbacks and open space requirements are met. The Planning Commission should deliberate and determine if the current parking is appropriate to remain as part of the development.
- The Planning Commission has the authority to modify the planting requirement for the bufferyards. The Planning Commission should deliberate and determine if it is appropriate for the applicant to disperse the plant material throughout the site.

## **RECOMMENDATION**

Staff recommend that the Site Plan for 2851 Charlevoix Dr. be APPROVED with the following provisions:

1. The existing non-conforming parking spaces abutting 28<sup>th</sup> Street on the north side of the site may remain.
2. The required bufferyard plant material may be dispersed throughout the site.

Furthermore, the following conditions shall be placed on approval:

1. The applicant meet the requirements of the Cascade Charter Township Stormwater Ordinance as recommended by the Township Engineer.
2. The plans are modified to meet the setback and open space requirement of Section VI.2 of the Centennial Park Overlay abutting Charlevoix Dr.
3. The Roof mounted mechanical equipment be fully screen by means of adding additional screening around the proposed mechanical or increasing the height of the proposed parapets.
4. The dumpster enclosure meets the requirements of the Centennial Park overlay.
5. Lighting levels meet the requirements of Chapter 19 of the Zoning Ordinance.
6. The applicant meet the sign requirements of the Centennial Park Overlay.
7. The applicant provides the required bufferyards and planting requirements on the **[EAST]** side of the property.
8. All Soil Erosion & Sediment Control plans are approved by the Kent County Road Commission.
9. The Easement & Operating Agreement be reviewed and approved by the Township Attorney.
10. The approved access and maintenance agreement is executed and recorded with Kent County.
11. A Stormwater Maintenance Agreement is recorded with the County.
12. The applicant provides a \$25,000 landscaping bond.

## **ATTACHMENTS**

1. Application
2. Authorization Letter
3. Site Plan
4. Landscaping plan
5. Elevations & rendering
6. Lighting Plan
7. Stormwater Plan
8. Easement & Operating Agreement
9. Township Engineer Review Memo



# CASCADE CHARTER TOWNSHIP

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

## PLANNING & ZONING APPLICATION

**APPLICANT:** Name: Old National Bank

Address: 1 Main Street

City & Zip Code Evansville IN 47708

Telephone: 517.366.6214

Email Address: Dawn.Kangas@oldnational.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 checked="" 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 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:\*\***

Please refer to Page 2 on the Site Development Plan for Parcel A description.

(\*\*Use Attachments if Necessary)

**-SEE OTHER SIDE-**

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

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(\*\*Use Attachments if Necessary)

**PERMANENT PARCEL (TAX) NUMBER:** 41-19 -17-102-007

**ADDRESS OF PROPERTY:** Part of 2851 Charlevoix Dr and 41-19-17-102-007

**PRESENT USE OF THE PROPERTY:** Office building/parking lot

**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.)***

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

\_\_\_\_\_  
Applicant – Print or Type Name

\* \_\_\_\_\_  
Owner’s Signature & Date  
(\*If different from Applicant)  
EBBDF7CB8B9049E...

Signed by:  
*Dawn Kargas*

\_\_\_\_\_  
Applicant’s Signature & Date

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

Rev. 7/27/21




1 Main Street  
Evansville, Indiana 47708

**OFFICER’S CERTIFICATE**


The undersigned, being the duly elected and acting Senior Vice President, Senior Assistant General Counsel of Old National Bank, a national banking association (the “Bank”), hereby certifies as of the date of this certificate, that:

Dawn Kangas is an officer of the Bank and holds the title of Construction Project Manager, AVP and her signature is as follows:

Signed by:  
  
\_\_\_\_\_  
Dawn Kangas EBBDF7CB8B9049E...

In connection with the lease of the property located at the corner of 28<sup>th</sup> Street SE and Charlevoix Dr SE in Grand Rapids, Michigan owned by Open Terrace Associates, LLC, Ms. Kangas is authorized to act and to execute certain documents in connection with the lease of the aforementioned property for and on behalf of the Bank.

IN WITNESS WHEREOF, the undersigned has executed this Officer’s Certificate in the capacity indicated herein as of March 17, 2025.

  
\_\_\_\_\_  
Zachary A. LaGrange  
Senior Vice President  
Senior Assistant General Counsel

### Certificate Of Completion

Envelope Id: FBD63D44-AD12-44B4-B59E-66CDFBED3E48	Status: Completed
Subject: ONB Planning-ZoningApp for Grand Rapids	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	Dawn Kangas
Time Zone: (UTC-06:00) Central Time (US & Canada)	One Main St.
	Evansville, IN 47708
	Dawn.Kangas@oldnational.com
	IP Address: 208.66.83.229

### Record Tracking

Status: Original	Holder: Dawn Kangas	Location: DocuSign
3/20/2025   11:06 AM	Dawn.Kangas@oldnational.com	

### Signer Events

Dawn Kangas  
 Dawn.Kangas@oldnational.com  
 Construction Project Manager, AVP  
 Old National Bank  
 Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
 EBBDF7CB889049E...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 208.66.83.229

### Timestamp

Sent: 3/20/2025 | 11:07 AM  
 Viewed: 3/20/2025 | 11:07 AM  
 Signed: 3/20/2025 | 11:12 AM  
 Freeform Signing

### Electronic Record and Signature Disclosure:

Accepted: 3/17/2025 | 10:55 AM  
 ID: 1b5079ba-941a-415e-9d3b-481814befb9a  
 Company Name: Old National Bank

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Jon Male  
 jmale@exxelengineering.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 3/20/2025 | 11:12 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Josh Higginbotham  
 josh.higginbotham@oldnational.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 3/20/2025 | 11:12 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/20/2025   11:07 AM
Certified Delivered	Security Checked	3/20/2025   11:07 AM
Signing Complete	Security Checked	3/20/2025   11:12 AM
Completed	Security Checked	3/20/2025   11:12 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Old National Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'By clicking this box, I confirm that I have read and agree to the terms and conditions in the Electronic Record and Signature Disclosure' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us by contacting Client Care using the information below. You may be charged a per-page fee.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **Notices and disclosures may be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. If you do not agree with this process, please let us know as described

below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Old National Bank**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information (including copies of notices and disclosures previously provided) from us, to change your email address, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

Client Care  
P.O. Box 419  
Evansville, IN 47703  
1-800-731-2265  
<https://www.oldnational.com>

**Required hardware and software** The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Old National Bank as described above, you consent to receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Old National Bank during the course of your relationship with Old National Bank.

**Letter of Authorization**

**Property Owner/Agent Information:**

Company Name: Open Terrace Associates, L.L.C.

Mailing Address: 750 Trade Centre, Suite 100

City: Portage State: MI Zip: 49002

Contact: James M. Pollock Phone: (269) 342-8600

Fax: (269) 585-6156 Email: jamesp@hinmancompany.com

**Site Address Information:**

Company Name: Old National Bank

Street Address: 2851 Charlevoix Drive SE  
Grand Rapids, MI 49546



I, James M. Pollock, owner/agent of Open Terrace Associates, L.L.C.

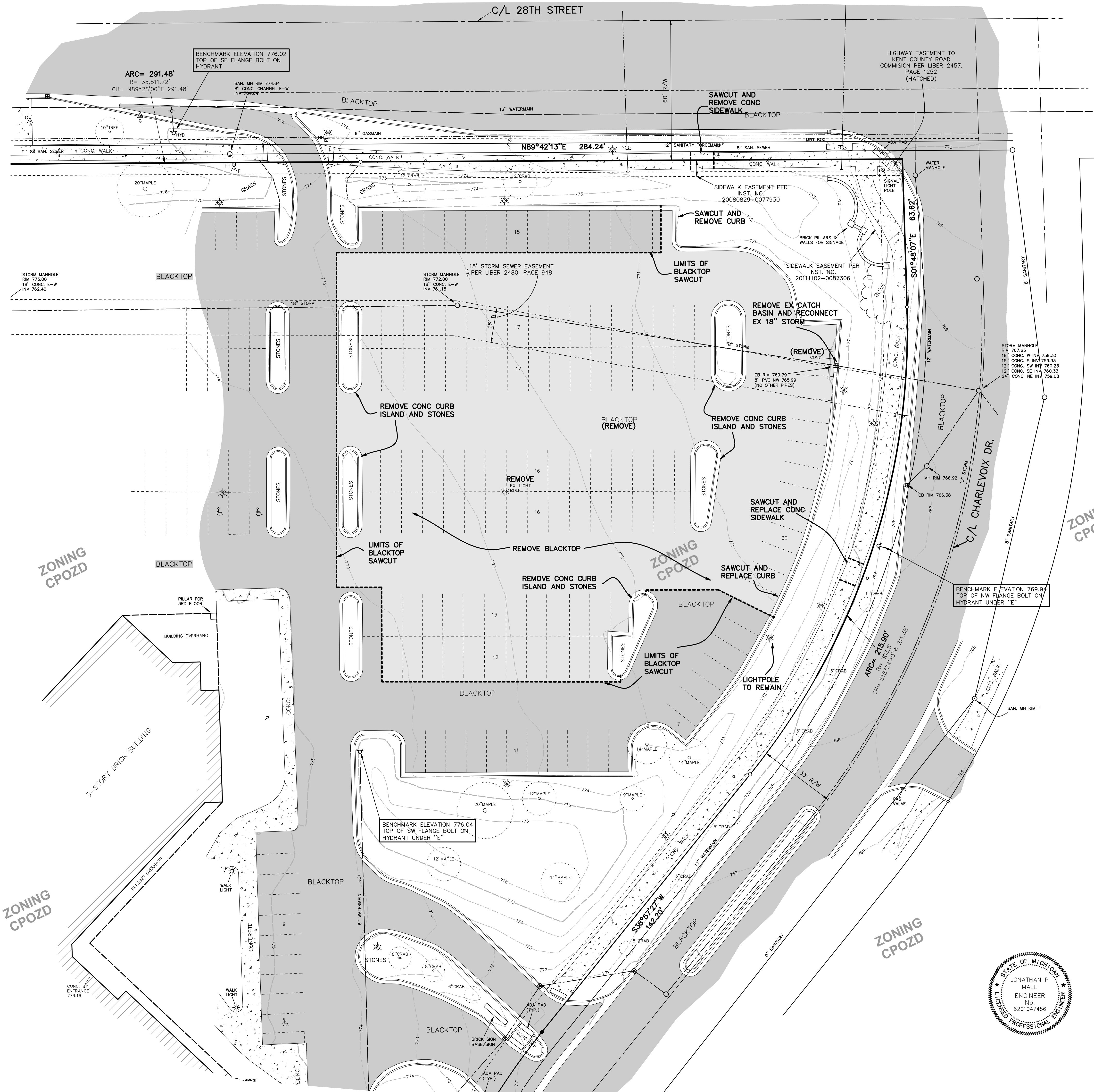
give The InSite Group and their Authorized Vendor, RWL Sign, authorization to install signage at the above mentioned property. This letter shall also serve to authorize The InSite Group and their Authorized Vendor, RWL, to act as our agent when applying for necessary municipal approvals and permits.

Signature of Property Owner/Agent: 

Printed Name: James M. Pollock Date: 3-19-25



Know what's below.  
Call before you dig.

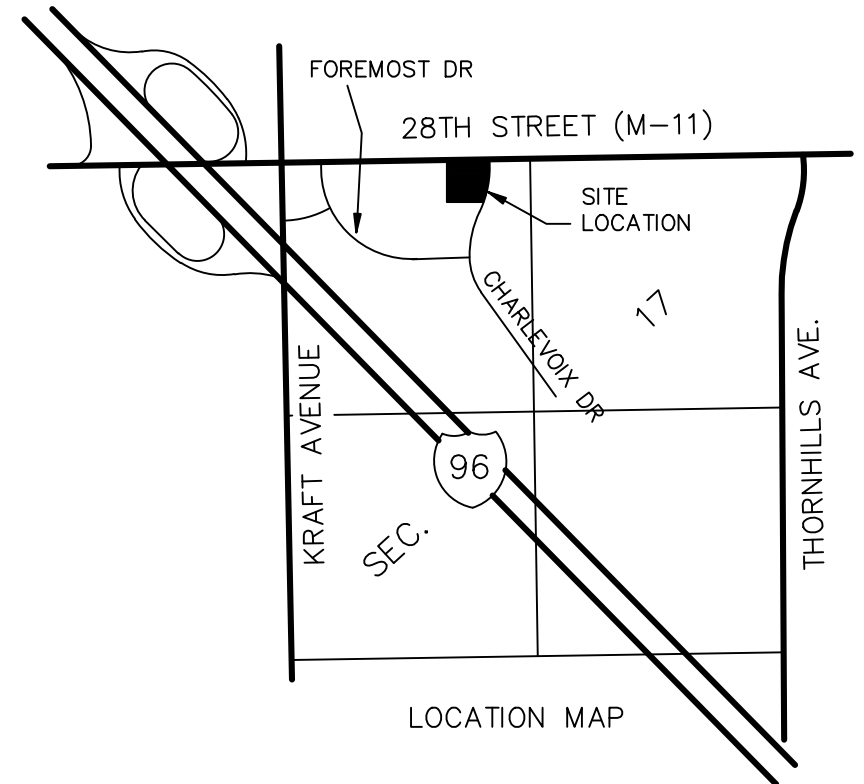


CURRENT DESCRIPTION OF OVERALL PARCEL PER SUN TITLE, COMMITMENT NO. 229447:  
(Parcel 41-19-17-102-007)  
Land situated in the Township of Cascade, Kent County, Michigan:  
A portion of the following described parcel, to be determined by survey:  
Lots 15 and 16, Foremost Centennial Park No. 2, according to the recorded plat thereof  
as recorded in Liber 76 of Platson Page 13.

SCALE: 1" = 20'  
1' CONTOUR INTERVAL

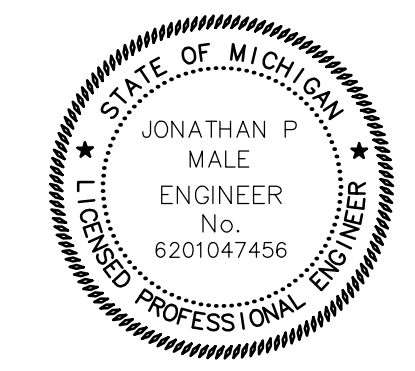
LEGEND

- = IRON STAKE FOUND
- = IRON STAKE SET
- ⊕ = UTILITY POLE & GUY WIRE
- ⊙ = LIGHT POLE
- ⊙ = SIGN
- ⊕ = HYDRANT
- ⊕ = WATERMAIN VALVE
- ⊕ = UTILITY HANDHOLE
- ⊕ = IRRIGATION VALVE
- ⊕ = CATCH BASIN
- = MANHOLE
- ⊕ = BURIED FIBER OPTIC MARKER
- ⊕ = BURIED GAS LINE MARKER
- ⊕ = CRABAPPLE TREE
- = OVERHEAD WIRES



EXISTING CONDITIONS & DEMOLITION PLAN

RE: 2851 CHARLEVOIX DRIVE SE  
FOR: HAVER DESIGN  
ATTN: JEFF JUSTICE  
21 SE THIRD STREET (STE. 800)  
EVANSVILLE, IN 47708  
PART OF THE NW 1/4, SECTION 17, T6N, R10W, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN



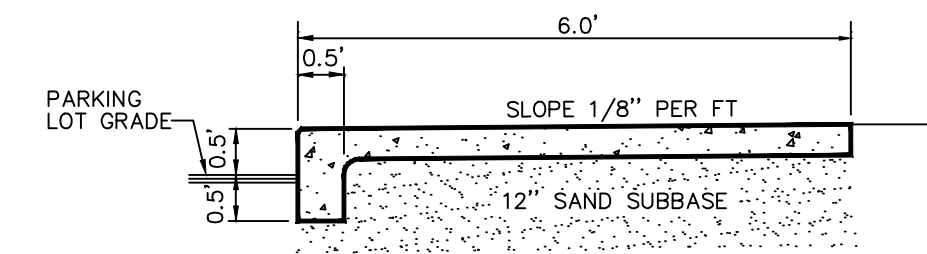
5/09/25	REVISED PER TOWNSHIP	CJK	DRAWN BY: CDG	PROJ. ENG.: JPM	SHEET
DATE	REVISION	BY	APPROVED BY: JPM	FILE NO.: 241512E	1 of 4
				DATE: 3/17/25	



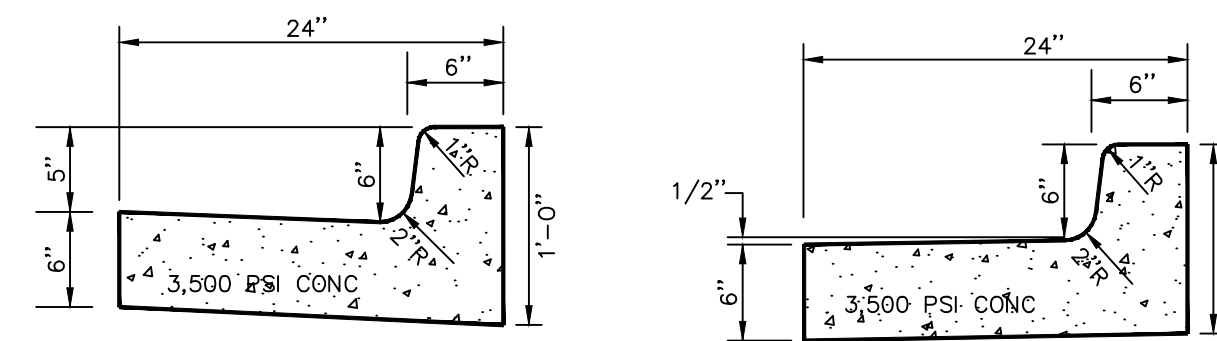
Know what's below.  
Call before you dig.

2" OF HMA MDOT 13A  
2" OF HMA MDOT 13A  
8" COMPACTED AGG (22A)  
12" (MIN) SAND SUBBASE (CLASS II)

STANDARD PAVING CROSS SECTION

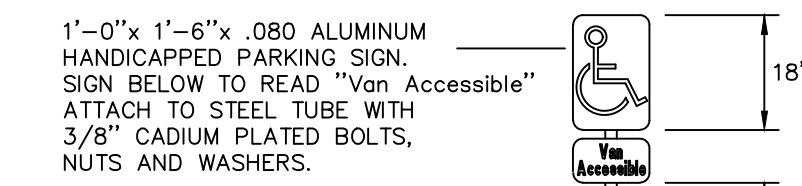


RAISED WALK DETAIL

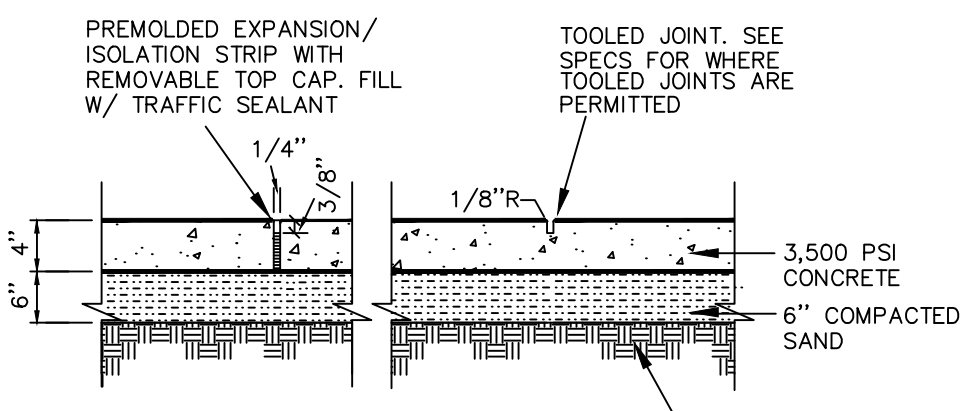


24" HEAD CURB DETAIL (PITCHED IN)

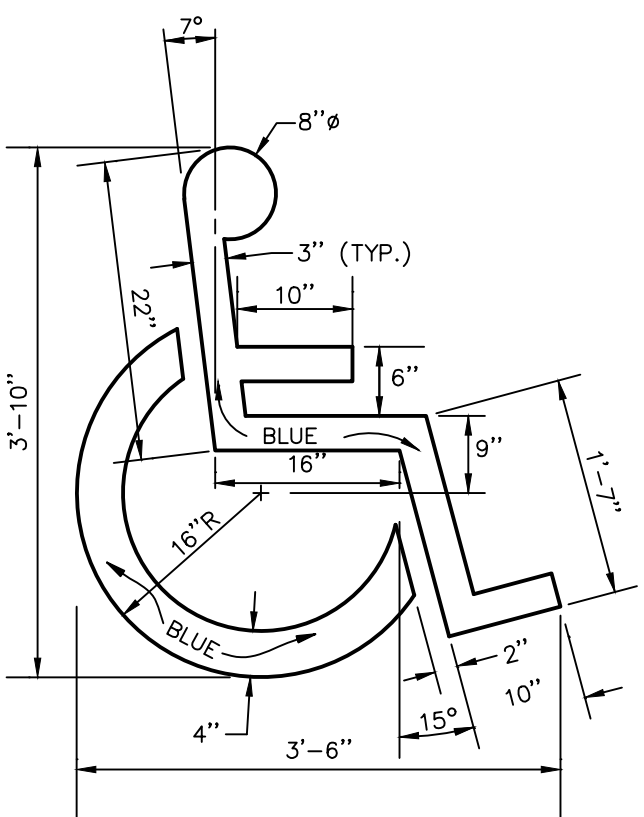
24" HEAD CURB DETAIL (PITCHED OUT)



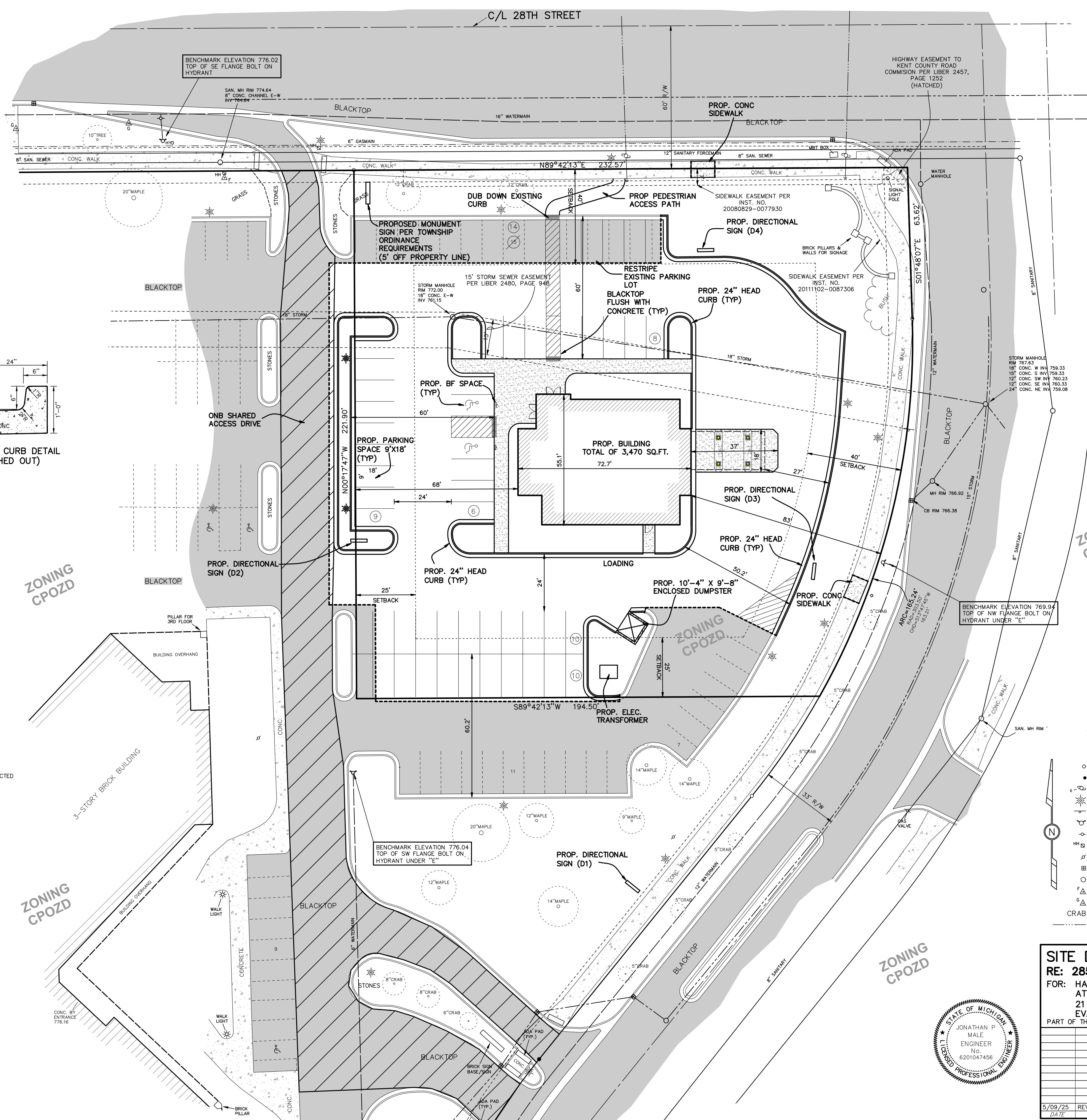
BARRIER FREE PARKING SIGN DETAIL  
VAN ACCESSIBLE NOTED



4" CONCRETE WALKWAY DETAIL



BARRIER FREE PARKING SYMBOL



GENERAL NOTES:  
PROPOSED PROPERTY LINE LEGAL DESCRIPTION:

PARCEL "A" DESCRIPTION:  
Part of Lot 15, Foremost Centennial Park No. 2, according to the Plat thereof, as recorded in Liber 76 of Plats on Page 13, part of the NW 1/4 Section 17, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at the NE corner of said Lot 15 thence S01°48'07"E 63.62 feet along the Westerly line of Charlevoix Drive; thence Southerly 165.24 feet along said Westerly line on a 303.50 foot radius curve the right, the chord of which bears S13°47'45"W 163.21 feet; thence S89°42'13"W 194.50 feet; thence N00°17'47"W 221.90 feet to the South line of 28th Street; thence N89°42'13"E 232.57 feet along said South line to the Place of Beginning.  
Parcel contains 1.15 acres.

EXISTING ZONING: PUD AND CENTENNIAL PARK OVERLAY ZONE  
LOT AREA: 50,000 S.F. MIN.  
FRONT YARD: 40' MIN.  
SIDE YARD: 25' MIN.  
REAR YARD: 25' MIN.

PARKING:  
OVERALL EX. SPACES: 377 (INCL TO B.F.)  
EX. BUILDING REQUIRED: 290±  
NEW BANK SITE 3/1000 S.F.: 11 SPACES  
TOTAL REQUIRED: 301 SPACES  
SPACES REMOVED: 104 SPACES  
SPACES ADDED: 43 SPACES  
TOTAL SPACES PROVIDED: 316 SPACES

ZONING CPOZD

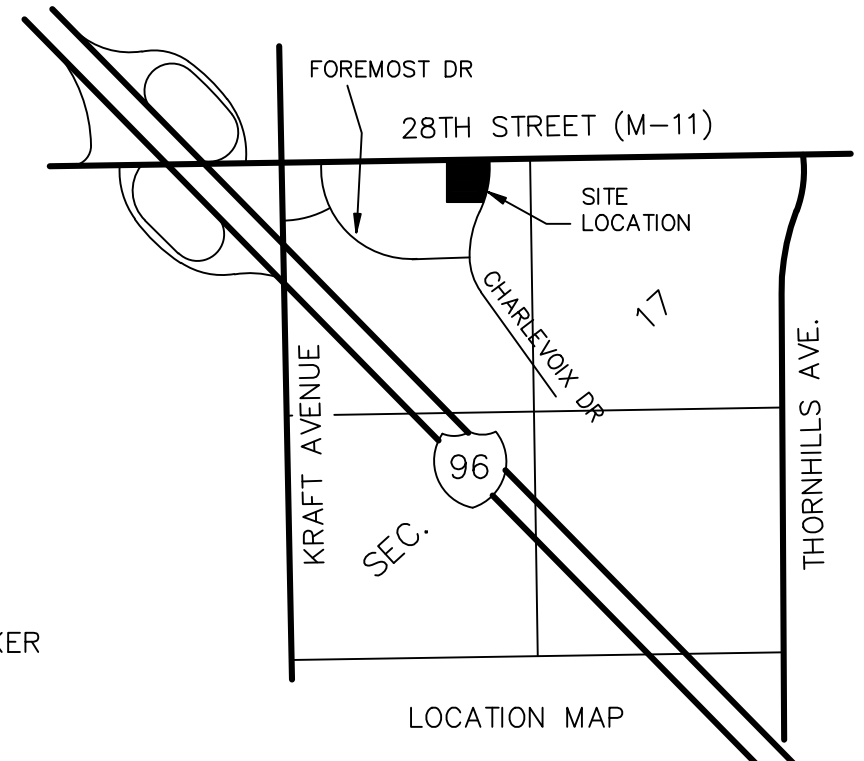
ZONING CPOZD

ZONING CPOZD

ZONING CPOZD

SCALE: 1" = 20'

- LEGEND
o = IRON STAKE FOUND
• = IRON STAKE SET
+ = UTILITY POLE & GUY WIRE
\* = LIGHT POLE
+ = SIGN
H = HYDRANT
H = WATERMAIN VALVE
H = UTILITY HANDHOLE
H = IRRIGATION VALVE
H = CATCH BASIN
O = MANHOLE
H = BURIED FIBER OPTIC MARKER
H = BURIED GAS LINE MARKER
CRAB = CRABAPPLE TREE
--- = OVERHEAD WIRES



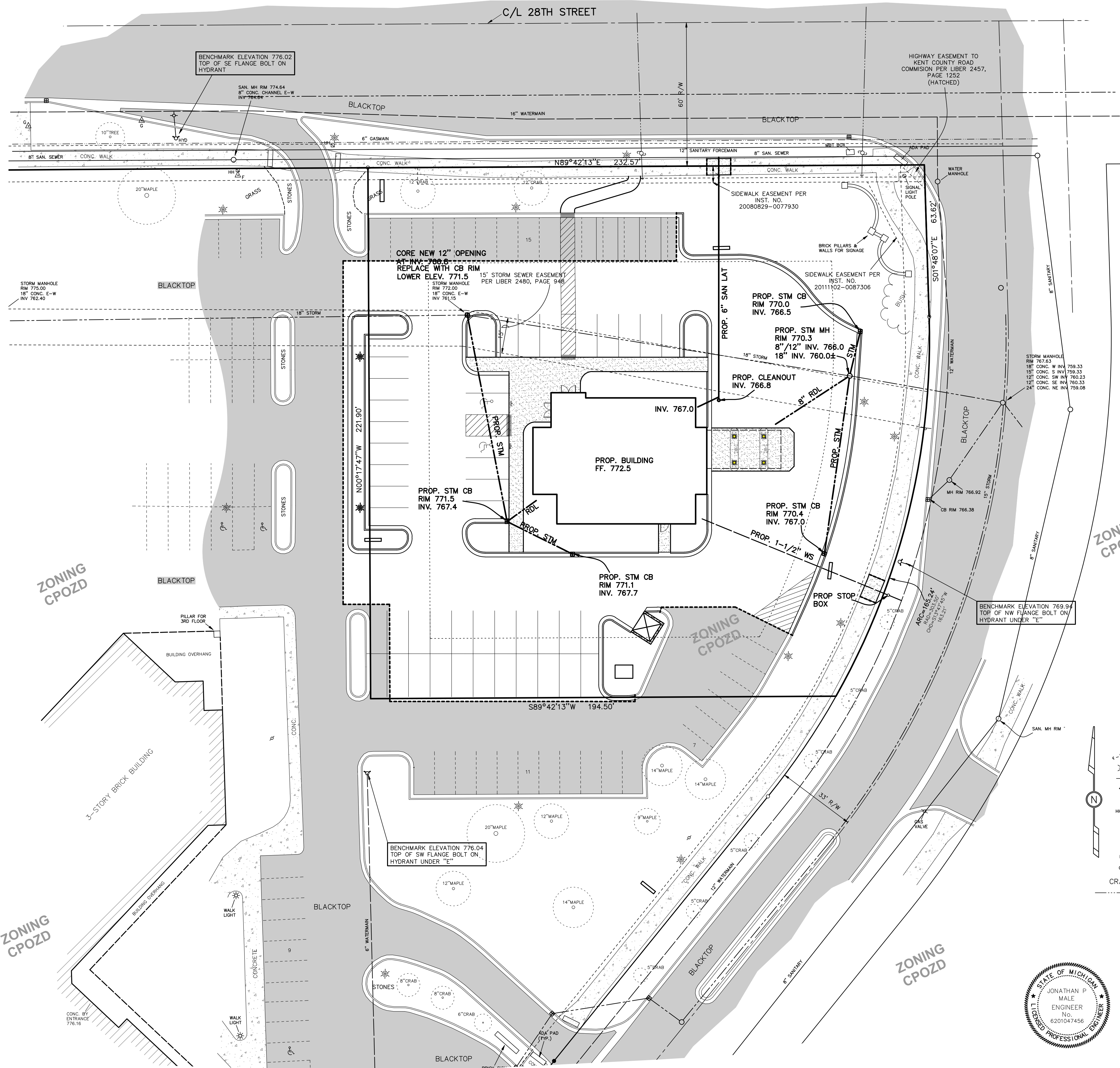
SITE DEVELOPMENT PLAN
RE: 2851 CHARLEVOIX DRIVE SE
FOR: HAVER DESIGN
ATTN: JEFF JUSTICE
21 SE THIRD STREET (STE. 800)
EVANSVILLE, IN 47708
PART OF THE NW 1/4, SECTION 17, T6N, R10W, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN
exel engineering, inc.
planners • engineers • surveyors
5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exelengineering.com
DRAWN BY: CDG
APPROVED BY: JPM
PROJ. ENG.: JPM
FILE NO.: 241512E
DATE: 3/17/25
SHEET 2 of 4

P:\Projects\2024\241512\Drawings\241512.dwg, SHT 2 S.D.P. 5/8/2025 3:35:32 PM, ckdswell

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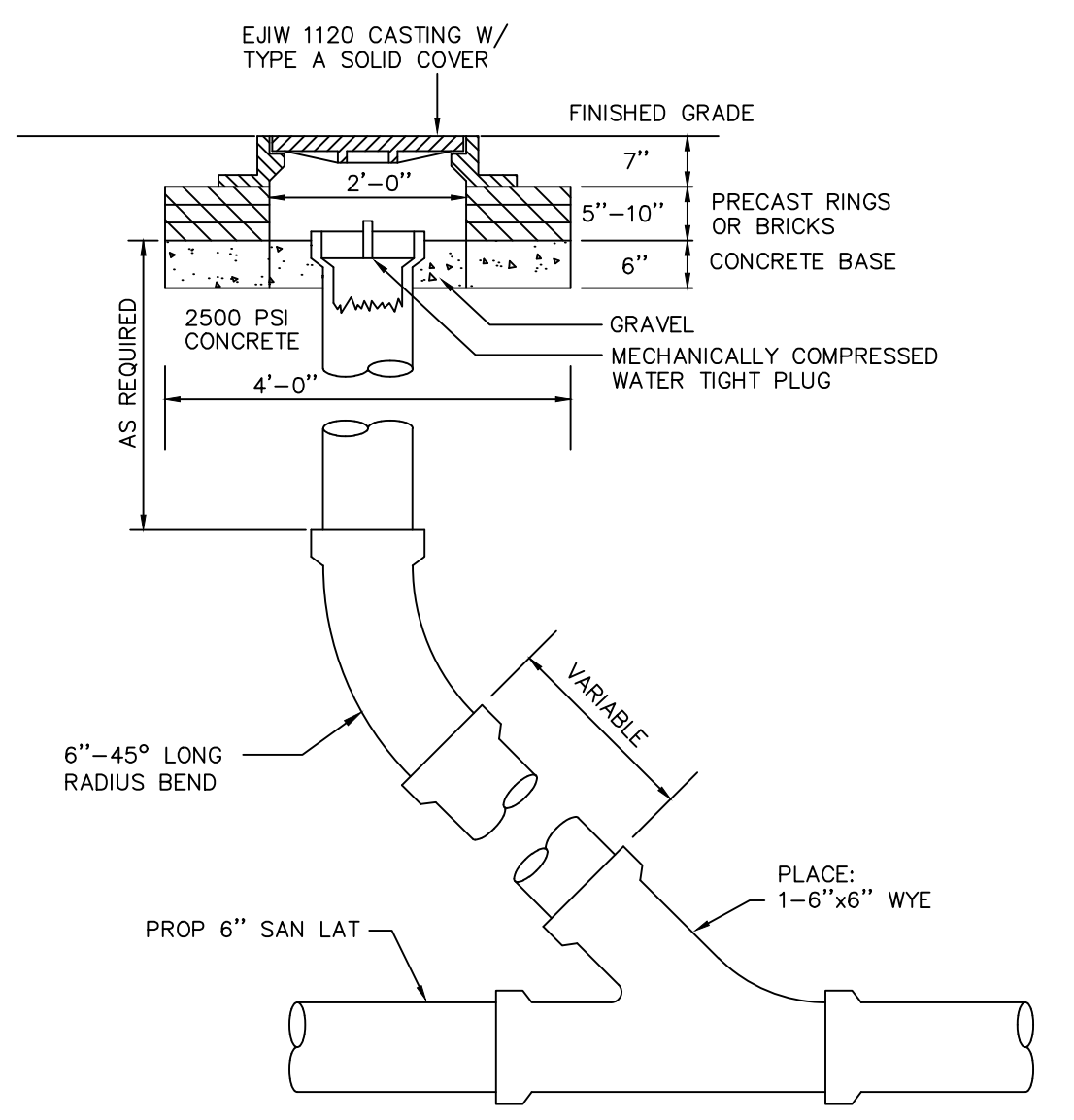


Know what's below.  
Call before you dig.



- GENERAL STORM SEWER NOTES**
- CATCH BASINS**
- ALL 4' DIA. CATCH BASINS (CB) WITHIN 2' CONC. HEAD CURB SHALL HAVE 2' SUMPS AND USE EJ #7045 CASTING WITH TYPE M1 GRATE.
- MATERIAL TYPE**
- ROOF DRAIN LEAD SHALL BE PVC SCH. 40
  - ALL STORM SHALL BE SMOOTH-LINED CORRUGATED PLASTIC PIPE (SLCPP), (ADS N-12, HANCOV HI-Q OR APPROVED EQUAL)
- OTHER**
- ALL 12" (SLCPP) PIPE SHALL HAVE A SILT TIGHT, SURE-LOCK TYPE COUPLER.
  - ALL MANHOLES SHALL HAVE NO SUMP UNLESS OTHERWISE NOTED AND SHALL USE EJ #1120 CASTING WITH TYPE B COVER.

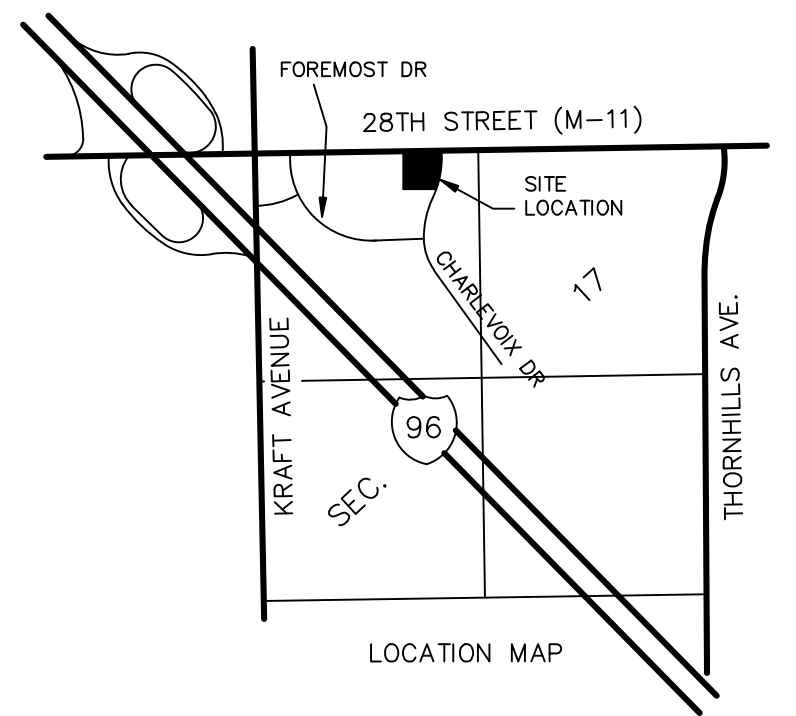
ALL SANITARY AND WATERMAIN SHALL CONFORM WITH THE CITY OF GRAND RAPIDS AND CASCADE TOWNSHIP STANDARDS AND SPECIFICATIONS



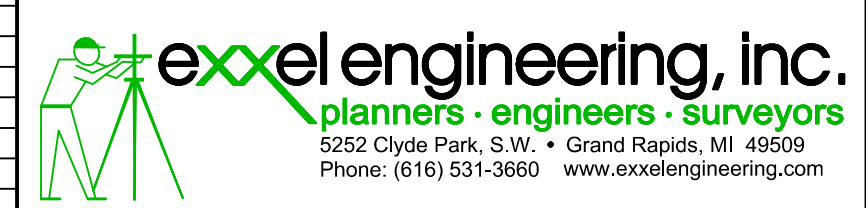
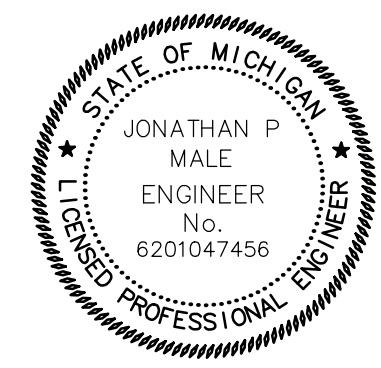
SAN SEWER LATERAL CLEANOUT DETAIL

SCALE: 1" = 20'  
LEGEND

- = IRON STAKE FOUND
- = IRON STAKE SET
- ⊕ = UTILITY POLE & GUY WIRE
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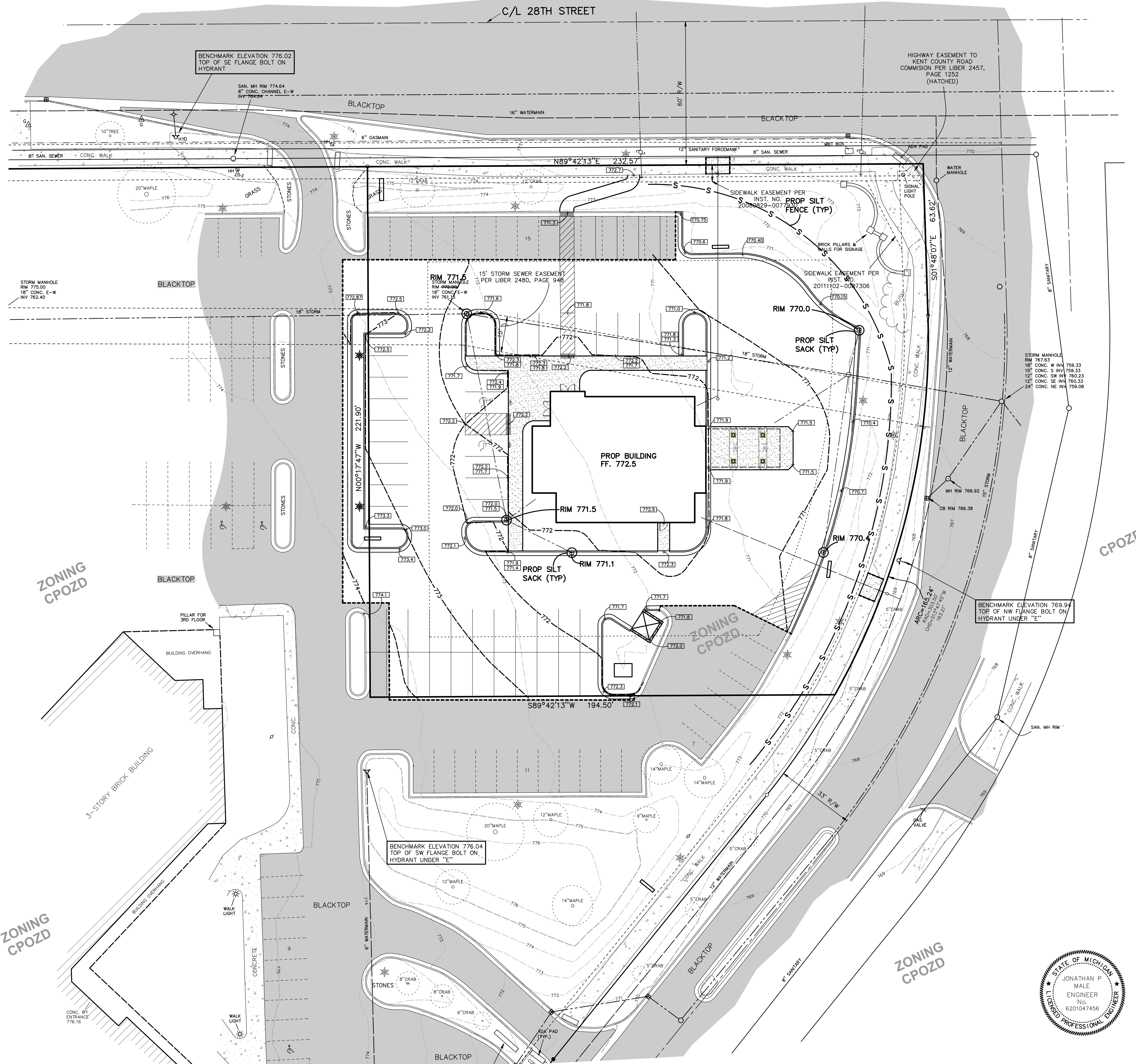
**SITE UTILITY PLAN**  
**RE: 2851 CHARLEVOIX DRIVE SE**  
**FOR: HAVER DESIGN**  
**ATTN: JEFF JUSTICE**  
**21 SE THIRD STREET (STE. 800)**  
**EVANSVILLE, IN 47708**  
 PART OF THE NW 1/4, SECTION 17, T6N, R10W, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN



5/09/25	REVISED PER TOWNSHIP	CJK	DRAWN BY: CDG	PROJ. ENG.: JPM	SHEET
DATE	REVISION	BY	FILE NO.: 241512E	DATE: 3/17/25	3 of 4

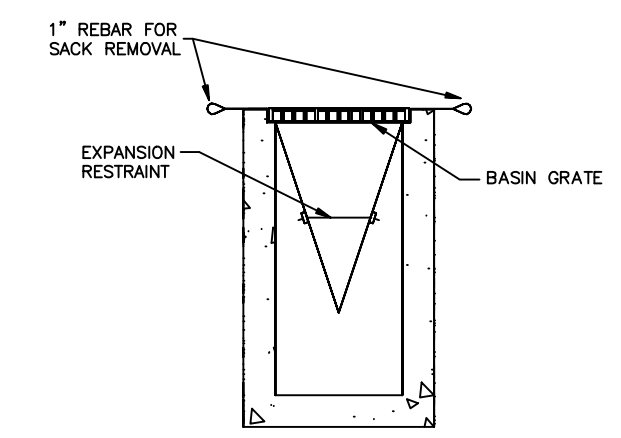


Know what's below.  
Call before you dig.

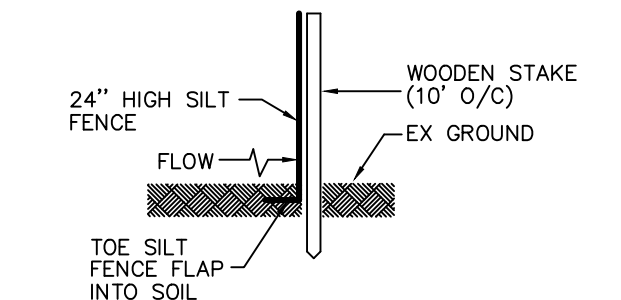


**SOIL EROSION CONTROL NOTES:**

1. Total area of disturbance = 0.8 Acres
2. All soil erosion control measures shall be installed prior to any other construction and maintained, as necessary, until the site has been permanently stabilized.
3. All non-paved building areas shall be permanently stabilized with at least 4" of hydroseed topsoil.
4. The owner shall obtain the soil erosion control permit. All work shall be done in accordance with the soil erosion control permit.
5. The construction entrance is off 28th street. Prevent tracking soil off-site. If tracking occurs, sweep soil IMMEDIATELY.
6. Inspect and maintain all temporary soil erosion controls after each significant rainfall event.
7. The sediment will be contained on-site.
8. Place silt sacks on catch basins affected by site construction.



SILT SACK DETAIL

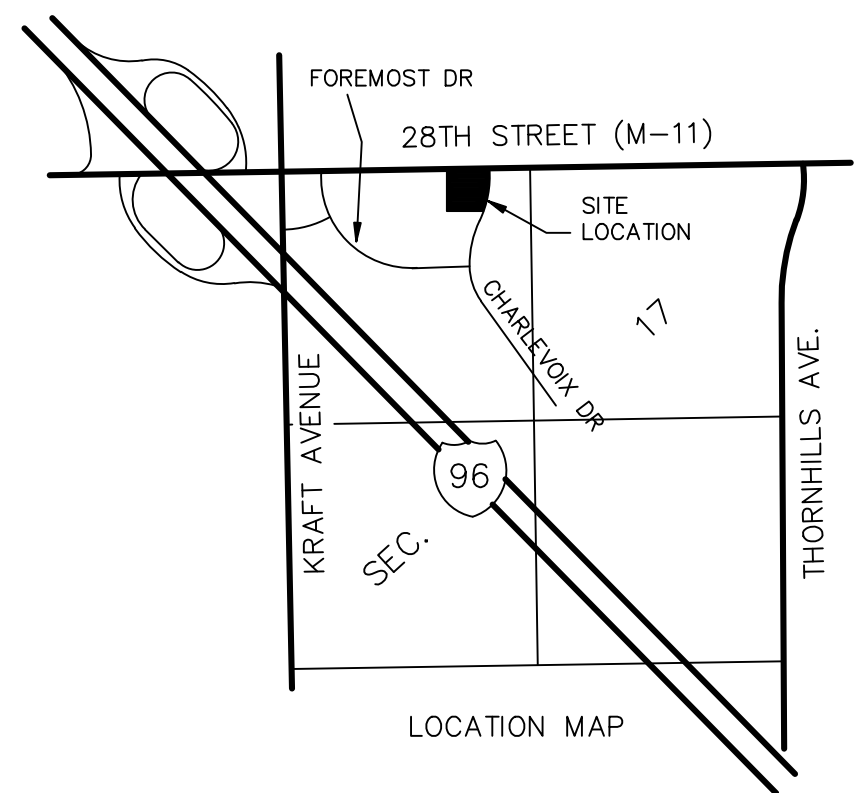


SILT FENCE DETAIL

SCALE: 1" = 20'  
1' CONTOUR INTERVAL

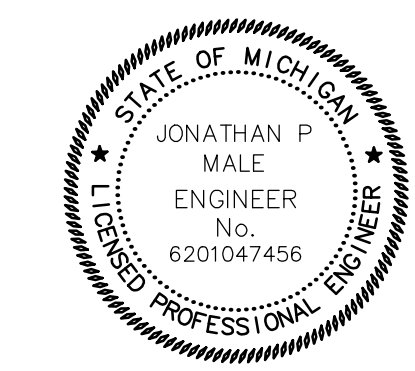
**LEGEND**

- = IRON STAKE FOUND
- = IRON STAKE SET
- ⊕ = UTILITY POLE & GUY WIRE
- ⊙ = LIGHT POLE
- ⊙ = SIGN
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- = MANHOLE
- ⊙ = BURIED FIBER OPTIC MARKER
- ⊙ = BURIED GAS LINE MARKER
- CRAB = CRABAPPLE TREE
- = OVERHEAD WIRES



**SITE GRADING & SOIL EROSION CONTROL PLAN**  
**RE: 2851 CHARLEVOIX DRIVE SE**

FOR: HAFER DESIGN  
ATTN: JEFF JUSTICE  
21 SE THIRD STREET (STE. 800)  
EVANSVILLE, IN 47708  
PART OF THE NW 1/4, SECTION 17, T6N, R10W, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN



5/09/25	REVISED PER TOWNSHIP	CJK	DRAWN BY: CDG	PROJ. ENG.: JPM	SHEET
DATE	REVISION	BY	FILE NO.: 241512E	DATE: 3/17/25	4 of 4

**PLANT SCHEDULE**

REF	TYPE	SCIENTIFIC NAME	COMMON NAME	SIZE / CONTAINER	NOTES	SPACING	REMARKS
AMS S	GC	AMSONIA 'STARSTRUCK'	BLUE STAR	#1 POT		2'-6" O.C.	M-1
CER C	TF	CERCIS CANADENSIS	REDBUD	2 1/2" CALIPER		3	M-9
CLE A	SH	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	SWEET PEPPERBUSH	2'-0" W X 2'-0" H		4'-0" O.C.	M-3
CRA V	TF	CRATAEGUS VIRIDIS 'WINTER KING'	GREEN HAWTHORN	2 1/2" CALIPER		25'-0" O.C.	M-4 - UNDERSTORY
GYM D	TL	GYMNOCLADUS DIOICUS	KENTUCKY COFFEE TREE	2 1/2" CALIPER		3	CANOPY TREE
IRI C	GC	IRIS CRISTATA 'ALBA'	DWARF CRESTED IRIS	#1 POT		10" O.C.	
NYS S	TL	NYSSA SYLVATICA	BLACK GUM	2 1/2" CALIPER		3	CANOPY TREE
SPI C	SH	SPIRAEA 'CANDY CORN'	SPIRAEA	1'-6" W X 1'-6" H		2'-0" O.C.	M-7
THU S	SE	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	3'-6" H X 2'-6" W		4'-0" O.C.	M-9
THU T	SE	THUJA OCCIDENTALIS 'TATER TOT'	DANICA ARBORVITAE	1'-6" H X 1'-6" W		2'-0" O.C.	M-9

**PLANT TYPES:**

- TM TREE, MEDIUM SIZE
- TL TREE, LARGE SIZE
- TF FLOWERING TREE
- SH SHRUB - FLOWERING
- SE SHRUB - EVERGREEN
- GC GROUND COVER
- OG ORNAMENTAL GRASS

**PLANT SCHEDULE NOTES:**

1. USE SPHAGNUM PEAT IN LIEU OF COMPOST IN PLANTING SOIL AND MULCH.
2. BACKFILL WITH 50% SAND AND 50% PLANTING SOIL.
3. BALL AND BURLAP.
4. NATIVE SPECIES, NO SUBSTITUTIONS
5. ORGANIC MULCH IN LIEU OF STONE MULCH.

**MAINTENANCE NOTES:**

- M-1 CUT BACK TO ROOT FLAIR OR CLUMP IN WINTER.
- M-2 DO NOT OVERWATER, ONCE ESTABLISHED
- M-3 PRUNE AFTER FLOWERING
- M-4 PRUNE ROOT SUCKERS
- M-5 PRUNE IN SUMMER ONLY
- M-6 NATURAL FORM DO NOT PRUNE
- M-7 PRUNE IN LATE WINTER
- M-8 MOW TWICE ANNUALLY
- M-9 WATER TWICE WEEKLY UNTIL PLANT IS ESTABLISHED
- M-10 MULCH OVER ROOT ZONE IN WINTER

**GENERAL LANDSCAPE NOTES:**

1. NOTIFY ARCHITECT IMMEDIATELY IF EXISTING SITE CONDITIONS INCONSISTENT WITH THESE DRAWINGS ARE ENCOUNTERED.
2. AFTER INSTALLATION OF TREES AND SHRUBS PROVIDE FRESH GRADING FOR ALL PLANTED AREAS, WITH POSITIVE DRAINAGE AWAY FROM BUILDING PRIOR TO INSTALLATION OF SOD, LAWN SEED, GROUND COVERS AND MULCH. ENSURE THAT THERE IS NO STANDING WATER IN LAWN OR PLANTING AREAS.
3. NEW LAWN AREAS SHALL BE SOD.
4. SEED, MULCH AND RENOVATE ALL EXISTING LAWN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES THAT ARE NOT INDICATED FOR NEW LAWN.
5. ALL NEW LAWN AREAS AND PLANTING BEDS ADJACENT TO THE BUILDING SHALL BE IRRIGATED. REFER TO SPECIFICATION SECTION 32040 FOR IRRIGATION SYSTEM REQUIREMENTS.
6. MARK OUTLINE OF PLANTER BEDS ON GROUND FOR ARCHITECT'S REVIEW, DO NOT INSTALL EDGING WITHOUT ARCHITECT'S APPROVAL.
7. REMOVE ALL EXISTING WEEDS IN AREAS WHERE NEW LAWN, PLANTING BEDS AND LAWN RESTORATION WILL OCCUR.
8. PERFORM FINISH GRADING PER SPECIFICATION 312001, PERFORM SOIL PREPARATION PER SPECIFICATION 329113.
9. AFTER INSTALLATION, PERFORM EXTENDED MAINTENANCE OF LAWN AND PLANTS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, AND OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY VIABLE PLANTINGS FOR A TIME PERIOD AS INDICATED IN SPECIFICATIONS 329200 AND 329300.
10. PROVIDE SLEEVES UNDER PAVEMENT FOR IRRIGATION PIPING AND WIRING.
11. SUBMIT PRODUCT DATA AND SHOP DRAWINGS FOR IRRIGATION SYSTEM AND ALL OTHER LANDSCAPE FEATURES FOR OWNER REVIEW AND APPROVAL.

**OLD NATIONAL BANK NEW FACILITY**



**OLD NATIONAL BANK**

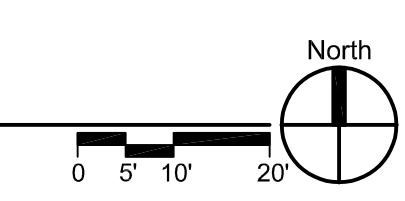
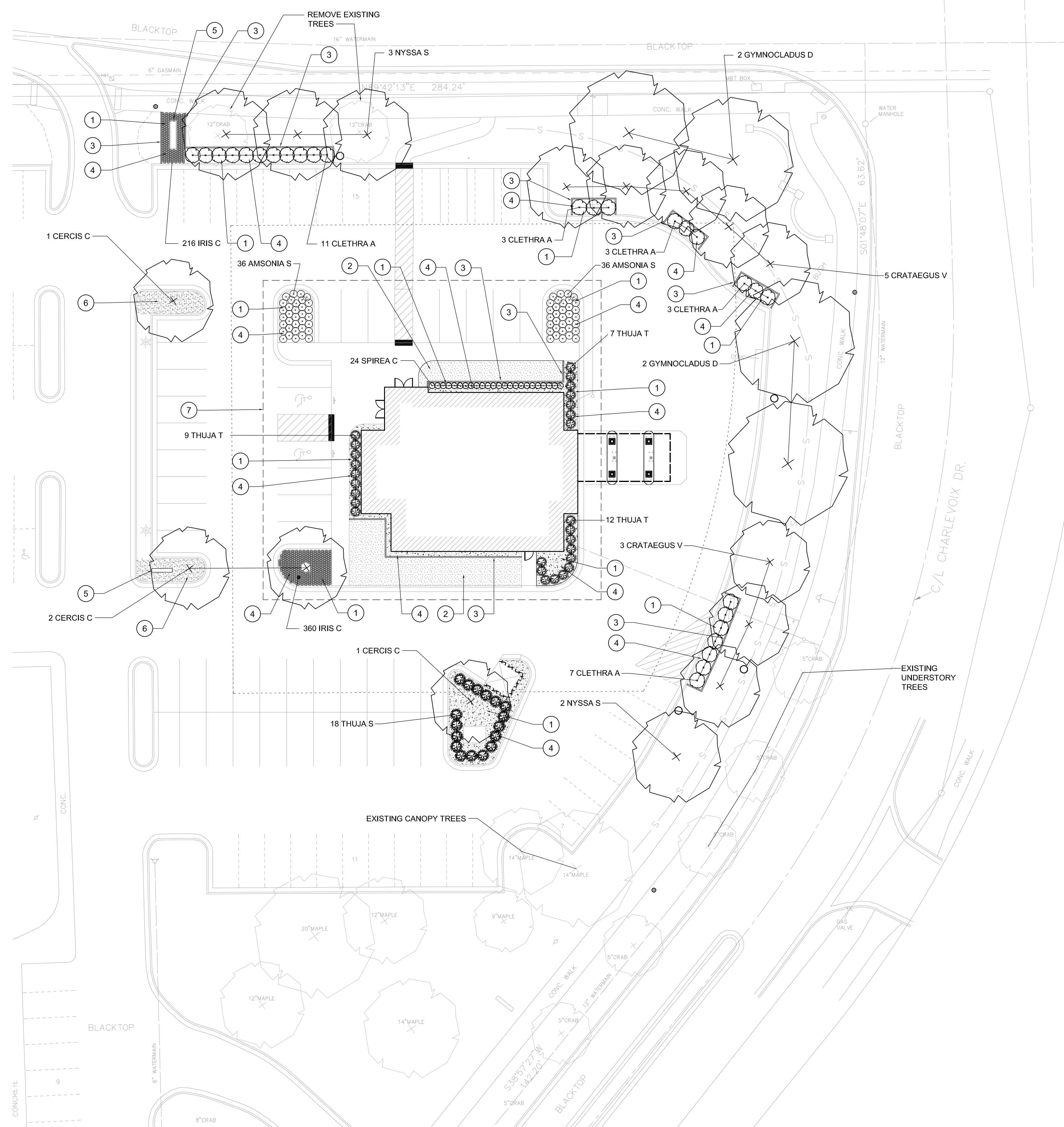
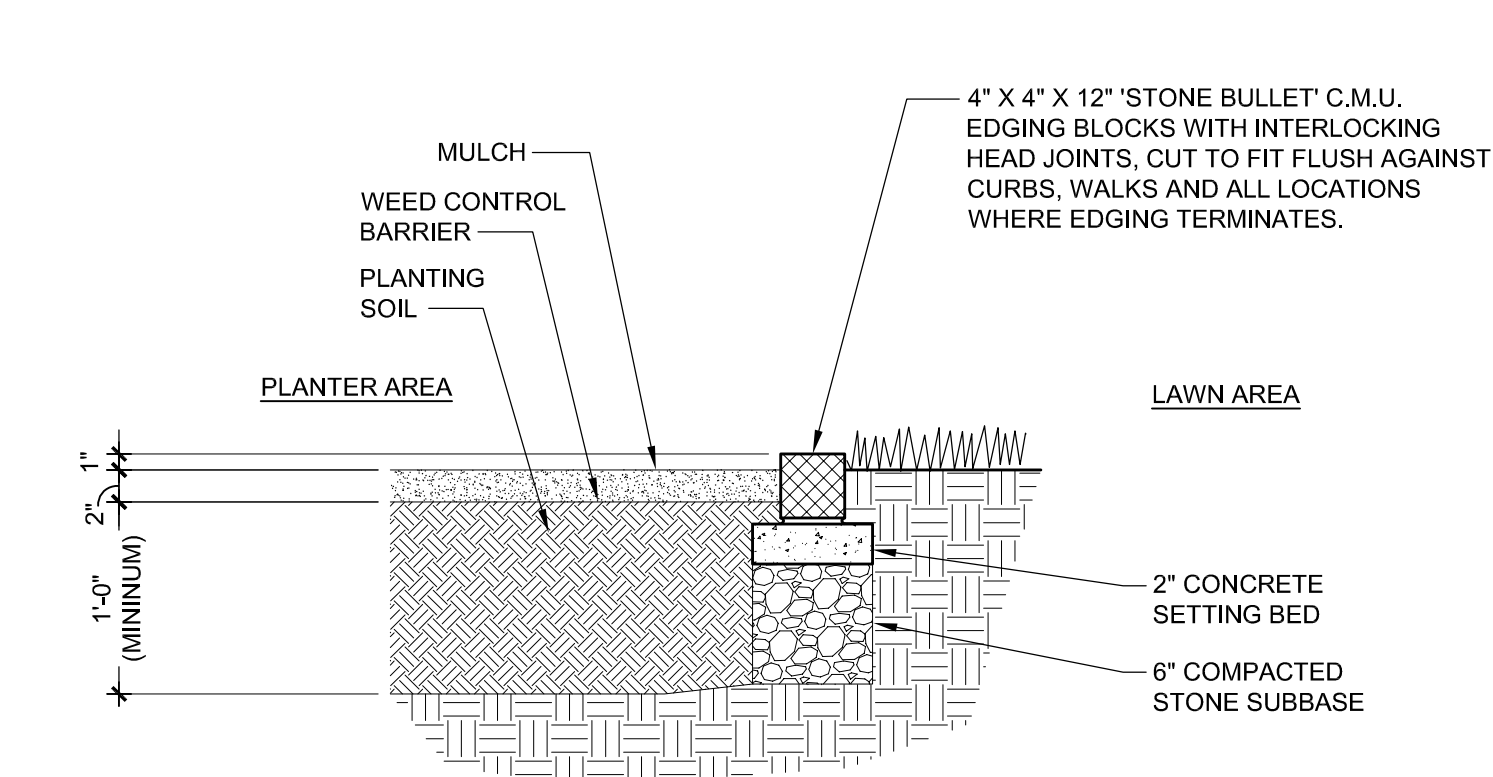
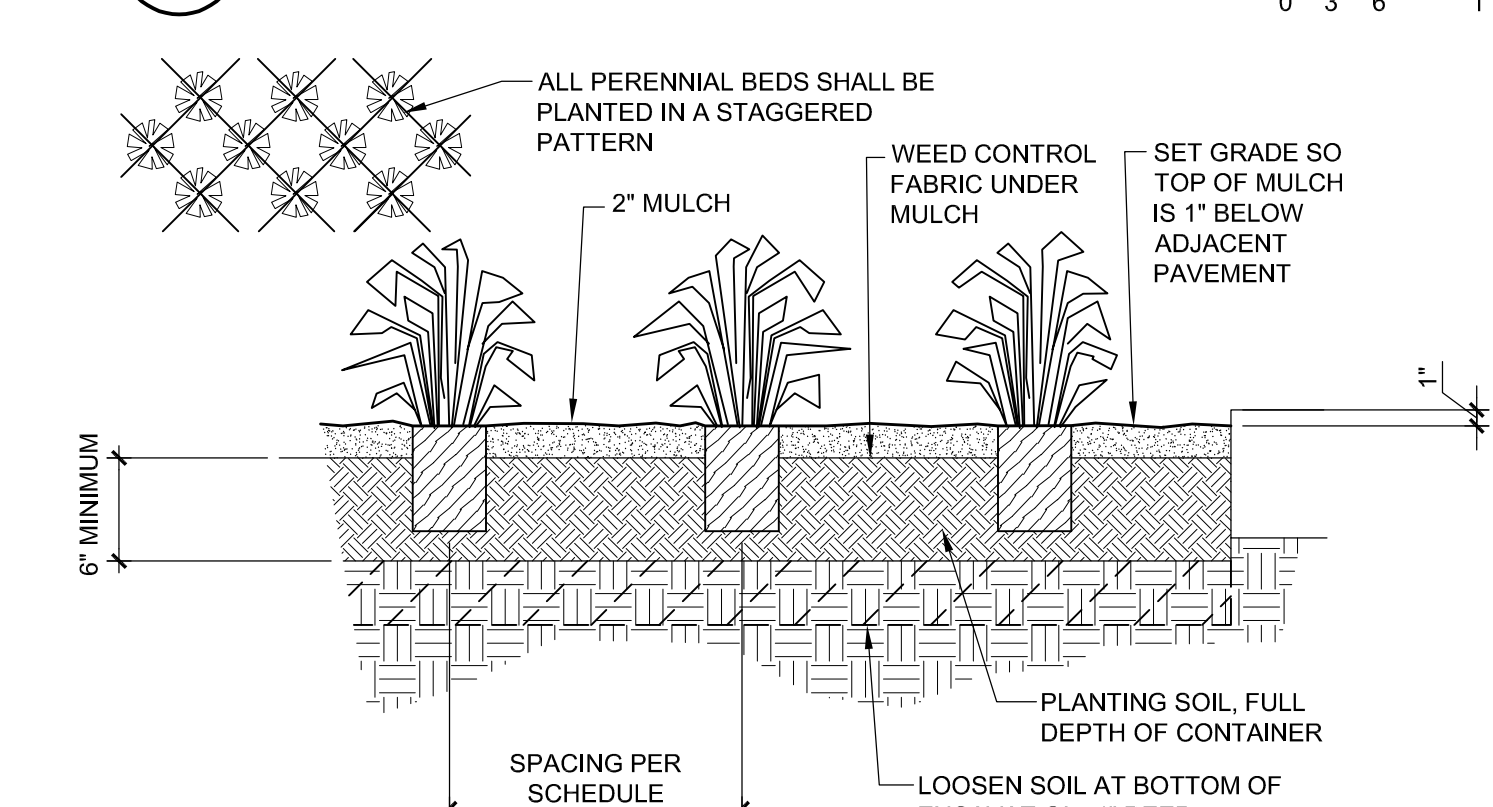
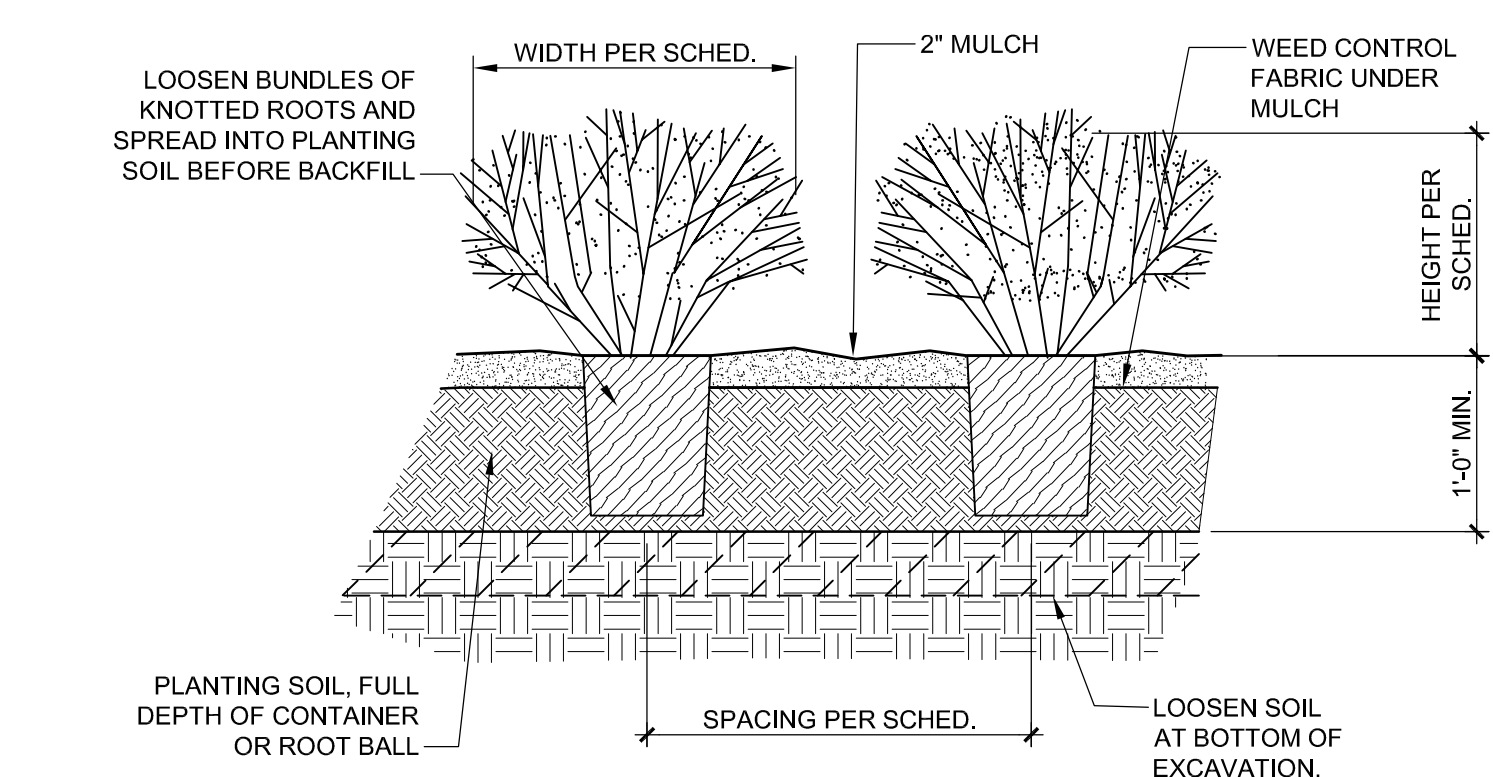
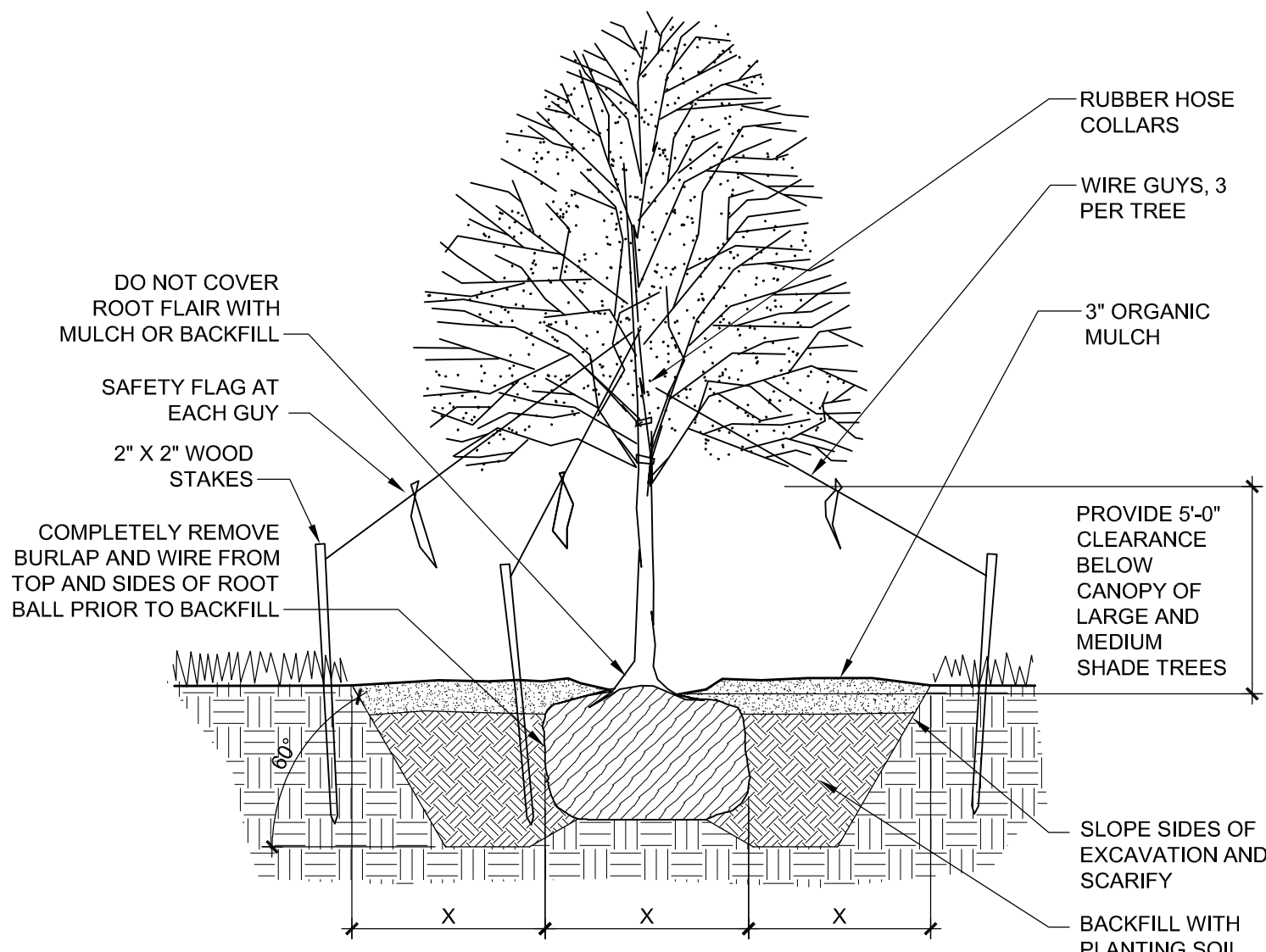
28TH ST. SE & CHARLEVOIX DR. SE  
GRAND RAPIDS, MI 49546



In association with:

**SITE KEYNOTES:**

1. PLANTER, BACKFILL WITH PLANTING SOIL, REFER TO 2L1.1, 3L1.1
2. NEW LAWN AREA, SOD.
3. STONE EDGING, REFER TO DETAIL 4L1.1.
4. RUBBER MULCH OVER WEED CONTROL BARRIER, REFER TO 2L1.1.
5. SIGN LOCATION (NOT IN CONTRACT).
6. STONE MULCH TO MATCH EXISTING OVER WEED CONTROL BARRIER
7. IRRIGATION AREA BOUNDARY



Revisions:

#	Description	Date

Designed By: D.E. Drawn By: R.H. Checked By: E.R.  
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Sheet title:  
**LANDSCAPE PLAN**

Architect's Project No: 2405-207 Date: May 2025

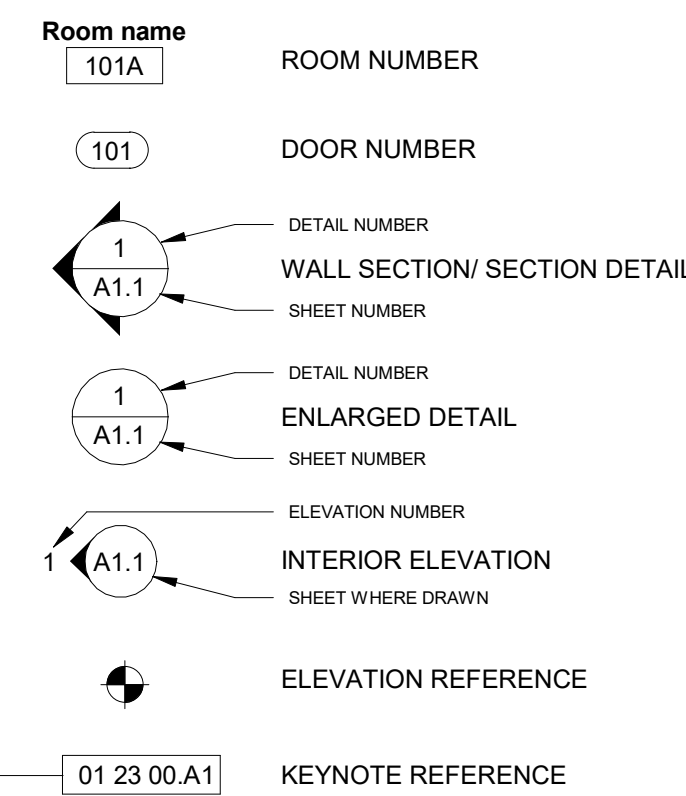
Drawing No:  
**L1.1**

**ABBREVIATIONS:**

Table with columns for abbreviations and their corresponding full names. Includes terms like A.F.F., ALUM., ALT., B.O., (B.S.), CLR., C.M.U., C.J., CONT., DIMS., ELEC., EQ., EXIST., EXT., E.W.C., F.E.C., GA., GALV., GYP.BD., H.T.D., HGT., H.M., HR., INT., MAX., MECH., MANF., MIN., M.O., MTL.STD., MTL., NOM., ON CENTER, O.C., O.P.O.I., O.H., P.L.M., P.E.B.M., PLUM., RAD., R.C.P., REF., RE- (TO), REQD., R.O., SIM., SIMILAR, SQUARE FEET, STRUCT., T.O., T.O.S., T.O.W., TYP., U.N.O., V., V.I.F., W., W.D., W.W.F., etc.

Facility Location: 28th & Charlevoix, Grand Rapids MI, 49546

**REFERENCE SYMBOLS:**



**Applicable Codes:**

- 2021 Michigan Building Code
2021 International Building Code Amended
2021 Michigan Mechanical Code
2021 International Mechanical Code Amended
2021 Michigan Energy Code
2021 International Energy Conservation Code
2021 Michigan Plumbing Code
2021 International Plumbing Code Amended
2023 Michigan Electrical Code
2023 NFPA 70 Amended
2012 International Fire Code
2015 International Fuel Gas Code

**Building Description:**

The project consists of a new single story free-standing facility. The facility will be used as a branch bank including offices, teller and drive-up banking functions.

Building Height: One (1) Story / 20 feet 6 inches

Seismic Design Category - B

Automatic Fire Suppression: Not Provided / Not Required.

Standpipes: Not required

Fire Alarm: Not Required, Smoke detectors provided.

Yards/Separations: The facility is free-standing with 60-foot open side yards or public ways on four (4) sides

**Areas:**

Table with 2 columns: Area and Square Feet. Includes Main Building (3,588 S.F.), Drive-Up Canopy (487 S.F.), Entrance Canopy (160 S.F.), and Total (4,235 S.F.).

**Gross Area**

3,588 S.F. (See Section 202)

**Occupant Load:**

Office Space: 36 Occupants 3,588 s.f. - 100 s.f./person
Total: 36 Occupants

Table titled '2021 IECC Envelope Requirements' with columns for Area, R-Value, and U-Value. Includes rows for Insulation, Walls, and Unheated Slabs.

**WALL TYPE LEGEND**

Table with columns for Material and Nominal/Actual Size. Lists materials like Cast-in-place concrete, Concrete masonry unit, Metal stud, Wood stud, Shaftwall, etc.

**NOMINAL/ ACTUAL SIZE**

CAST-IN PLACE CONCRETE WALLS (EXAMPLE SIZE SHOWN, REFER TO STRUCTURAL)

Table listing wall sizes for Masonry walls and Metal stud walls.

**MASONRY WALLS**

Table listing masonry wall specifications from 12" to 11-5/8" CMU.

**METAL STUD WALLS**

Table listing metal stud wall specifications including furring and stud sizes from 7/8" to 2x12 wood stud.

**WOOD STUD WALLS (ACTUAL)**

Table listing wood stud wall specifications from 2x2 to 2x12 wood stud.

**SHAFT WALL**

Table listing shaft wall specifications including 2-1/2" C-H shaftwall metal studs and 4" C-H shaftwall metal studs.

**SURFACES**

Table listing surface specifications for metal stud walls, including 1 layer 5/8" type 'X' GYP. BD. and 2 layers 5/8" type 'X' GYP. BD.

**CONDITIONS**

Table listing conditions for wall and finish, extending 6" above highest adjoining ceiling.

**EXAMPLE**

Table showing an example of a wall specification: 3-5/8" METAL STUD WITH 5/8" TYPE 'X' GYP. BD. EACH SIDE.

**GENERAL NOTES**

- 1. ALL PARTITIONS EXTEND TO STRUCTURE ABOVE UNLESS NOTED OTHERWISE.
2. REFER TO LIFE SAFETY PLAN FOR FURTHER INFORMATION REGARDING FIRE RISK RATINGS AND LOCATIONS.
3. REFER TO EXTERIOR WALL SECTIONS AND DETAILS FOR EXTERIOR WALL MATERIALS AND FINISHES.
4. STORAGE ROOMS GREATER THAN 100 SF SHALL BE CONSTRUCTED TO RESIST THE PASSAGE OF SMOKE.
5. PROVIDE 25 GAUGE METAL STUDS, UNLESS NOTED OTHERWISE OR REQUIRED BY METAL STUD GAUGE SELECTION CHART.
6. PROVIDE (2) 20 GAUGE METAL STUDS AT ALL WINDOW AND DOOR JAMBS.
7. ALL FIRE-RATED PARTITIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH APPROPRIATE U.L. ASSEMBLY.
8. REFER TO REFLECTED CEILING PLANS FOR LOCATIONS OF SOUND ATTENUATION BLANKETS.
9. PARTITIONS NOT REQUIRED TO EXTEND TO STRUCTURE ABOVE SHALL BE BRACED BY ATTACHING ALTERNATING DIAGONAL STUDS 48" O.C. (MAX.) FROM TOP OF PARTITION TO STRUCTURE ABOVE.
10. FIRE RATED WALLS TO RECEIVE ELECTRICAL OUTLET BOXES SHALL CONFORM TO THE FOLLOWING GUIDELINES. METALLIC OUTLET BOXES SHALL BE UTILIZED IN WALLS AND PARTITIONS WITH A TWO HOUR OR LESS CLASSIFICATION. THE SURFACE AREA OF INDIVIDUAL BOXES SHALL NOT EXCEED 16 SQUARE INCHES. THE AGGREGATE SURFACE AREA OF BOXES SHALL NOT EXCEED 100 SQUARE INCHES IN ANY 100 SQUARE FEET. BOXES LOCATED ON OPPOSITE SIDES OF RATED WALL OR PARTITIONS SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24 INCHES.

**Occupancy, Area and Construction Type**

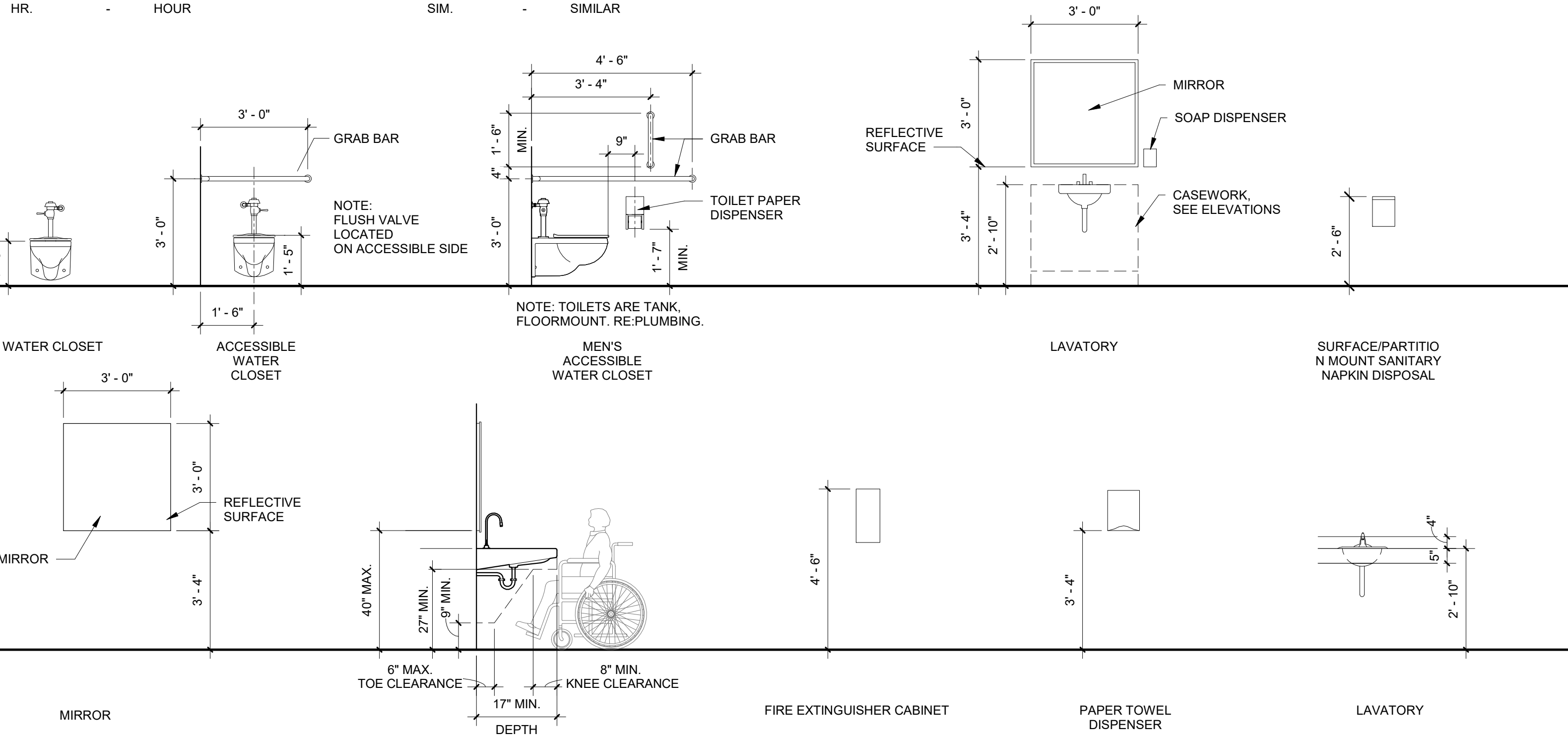
Table with 4 columns: ITEM/ELEMENT, ITEM/DESCRIPTION, STATE OF MICHIGAN REQUIREMENTS, NOTES/COMMENTS. Includes rows for Occupancy (Business), Allowable Area, Construction (Type II-B), Height in Stories, Height in Feet, and Sprinkler Application.

**Fire-Resistive Requirements**

Table with 4 columns: ITEM/ELEMENT, ITEM/DESCRIPTION, STATE OF MICHIGAN REQUIREMENTS, NOTES/COMMENTS. Includes rows for Fire-Resistive Ratings (Structural Frame, Exterior Non-Bearing Walls, Interior non-bearing walls, Roof / Ceiling), Fire Walls, Occupancy Separations, Incidental Use Areas, Flame Spread Ratings (Room Finish, Exit Enclosures, Corridors, Floor Finish, Textiles, Thermal/Acoustic Insul., Duct Insulation, Air Plenums), Maximum Smoke Density Ratings (Room Finish, Exit Enclosures, Corridors, Floor Finish, Textiles, Thermal/Acoustic Insul., Duct Insulation, Materials Exposed in Air Plenums), and Roof Covering.

**Exit Requirements**

Table with 4 columns: ITEM/ELEMENT, ITEM/DESCRIPTION, STATE OF MICHIGAN REQUIREMENTS, NOTES/COMMENTS. Includes rows for Two Exits Required For, Travel Distance, Common Path of Egress Travel, Exit Separation, Corridors, Corridors - General Design, Dead Ends, Doors, and Exit Door Locks.

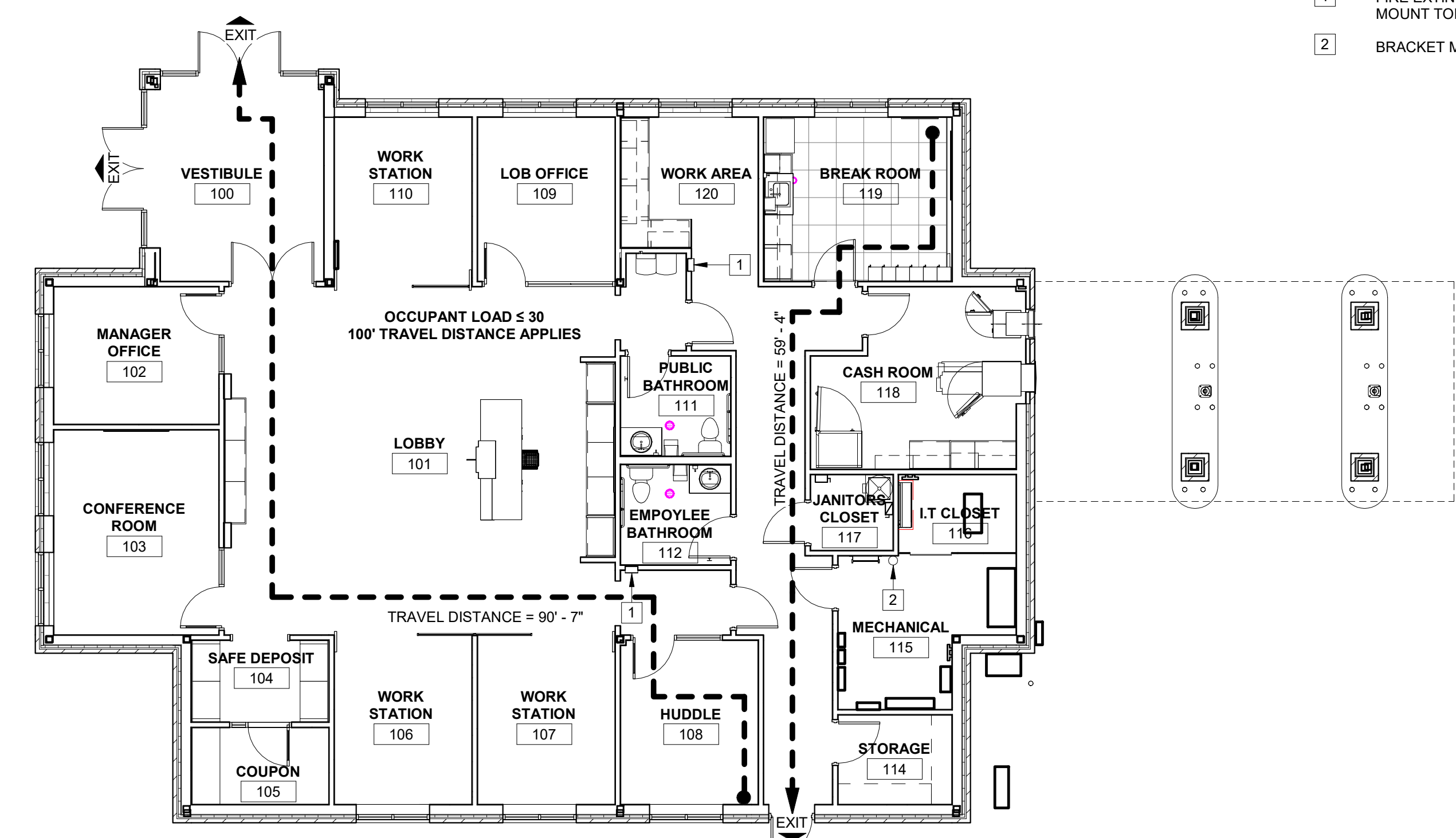


**GENERAL - STANDARD MOUNTING HEIGHTS**

3/8" = 1'-0"

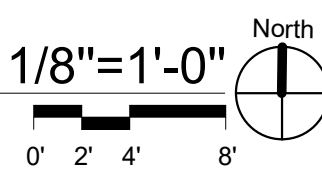
**LIFE SAFETY PLAN REFERENCE NOTES:**

- 1. FIRE EXTINGUISHER AND SEMI-RECESSED CABINET. MOUNT TOP OF CABINET AT +54" A.F.F.
2. BRACKET MOUNTED FIRE EXTINGUISHER.



**LIFE SAFETY FLOOR PLAN**

1/8" = 1'-0"



**NEW BANKING FACILITY**



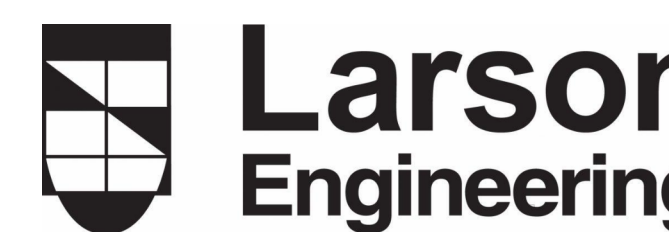
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GRAND RAPIDS, MI 49546



In association with:
exxel engineering, inc.
planners + engineers + surveyors

5525 CLYDE PARK SW, GRAND RAPIDS, MI 49509



2801 ENTERPRISE AVE., SUITE 200
APPLETON, WI 54913



700 COMMERCE DRIVE, SUITE 450
OAK BROOK, IL 60523

**Revisions:**

Table with 3 columns: #, Description, Date.

Designed By: ER, Drawn By: JV, Checked By: ER

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**Sheet title:**

**GENERAL INFORMATION**

Architect's Project No: 2405-207, Date: tbd

Drawing No: G1.0

**GENERAL FLOOR PLAN NOTES:**

1. TOP OF FIRST FLOOR CONCRETE SLAB ELEVATION ESTABLISHED AT 100'-0".
2. ALL DIMENSIONS ON FLOOR PLANS ARE FROM FACE OF FINISH GYPSUM BOARD, FACE OF MASONRY, FACE OF CONCRETE, FACE OF COMPOSITE PANEL OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
3. GYPSUM BOARD WALLS NOT REQUIRED TO EXTEND TO BOTTOM OF STRUCTURE ABOVE SHALL TERMINATE 6" ABOVE THE HIGHEST ADJOINING CEILING AND SHALL BE BRACED EITHER BY ATTACHING ALTERNATING DIAGONAL STUDS 48" O.C. FROM TOP OF WALL TO STRUCTURE OR BY EXTENDING WALL STUDS TO STRUCTURE ABOVE.
4. PROVIDE WOOD BLOCKING IN WALLS AND CEILING AS REQUIRED FOR INSTALLATION OF CASEWORK OR OTHER SURFACE MOUNTED ACCESSORIES.
5. FOR WALL TYPES REFER TO THE WALL TYPES SCHEDULE ON SHEET G1.0.
6. INTERIOR DOOR FRAME JAMBS TYPICALLY LOCATED 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE.
7. FOR INTERIOR FINISHES REFER TO THE ROOM FINISH SCHEDULE ON SHEET A6.1.
8. CONTRACTOR RESPONSIBLE FOR BLOCKING AS NECESSARY FOR OWNER PROVIDED EQUIPMENT EVEN IF NOT SHOWN ON PLANS. VERIFY WITH HCI IN THE FIELD.

**FLOOR PLAN REFERENCE NOTES:**

- 1 FIRE EXTINGUISHER AND SEMI-RECESSED CABINET. MOUNT TOP OF CABINET AT +54" A.F.F.
- 2 BRACKET MOUNTED FIRE EXTINGUISHER.
- 3 ROBE HOOKS. (GINGER 0310, SATIN NICKEL)
- 4 CONCRETE FILLED STEEL BOLLARD (36" HIGH UNO). BOLLARDS TO BE CORED, NOT SURFACE MOUNTED
- 5 JANITORS SINK. PROVIDE FIBERGLASS REINFORCED PLASTIC PANEL FROM TOP OF SINK TO 42" A.F.F. ON BOTH WALLS ADJACENT TO THE SINK. PROVIDE MOUNTED ACCESSORY HANGERS PER MECHANICAL DRAWINGS.
- 6 WASTE RECEPTACLE, OPOI
- 7 FLOOR PRINTER, OPOI
- 8 TELLER STATION. REFER TO ENLARGED PLANS ON SHEET A10.3
- 9 PROVIDE 8'-0" HIGH PLYWOOD BACKING PANEL 8" A.F.F. OVER GYPSUM BOARD WALL SURFACE. (PAINTED).
- 10 ROOF HATCH AND WALL MOUNTED LADDER. SEE DETAIL 2/A3.1.
- 11 INSULATED MILLWORK CABINET. SEE ENLARGED PLAN AND SECTION.
- 12 NIGHT DEPOSIT FURNISHED AND INSTALLED BY OWNER. COORDINATE EXACT OPENING SIZE AND REQUIREMENTS WITH OWNER.
- 13 ATM FURNISHED AND INSTALLED BY OWNER. GC TO COORDINATE EXACT OPENING SIZE, LOCATION AND REQUIREMENTS WITH OWNER.
- 14 AUTOMATIC OPERATOR PUSH PAD.
- 15 AUTOMATIC SWING DOOR OPENER. B.O.D. - STANLEY MAGIC FORCE. OPENER TO OPERATE RIGHT LEAF ONLY. LCN ON LEFT LEAF. AUTO OPERATOR TO OPEN BOTH DOORS. WITH DELAYED OPERATION FROM INNER AND OUTER DOORS. CARD READER TO BE LINKED TO OPERATOR ON BOTH DOORS.
- 16 OVERHEAD PNEUMATIC TUBE SYSTEM PROVIDED AND INSTALLED BY OWNER. GC TO COORDINATE EXACT LOCATION WITH OWNER.
- 17 BULKHEAD ABOVE. REFER TO CEILING PLANS.
- 18 WELDED WIRE PARTITION WITH SLIDING DOOR.
- 19 FURNITURE, O.P.O.I
- 20 RAISED CURB, RE: SECTIONS.
- 21 3/4" ALUM DOWNSPOUT, CONNECT TO ROOF DRAIN. RE: PLUMBING.
- 22 NOT USED.
- 23 BULLETIN BOARD, O.P.O.I. COORDINATE WITH OWNER FOR BLOCKING REQUIREMENTS.
- 24 T.V. MONITOR, RE: ELEC. OWNER PROVIDED, CONTRACTOR INSTALLED. VERIFY EXACT PLACEMENT OF MONITOR WITH OWNER PRIOR TO ELEC/DATA ROUGH-INS.
- 25 T.V. MONITOR AND WALL MOUNTED BRACKET, CONTRACTOR PROVIDED, CONTRACTOR INSTALLED. CONTRACTOR TO PROVIDE H.D.M.I CABLE FROM FLOOR BOX TO WALL JUNCTION IN CONFERENCE ROOM.
- 26 EMPLOYEE LOCKERS BY CASEWORK PROVIDER.
- 27 SAFE, OPOI.
- 28 COIN COUNTER, OPOI.
- 29 INSTANT ISSUE MACHINE, OPOI.
- 30 TRACAccess BOX, PROVIDED BY OWNER'S SECURITY CONSULTANT. G.C. TO COORDINATE LOCATION WITH LOCAL FIRE MARSHALL, AND PROVIDE ROUGH OPENING AND ACM PANEL FOR INSTALLATION.
- 31 KNOX BOX, MODEL 3200 WITH TAMPER SWITCH. COLOR: DARK BRONZE. RECESS IN BRICK.
- 32 WALL TO RECEIVE LEVEL 5 FINISH, WALL TO RECEIVE WALL COVERING.
- 33 SHELVING, OPOI
- 34 SAFETY DEPOSIT BOXES, OPOI.

**OLD NATIONAL BANK NEW FACILITY**



**OLD NATIONAL BANK**

28TH ST. SE & CHARLEVOIX DR. SE  
GRAND RAPIDS, MI 49546

**HAFER**  
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GRAND RAPIDS, MI 49509  
T: (616) 531-3660

**Larson Engineering**

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APPLETON, WI 54913  
T: (920) 734-8867

**CBRE**

700 COMMERCE DRIVE, SUITE 450  
OAK BROOK, IL 60523  
T: (xxx) xxx-xxxx

**In-Progress Dwg Set  
Not for Construction**  
4/30/2025  
5:00:09 PM

#	Description	Date

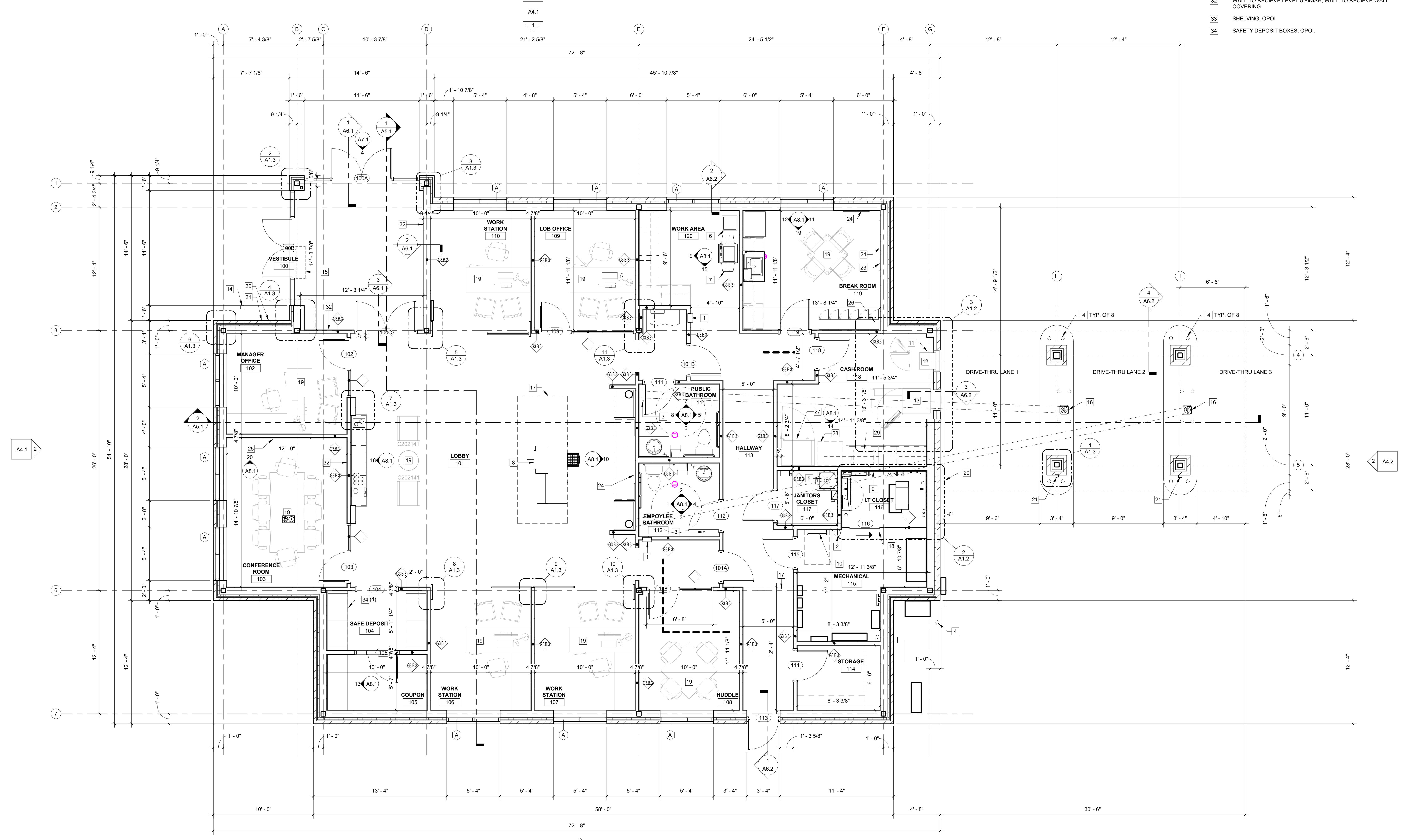
Designed By: ER  
Drawn By: JV  
Checked By: ER

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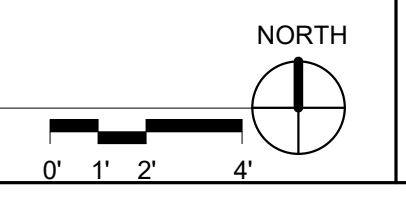
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**FLOOR PLAN**

Architect's Project No: 2405-207  
Date: April, 2025

Drawing No: **A1.1**



**FLOOR PLAN**  
1/4" = 1'-0"



Cascadia Township, May 19, 2025 Planning Commission Packet, Page 32 of 115



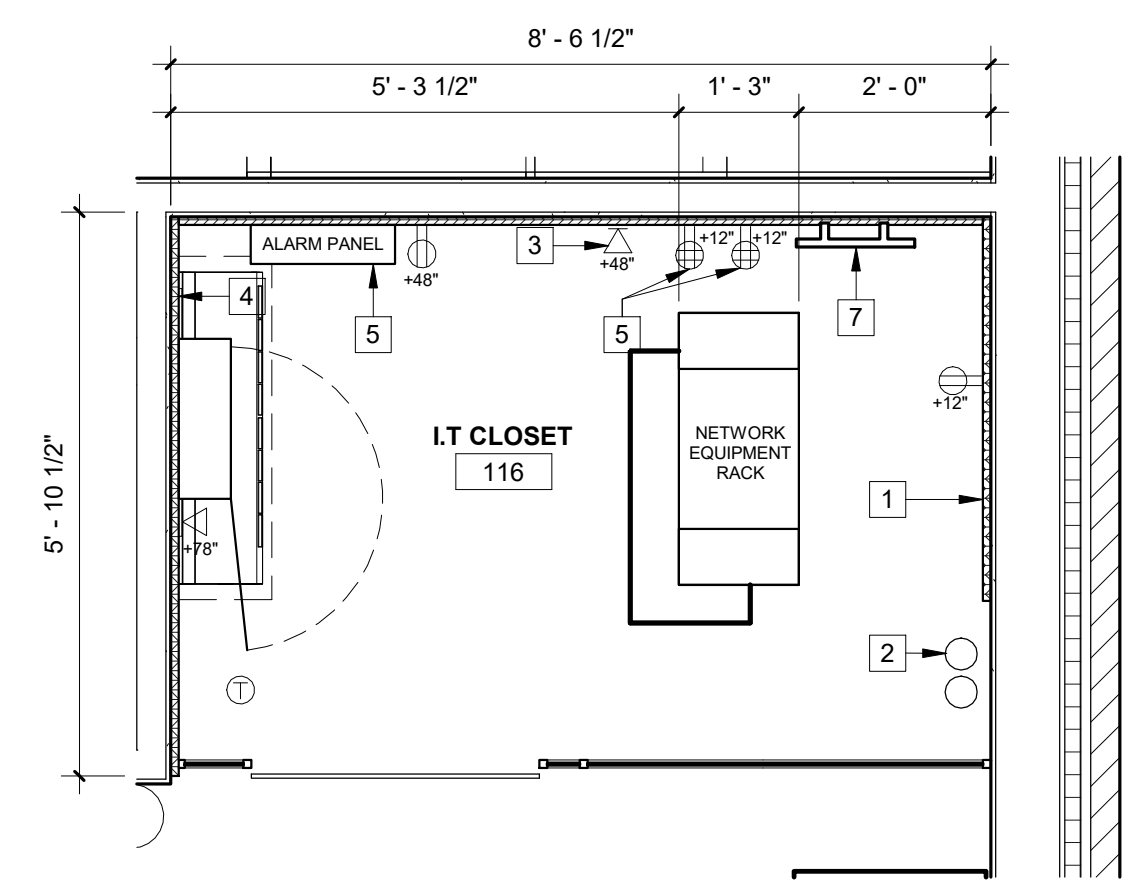
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04 20 00.A1	CONCRETE UNIT MASONRY (NOTE SIZE)
04 20 00.B1	BRICK VENEER
04 20 00.C1	MANUFACTURED STONE TRIM
04 20 00.C2	MANUFACTURED STONE VENEER
04 20 00.D1	ADJUSTABLE MASONRY VENEER ANCHOR 16" O.C. BOTHWAYS UNO
04 20 00.E3	HORIZONTAL JOINT REINFORCING
04 20 00.F1	SELF-ADHERING EMBEDDED WALL FLASHING
05 12 00.A1	STEEL COLUMN - SEE STRUCTURAL
05 40 00.A4	8" COLD-FORMED METAL FRAMING @ 16" O.C.
05 40 00.A5	2 1/2" COLD-FORMED METAL FRAMING @ 16" O.C.
05 50 00.F1	CONCRETE-FILLED STEEL BOLLARD (36" HIGH UNO)
06 10 53.B1	WOOD BLOCKING
06 16 00.A1	GLASS-MAT GYPSUM SHEATHING BOARD
07 21 00.C3	UNFACED BLANKET INSULATION - 3-1/2" (R-13) UNO
07 21 00.C5	UNFACED BLANKET INSULATION - 8"
07 21 00.C6	UNFACED BLANKET INSULATION - 2.5"
07 27 26.A1	FLUID-APPLIED MEMBRANE AIR BARRIER
09 22 16.A1	METAL STUDS - 3-5/8" AT 16" O.C. UNO
09 29 00.A1	GYPSUM BOARD - 5/8" UNO
31 20 00.A1	FINISH GRADE
31 20 00.D1	DRAINAGE COURSE
32 13 13.B1	CONCRETE PAVEMENT

- PHONE COMPANY EQUIPMENT ON 4'X8' RETARDANT PLYWOOD. DUPLEX 110V OUTLET AT 12" AFF.
- (2) 4" PVC CONDUIT FOR PHONE COMPANY ENTRY CABLE
- NETWORK JUNCTION BOX FOR WALL PHONE MOUNTED AT 48" AFF.
- CARD ACCESS PANEL MOUNTED ON 4'X8' FIRE RETARDANT PLYWOOD, 36" TO BOTTOM EDGE OF BOARD. BOX TO BE HARD WIRED BY E.C.. JUNCTION BOX FOR DATA PULL AT 78" AFF.
- ALARM PANELS MOUNTED ON 4'X8' FIRE RETARDANT PLYWOOD, 48" AFF TO BOTTOM EDGE OF BOARD. DUPLEX 100V OUTLET AT 48" AFF.
- QUAD OUTLET FOR RACK ON SEPERATE ISOLATED & GROUNDED CIRCUIT & QUAD OUTLET FOR DVR/CCTV/CAM AT 12" AFF.
- CHATSWORTH PRODUCTS INC. 40153-12 TMGB BUSBAR MOUNTED AT 6" AFF.

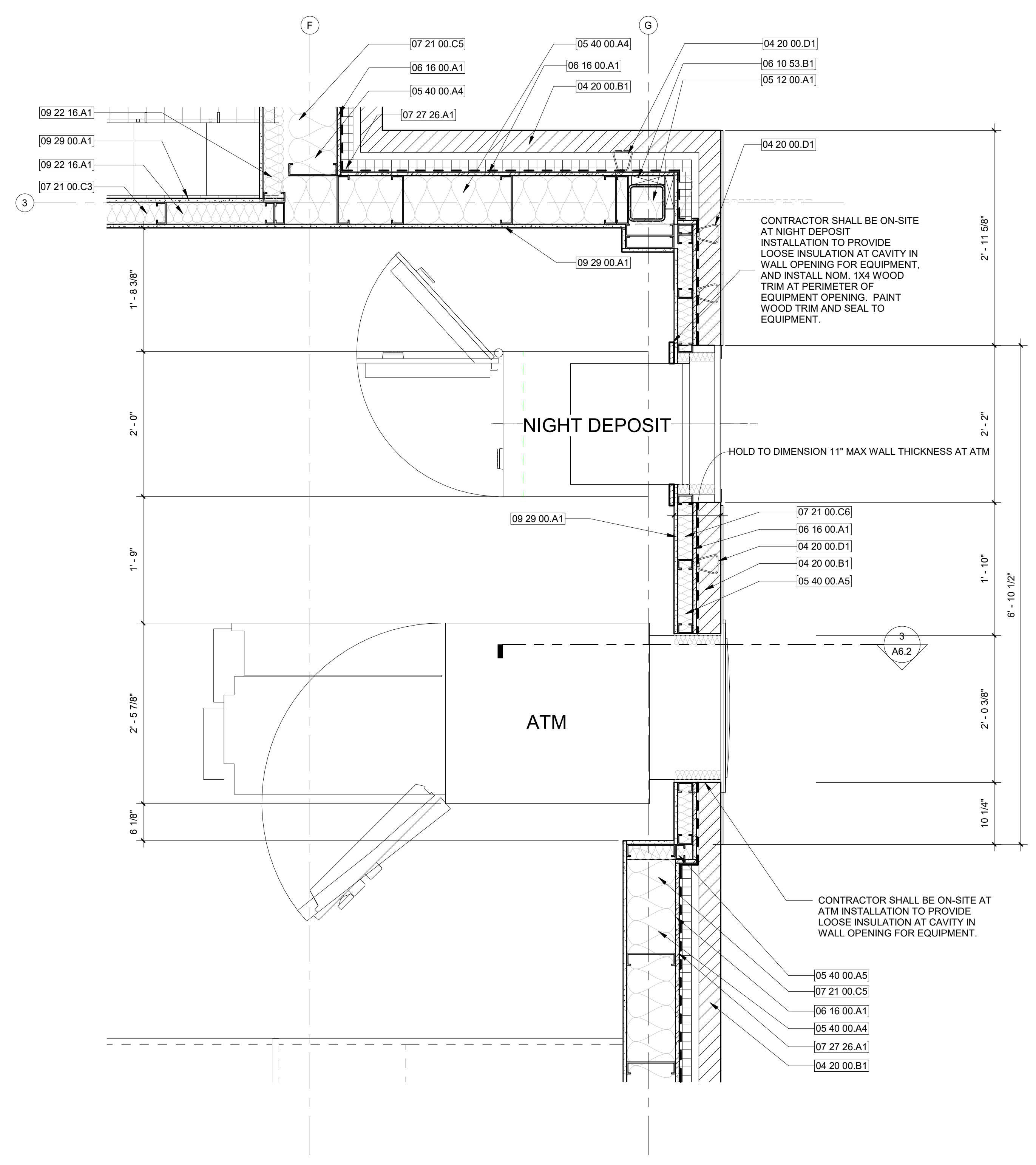
NOTE: MUSIC RECIEVER & CABLE TV EQUIPMENT ARE NOT BE BE INSTALLED IN THIS ROOM.

NOTE: LABEL ALL OUTLETS.

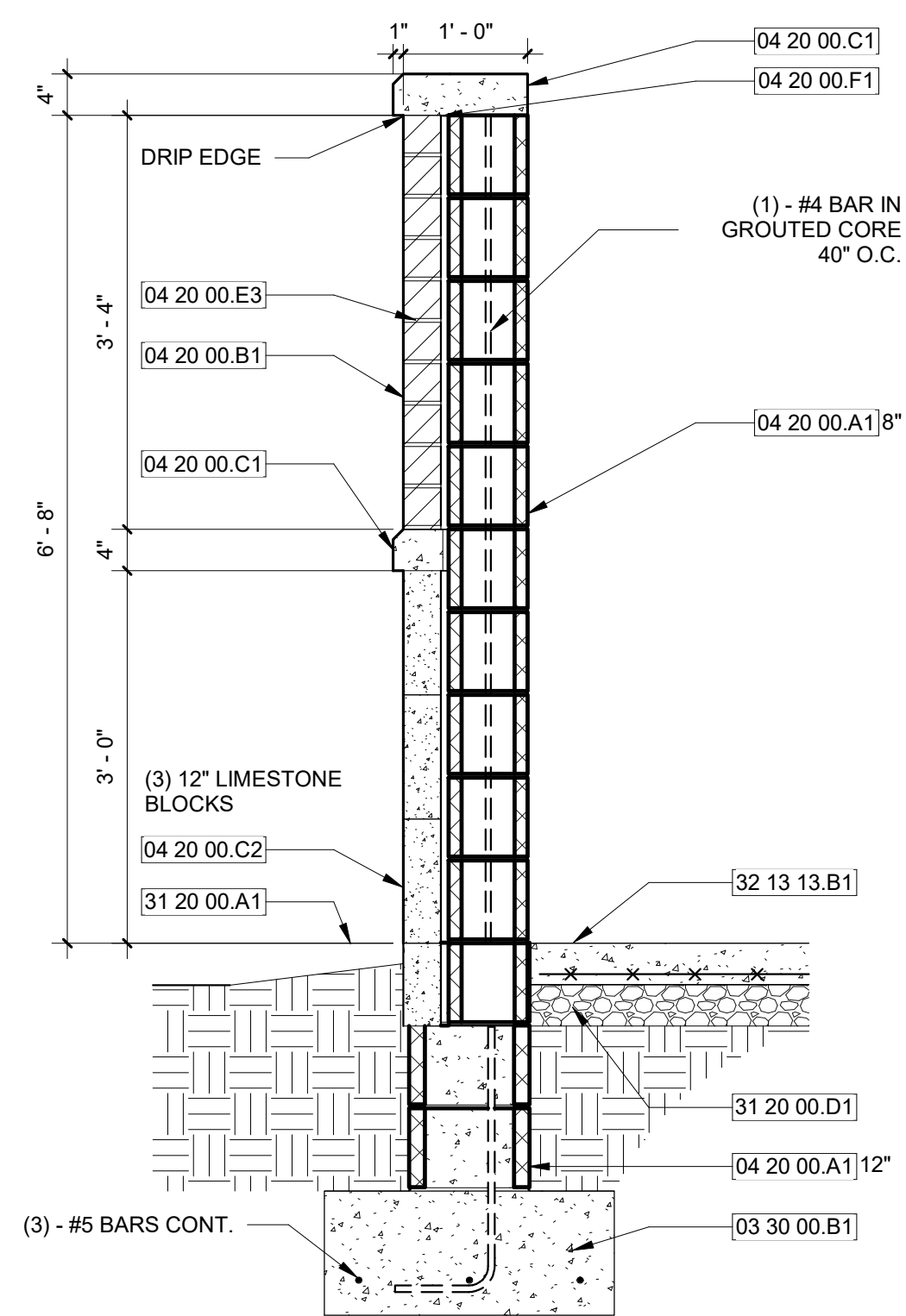
NOTE: COORDINATE WITH MECHANICAL ELECTRICAL DRAWINGS FOR FINAL LOCATIONS AS SHOWN ON THIS PLAN.



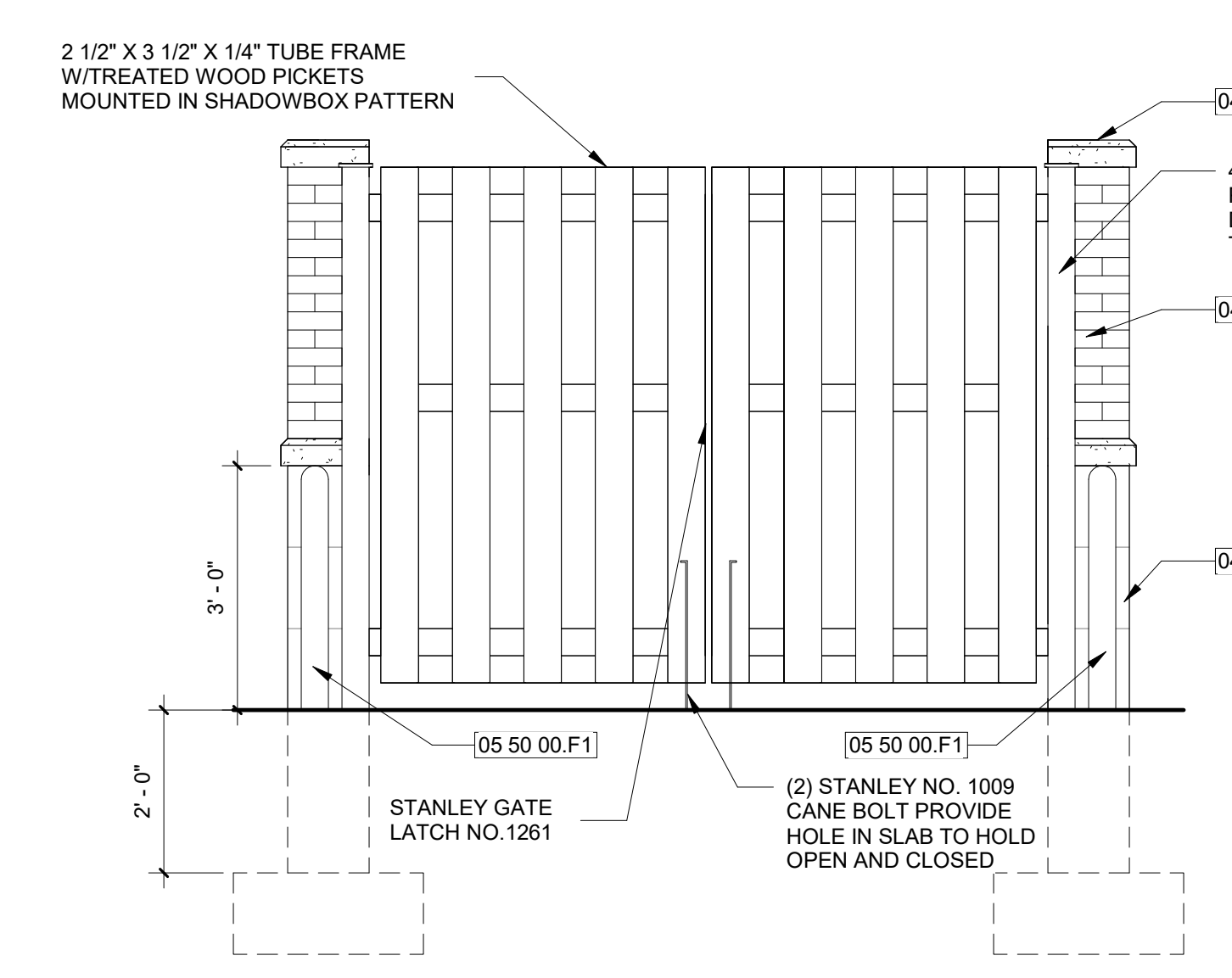
**2 IT ROOM LAYOUT**  
1/2" = 1'-0"  
North



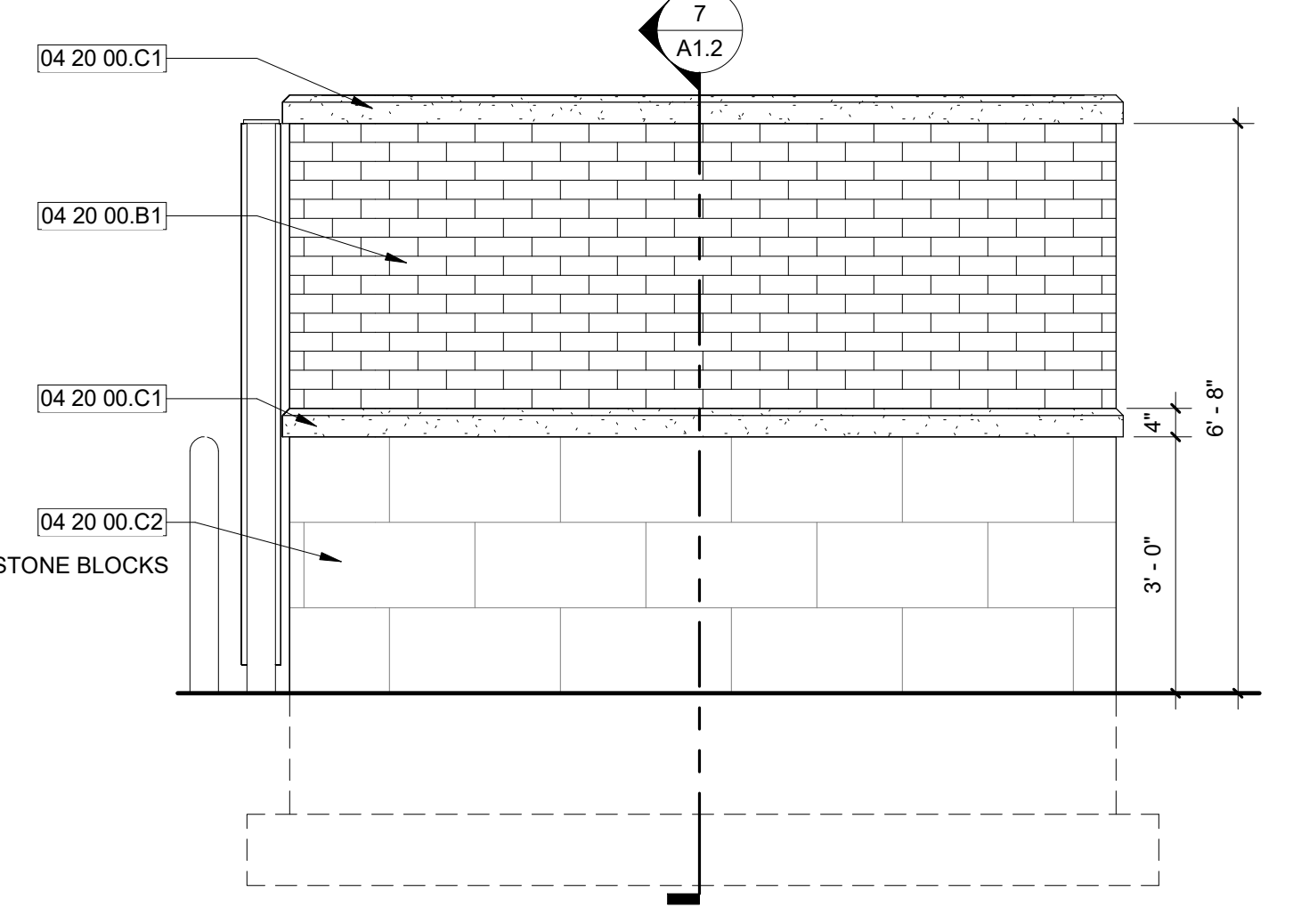
**3 PLAN DETAIL**  
1" = 1'-0"



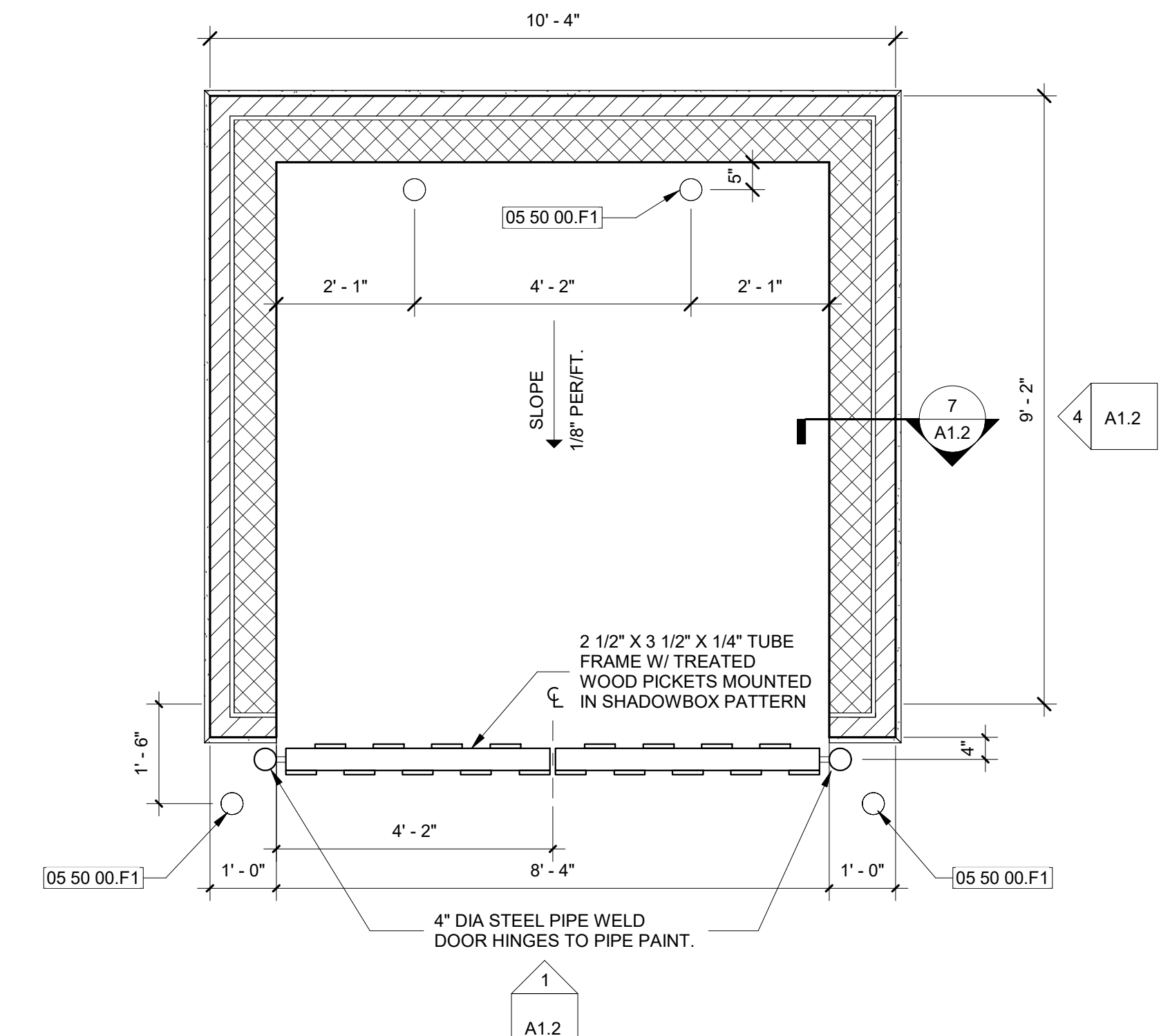
**7 DUMPSTER WALL SECTION**  
3/4" = 1'-0"



**1 FRONT ELEVATION - DUMPSTER**  
1/2" = 1'-0"



**4 SIDE ELEVATION - DUMPSTER**  
1/2" = 1'-0"



**6 DUMPSTER ENCLOSURE PLAN**  
1/2" = 1'-0"

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#	Description	Date

Designed By: ER  
Drawn By: JV  
Checked By: ER

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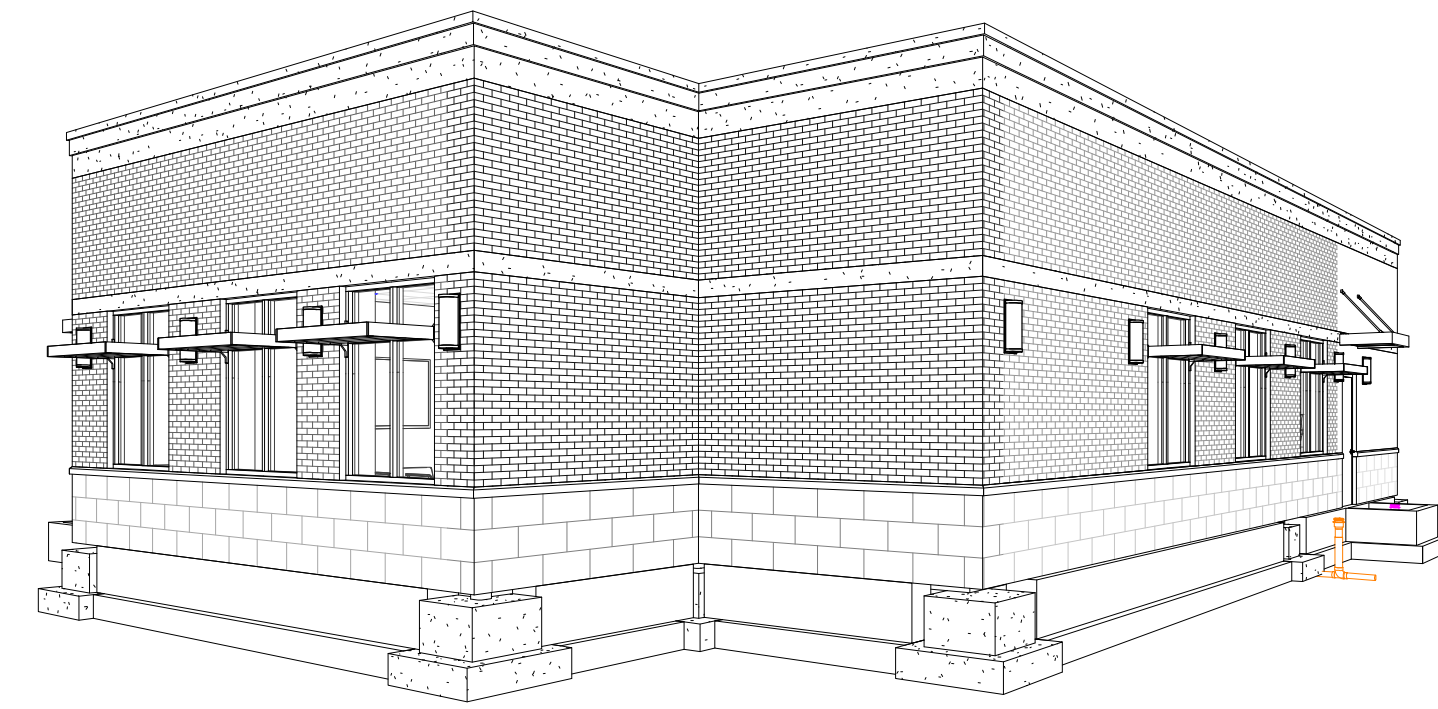
Sheet title:  
**PLAN DETAILS & SITE STRUCTURE**

Architect's Project No: 2405-207  
Date: April, 2025

Drawing No: **A1.2**



**NORTHWEST 3D VIEW**



**SOUTHWEST 3D VIEW**

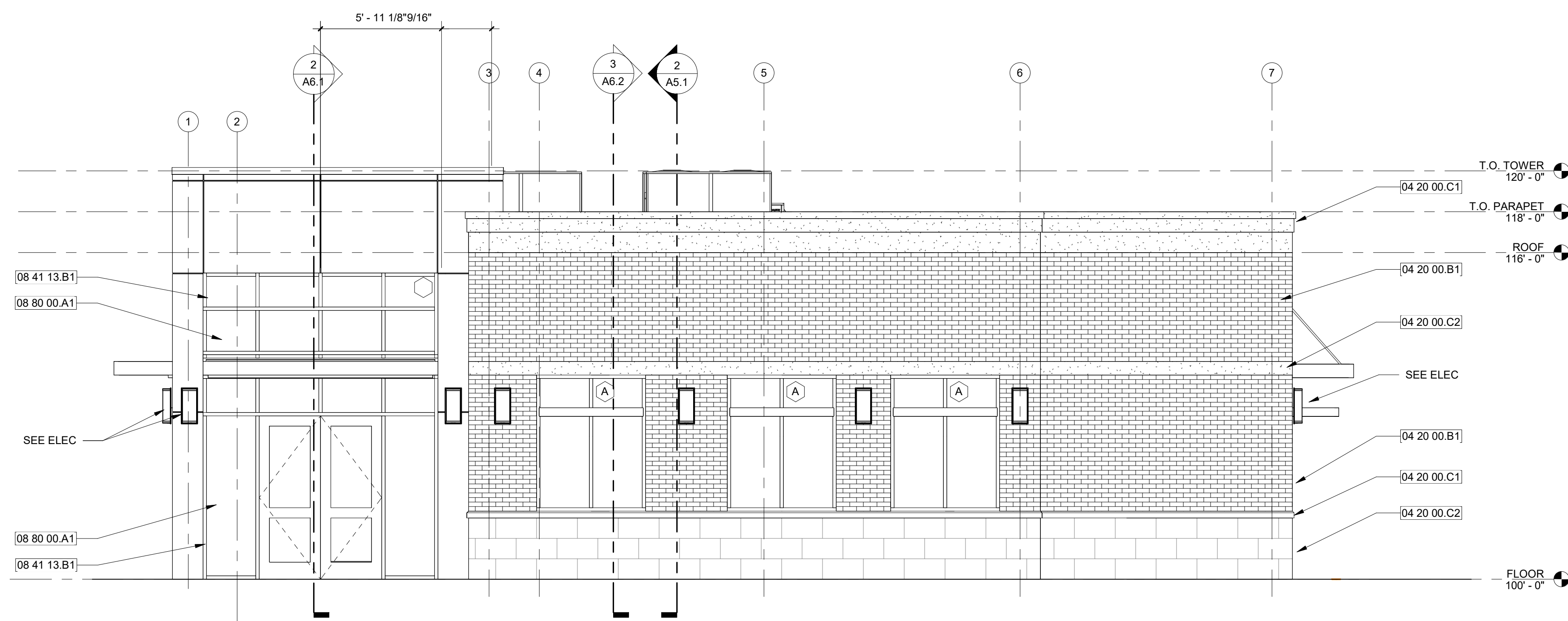
Keynote Legend	
Key Value	Keynote Text
04 20 00.B1	BRICK VENEER
04 20 00.C1	MANUFACTURED STONE TRIM
07 24 19.A1	INSULATION BOARD WITH EXTERIOR FINISH SYSTEM
07 71 00.A1	METAL COPING
08 41 13.B1	ALUMINUM STOREFRONT FRAMING
08 80 00.A1	INSULATED GLASS - TINTED
	MANUFACTURED STONE VENEER
	COMPOSITE METAL PANEL
A	ALUMINUM CURTAINWALL / STOREFRONT FRAMING
	MANUFACTURED STONE TRIM

**ELEVATION GENERAL NOTES:**

- ALL SIGNAGE BY OWNER. G.C. TO PROVIDE BLOCKING AS REQUIRED AND COORDINATE INSTALLATION.
- REFER TO SHEET A7.2 FOR WINDOWS A,B, AND C ELEVATIONS.
- CURTAINWALL AT LOBBY AND CLERESTORY ARE NOT SHOWN IN DIMENSIONED ELEVATIONS. REFER TO PLANS AND SECTIONS FOR MULLION SPACING.

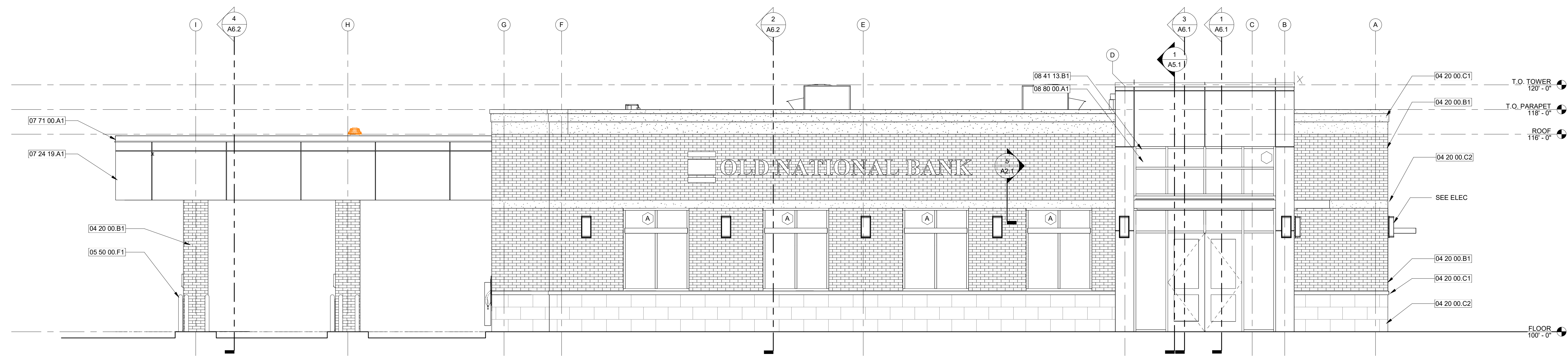
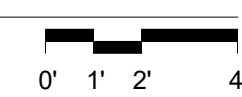
**GLAZING SCHEDULE:**

- TYPE 'A': 1" INSULATED TINTED  
 TYPE 'B': 5/8" INSULATED CLEAR  
 TYPE 'C': 1/4" CLEAR  
 TYPE 'S': 1" INSULATED SPANDREL  
 TYPE 'T': SUFFIX INDICATES TEMPERED



**WEST ELEVATION**

1/4" = 1'-0"



**NORTH ELEVATION**

1/4" = 1'-0"



**OLD NATIONAL BANK NEW FACILITY**



**OLD NATIONAL BANK**

28TH ST. SE & CHARLEVOIX DR. SE  
 GRAND RAPIDS, MI 49546

**HAFER**  
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 GRAND RAPIDS, MI 49509  
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**Larson Engineering**  
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 APPLETON, WI 54913  
 T: (920) 734-8867

**CBRE**  
 700 COMMERCE DRIVE, SUITE 450  
 OAK BROOK, IL 60523  
 T: (xxx) xxx-xxxx

**In-Progress Dwg Set**  
**Not for Construction**  
 4/30/2025  
 5:00:20 PM

#	Description	Date

Designed By: ER  
 Drawn By: JV  
 Checked By: ER

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Sheet title:  
**EXTERIOR ELEVATIONS**

Architect's Project No: 2405-207  
 Date: April, 2025

Drawing No: **A4.1**

Keynote Legend	
Key Value	Keynote Text
04 20 00.B1	BRICK VENEER
04 20 00.C1	MANUFACTURED STONE VENEER
04 20 00.C2	MANUFACTURED STONE TRIM
05 50 00.F1	INSULATOR BOARD WITH EXTERIOR FINISH SYSTEM
07 24 19.A1	INSULATOR BOARD WITH EXTERIOR FINISH SYSTEM
07 71 00.A1	METAL COPING
	BRICK VENEER
	MANUFACTURED STONE VENEER
	COMPOSITE METAL PANEL
A	ALUMINUM CURTAINWALL / STOREFRONT FRAMING
	MANUFACTURED STONE TRIM

- ELEVATION GENERAL NOTES:**
- ALL SIGNAGE BY OWNER. G.C. TO PROVIDE BLOCKING AS REQUIRED AND COORDINATE INSTALLATION.
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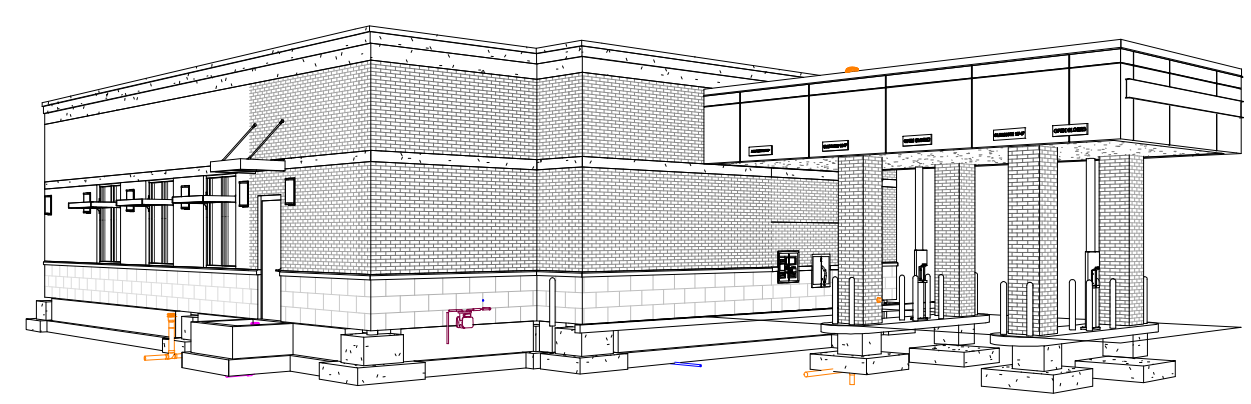
5252 CLYDE PARK S.W.  
 GRAND RAPIDS, MI 49509  
 T: (616) 531-3660

**Larson Engineering**

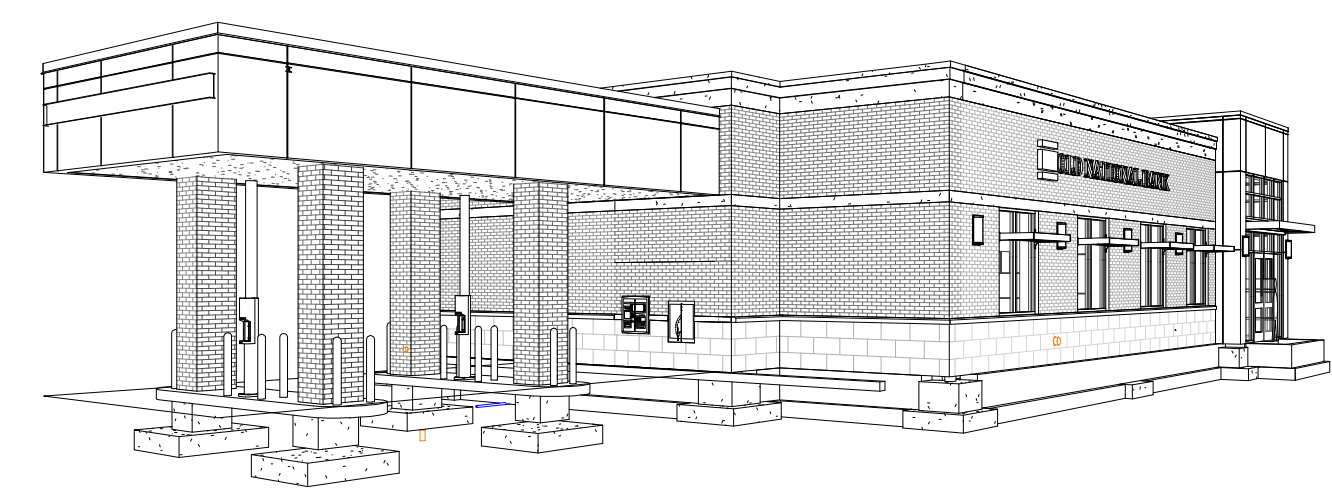
2801 ENTERPRISE AVE., SUITE 200  
 APPLETON, WI 54913  
 T: (920) 734-8867

**CBRE**

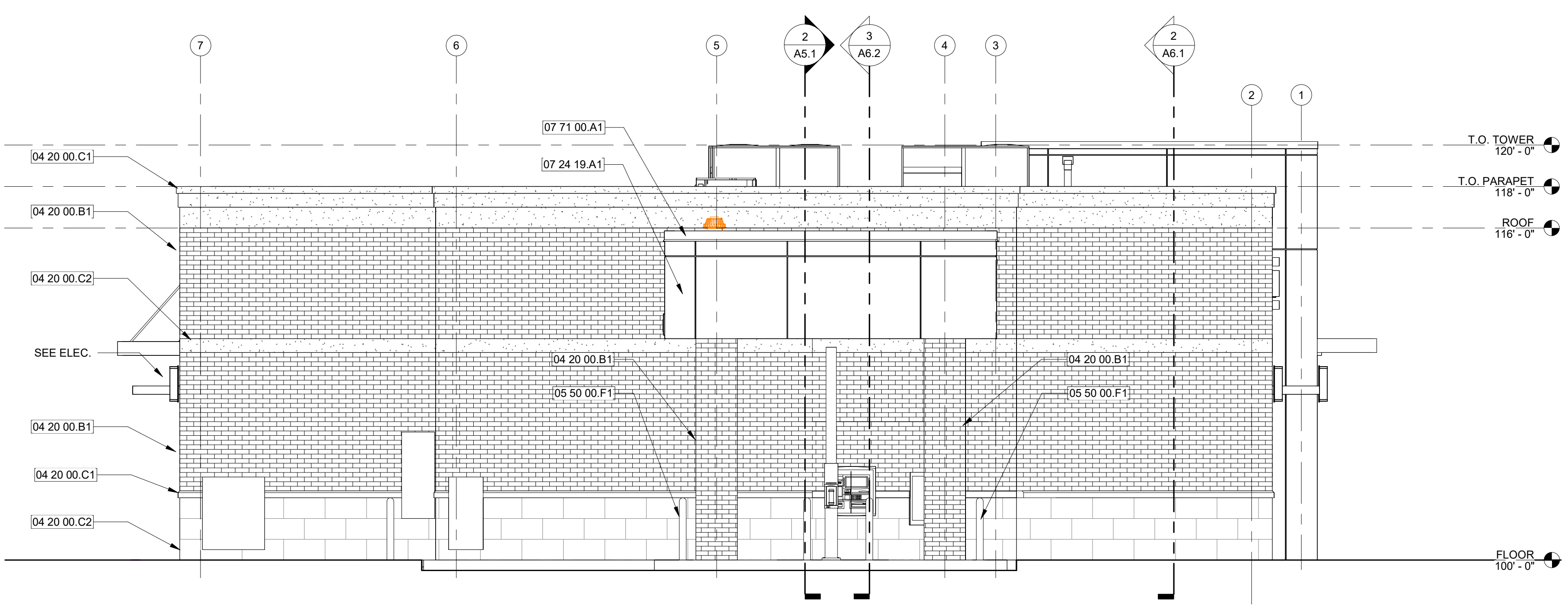
700 COMMERCE DRIVE, SUITE 450  
 OAK BROOK, IL 60523  
 T: (xxx) xxx-xxxx



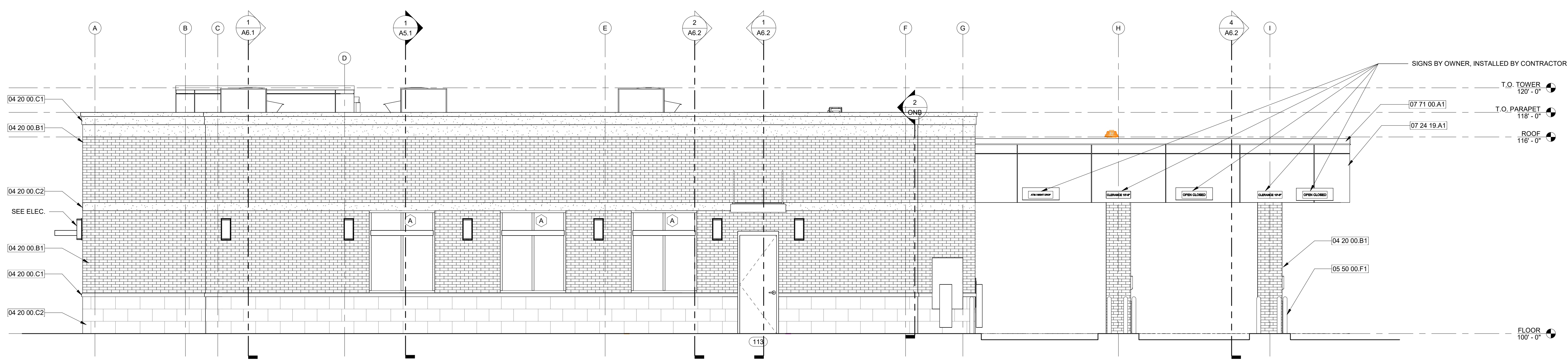
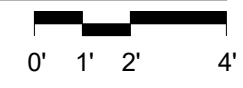
**SOUTHEAST 3D VIEW**



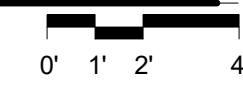
**NORTHEAST 3D VIEW**



**EAST ELEVATION**  
 1/4" = 1'-0"



**SOUTH ELEVATION**  
 1/4" = 1'-0"



**In-Progress Dwg Set**  
**Not for Construction**  
 4/30/2025  
 5:00:23 PM

Revisions:

#	Description	Date

Designed By: ER  
 Drawn By: JV  
 Checked By: ER

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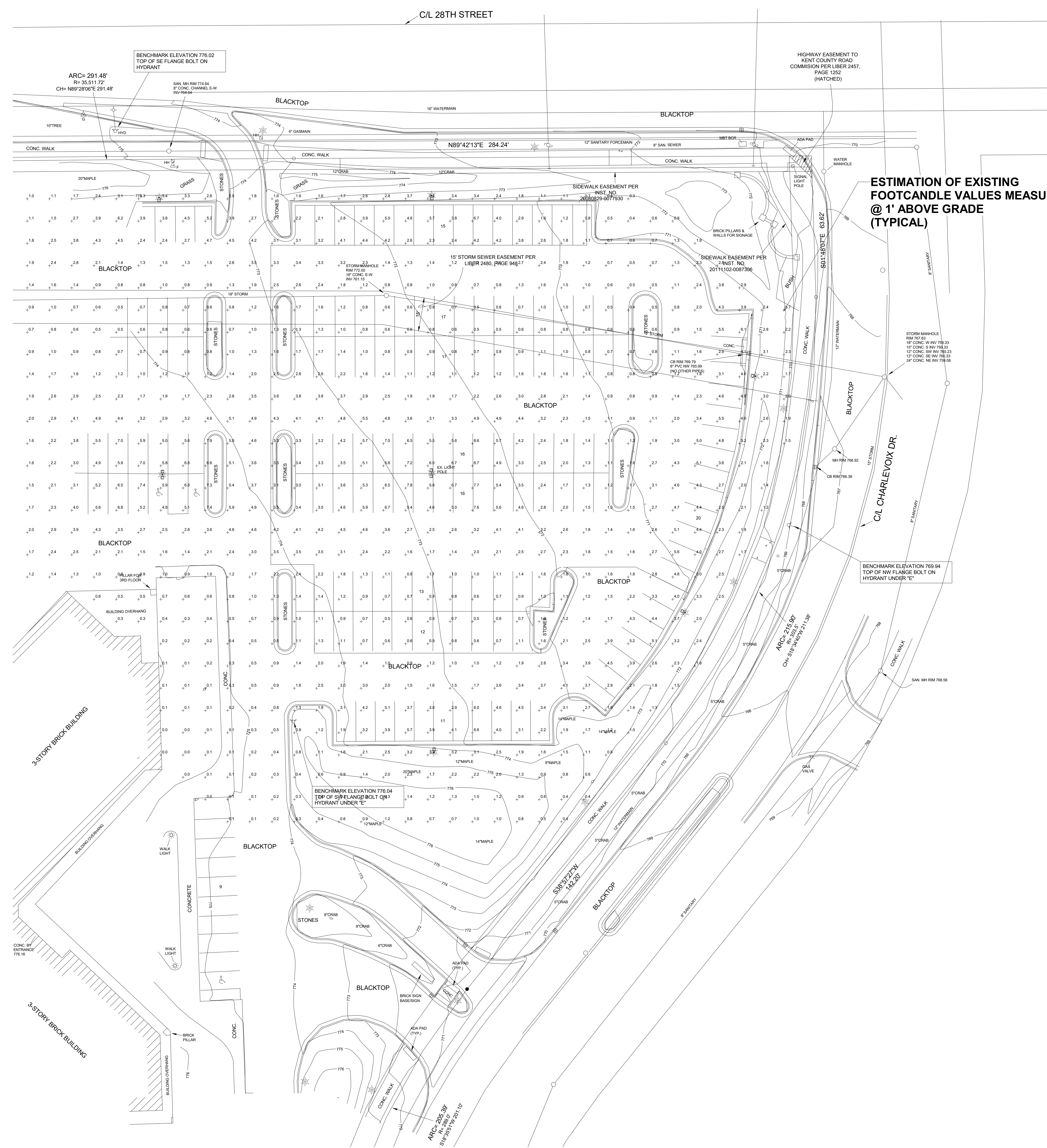
Sheet title:  
**EXTERIOR ELEVATIONS**

Architect's Project No: 2405-207  
 Date: April, 2025

Drawing No: **A4.2**



OLD NATIONAL BANK



**ESTIMATION OF EXISTING  
FOOTCANDLE VALUES MEASURED  
@ 1' ABOVE GRADE  
(TYPICAL)**

**EXISTING SITE LIGHTING**  
1" = 20'-0"

**In-Progress Dwg Set  
Not for Construction**  
5/9/2025  
7:58:00 AM

Revisions:

#	Description	Date

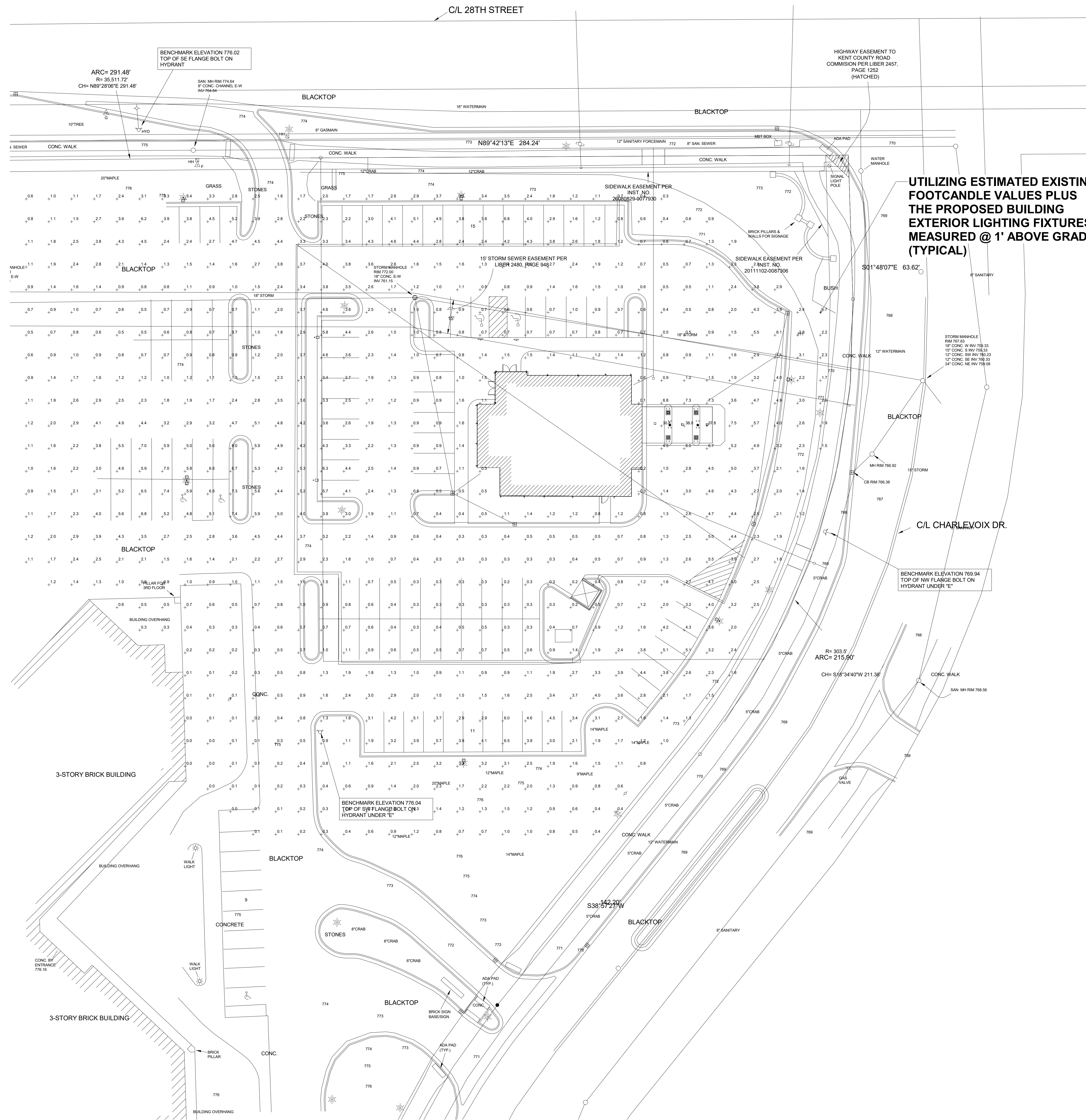
Designed By: \_\_\_\_\_ Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_

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Sheet title:  
**SITE LIGHTING - EXISTING**

Architect's Project No: **2405-207** Date: **April, 2025**

Drawing No: **E7.1**



**UTILIZING ESTIMATED EXISTING  
FOOTCANDLE VALUES PLUS  
THE PROPOSED BUILDING  
EXTERIOR LIGHTING FIXTURES  
MEASURED @ 1' ABOVE GRADE  
(TYPICAL)**

**SITE LIGHTING**  
1" = 20'-0"

**In-Progress Dwg Set  
Not for Construction**  
5/9/2025  
7:58:00 AM

Revisions:		
#	Description	Date

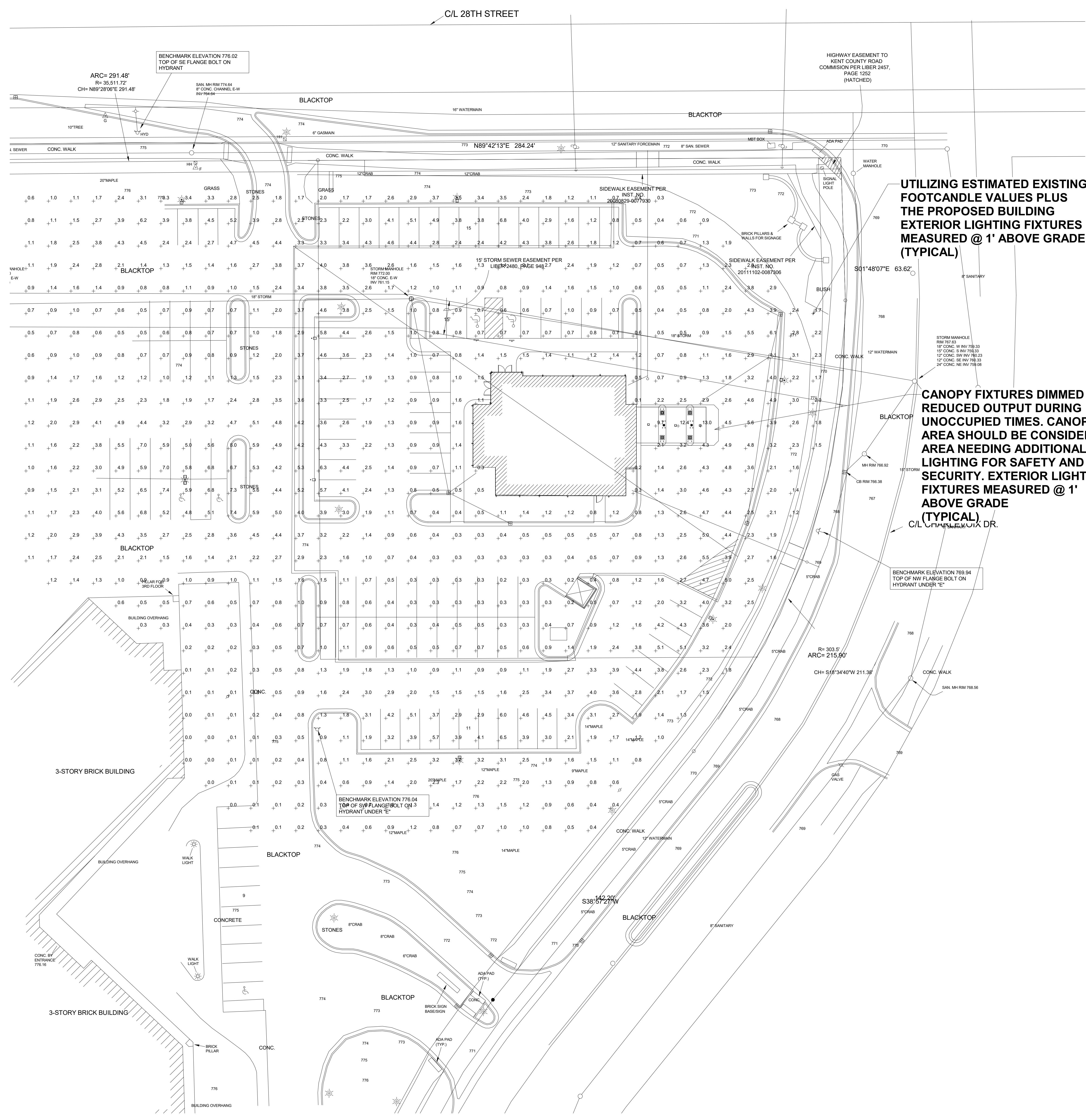
Designed By: \_\_\_\_\_ Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_

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Sheet title:  
**SITE LIGHTING - NEW**

Architect's Project No: **2405-207** Date: **April, 2025**

Drawing No: **E7.2**



**UTILIZING ESTIMATED EXISTING FOOTCANDLE VALUES PLUS THE PROPOSED BUILDING EXTERIOR LIGHTING FIXTURES MEASURED @ 1' ABOVE GRADE (TYPICAL)**

**CANOPY FIXTURES DIMMED TO REDUCED OUTPUT DURING UNOCCUPIED TIMES. CANOPY AREA SHOULD BE CONSIDERED AREA NEEDING ADDITIONAL LIGHTING FOR SAFETY AND SECURITY. EXTERIOR LIGHTING FIXTURES MEASURED @ 1' ABOVE GRADE (TYPICAL)**

**SITE LIGHTING DIMMED**

1" = 20'-0"

**In-Progress Dwg Set  
Not for Construction**  
5/9/2025  
7:58:00 AM

Revisions:

#	Description	Date

Designed By: \_\_\_\_\_ Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_

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Sheet title:  
**SITE LIGHTING - NEW DIMMED**

Architect's Project No: 2405-207 Date: April, 2025

Drawing No: **E7.2A**



# Architectural Wall Sconce



## FEATURES

- CCT & Power selectable capability.
- Superior efficacy, resulting in exceptional lumen output.
- Ideal for operation in low working temperatures.
- IP65 Rated: suitable for wet locations.
- Easy installation and operation.
- Energy saving, long lifespan.
- Light is soft and uniform, safe to eyes.
- Saves more energy than traditional lighting fixtures.
- Enhanced air-cooling system using metal heat sink.

## APPLICATIONS

Entrance lighting, courtyard lighting, Industrial lighting, Outdoor landscape lighting, Wall lighting, Building. Hotels

## PRODUCT DETAILS

### ELECTRICAL

Power (Selectable)	7W-10W-15W
Voltage	120-277VAC 50/60Hz
Current	0.08A-0.12A-0.16A
Power Factor	≥0.9
Total Harmonic Distortion (THD)	≤20%
Surge Protection	L-N :6kV, L&N-PE:6kV

### LIGHTING PERFORMANCE

Lumens	770lm-1100lm-1650lm
Efficacy	110lm/W
Color Temperature (Selectable)	3000K-4000K-5000K
Color Rendering (CRI)	80+
Light Distribution	Type IV Medium
BUG Rating (Backlight, Uplight, and Glare)	B1-U5-G1
Dimmable Lighting Control	0-10V Dimming

### ENVIRONMENT

Operating Temperature	-40°F ~ +122°F
Suitable Location	<b>WET</b>
Ingress Protection Rating (IP)	IP65

### LIFESPAN

Average Life (Hours)	50,000
Warranty (Years)	<b>5</b>

### COMPONENTS

LED Light Source	LUMILEDS SMD 2835
Driver	Asmart (HB-FL19F025B)

### CONSTRUCTION

Housing	Die-cast Aluminium
Diffuser	Clear
Finish	Black

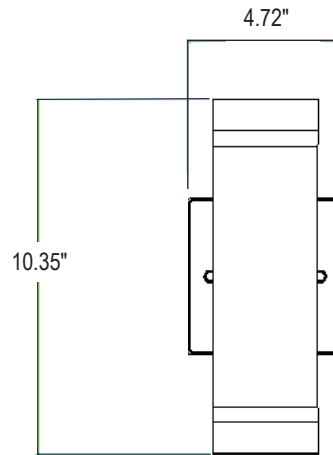
### PART NUMBER

Ordering Part Number	IK-AWS-7/10/15W-30/40/50K
----------------------	---------------------------

# Architectural Wall Sconce

## DIMENSIONS AND WEIGHT

<b>Width</b> (Inches)	4.72"
<b>Height</b> (Inches)	10.35"
<b>Net Weight</b> (lbs)	17.85



## PACKAGING

<b>Box Dimensions</b> (Inches)	16.14" x 11.8" x 11.02"
<b>Box Weight</b> (lbs)	20.27
<b>Quantity Per Box</b>	6

## TROUBLE SHOOTINGS

Troubles	Check Points
Flickering of the light	Turn off the power and turn on again in 3 minutes. If same phenomena occur, then call agencies.
Out of working	Please check the connection.

## NOTICE FOR USER

- Please turn off power before install or change assembly parts.
- The input voltage and lamps should be matched, after connecting the power line, Please make sure the wiring section is insulated.
- No-professionals, must not install and disassemble the lamps.

# 304 Series™

LED Recessed Soffit Luminaire

## Product Description

High performance energy efficient LED down light, designed for use in drop ceilings with 20-24" (508-610mm) on center building construction. Heavy gauge steel recessed mounting frame features 1-1/2" (38mm) deep aperture throat to accommodate most standard ceiling thicknesses, and universal mounting brackets that accept 1/2" (13mm) EMT conduit, C-channel mounting bars or flat bar hangers (all by others) with 5" (127mm) vertical adjustment from either above or below the ceiling. Luminaire is constructed from rugged die cast and extruded aluminum components. LED driver is mounted in a sealed weathertight center chamber that allows for access from below the luminaire. High performance heat sinks specifically designed for LED recessed soffit applications.

**Applications:** Petroleum stations, convenience stores, drive-thru banks and restaurants, retail and grocery

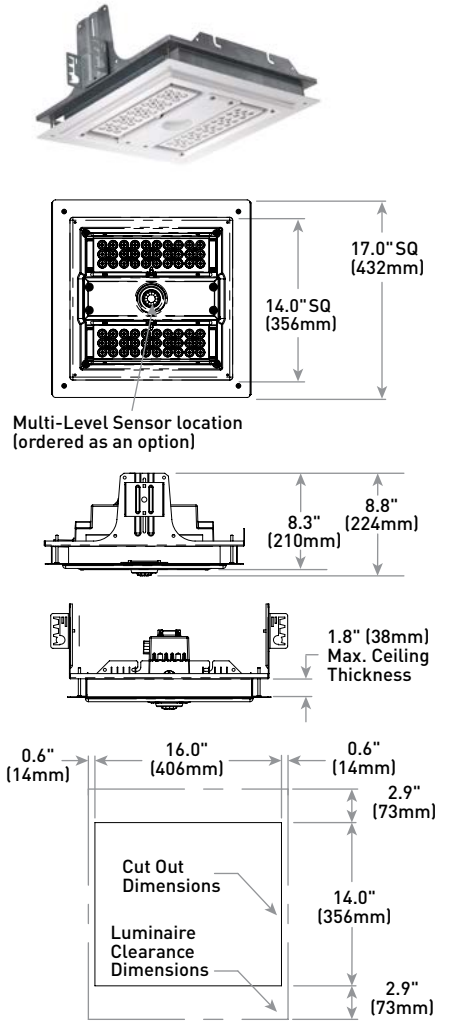
## Performance Summary

- Patented NanoOptic® Product Technology
- Assembled in the U.S.A. of U.S. and imported parts
- CRI:** Minimum 70 CRI
- CCT:** 4000K (+/- 300K), 5700K (+/- 500K) standard
- Limited Warranty†:** 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

† See <http://lighting.cree.com/warranty> for warranty terms

## Accessories

Field-Installed	
<b>Hand-Held Remote</b> XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required	<b>Mounting C-Channel</b> XA-MC14 - Pair of 14" (356mm) rigid 3/4" x 1/2" (19mm x 13mm) galvanized C-Channel bars XA-MC22 - Pair of 22" (559mm) rigid 3/4" x 1/2" (19mm x 13mm) galvanized C-Channel bars XA-MC30 - Pair of 30" (762mm) rigid 3/4" x 1/2" (19mm x 13mm) galvanized C-Channel bars
<b>Hanger Bar</b> <b>Mounting Brackets</b> XA-MB4 - Kit contains 4	



LED Count (x10)	Weight
04	22.5 lbs. (10.2kg)
06	22.5 lbs. (10.2kg)

## Ordering Information

Example: SFT-304-5M-RM-04-E-UL-WH-350

SFT-304	Product	Optic	Mounting	LED Count (x10)	Series	Voltage	Color Options	Drive Current	Options
SFT-304	5M Type V Medium 5S Type V Short PS Petroleum Symmetric SL Sparkle Petroleum	RM Recessed	04 06 - Available on Non-IC rated luminaires only	E	UL Universal 120-277V - For use with IC option only UH Universal 347-480V - For use with IC option only 12 120V - Available on Non-IC rated luminaires only 27 277V - Available on Non-IC rated luminaires only	BK Black BZ Bronze SV Silver WH White	350 350mA 525 525mA - Available on Non-IC rated luminaires only 700 700mA - Available on Non-IC rated luminaires only - Available on luminaires with 40 LEDs only	<b>DIM 0-10V Dimming</b> - Control by others - Refer to <a href="#">Dimming spec sheet</a> for details - Can't exceed specified drive current <b>F Fuse</b> - When code dictates fusing, use time delay fuse - Refer to <a href="#">PML spec sheet</a> for availability with PML options - Available with UL, 12 and 27 voltages only <b>IC Type IC Rated</b> - Available with 40 LEDs at 350mA only - Must specify UL or UH voltage <b>PML Programmable Multi-Level</b> - Refer to <a href="#">PML spec sheet</a> for details <b>40K 4000K Color Temperature</b> - Minimum 70 CRI - Color temperature per luminaire	



**Product Specifications**

**CONSTRUCTION & MATERIALS**

- High performance energy efficient LED down light, designed for use in drop ceilings with 20-24" (508-610mm) on center building construction
- Heavy gauge steel recessed mounting frame features 1-1/2" (38mm) deep aperture throat to accommodate most standard ceiling thicknesses, and universal mounting brackets that accept 1/2" (13mm) EMT conduit, C-channel mounting bars or flat bar hangers (all by others) with 5" (127mm) vertical adjustment from either above or below the ceiling
- Slim, low profile design
- Luminaire is constructed from rugged die cast and extruded aluminum components
- LED driver is mounted in a sealed weathertight center chamber that allows for access from below the luminaire
- High performance heat sinks specifically designed for LED recessed soffit applications
- Non-IC luminaires include voltage specific thermal protector to detect overheating
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze, silver, and white are available

**WEIGHT: SEE WEIGHT CHART ON PAGE 1 ELECTRICAL SYSTEM**

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- **10V Source Current:** 0.15mA
- **Operating Temperature Range:** IC: 350mA: -40°C - +30°C (-40°F - +86°F); Non-IC: 350mA: -40°C - +50°C (-40°F - +122°F); 525mA: -40°C - +40°C (-40°F - +104°F); 700mA: -40°C - +30°C (-40°F - +86°F)

**REGULATORY & VOLUNTARY QUALIFICATIONS**

- cULus Listed
- Suitable for wet locations
- Non-IC luminaires are thermally protected Type NON-IC in accordance with Article 410 of the NEC and UL 1598
- When IC option is selected, luminaire is Type IC in accordance with Article 410 of the NEC and UL 1598, suitable for direct contact with insulation
- Suitable for through wiring
- Meets FCC Part 15 standards for conducted and radiated emissions
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- RoHS compliant. Consult factory for additional details
- **CA RESIDENTS WARNING:** Cancer and Reproductive Harm - [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov)

Electrical Data*							
LED Count (x10)	System Watts 120-480V	Total Current (A)					
		120V	208V	240V	277V	347V	480V
350mA							
04	46	0.39	0.24	0.22	0.21	0.15	0.12
06	69	0.57	0.34	0.30	0.27	0.21	0.16
525mA							
04	71	0.59	0.35	0.31	0.28	0.21	0.16
06	101	0.84	0.49	0.43	0.38	0.30	0.22
700mA							
04	94	0.79	0.46	0.40	0.36	0.28	0.21

\* Electrical data at 25°C (77°F)

304 Series™ Ambient Adjusted Lumen Maintenance <sup>1</sup>					
Ambient	Initial LMF	25K hr Projected <sup>2</sup> LMF	50K hr Projected <sup>2</sup> LMF	75K hr Calculated <sup>3</sup> LMF	100K hr Calculated <sup>3</sup> LMF
5°C (41°F)	1.04	0.99	0.97	0.95	0.93
10°C (50°F)	1.03	0.98	0.96	0.94	0.92
15°C (59°F)	1.02	0.97	0.95	0.93	0.91
20°C (68°F)	1.01	0.96	0.94	0.92	0.90
25°C (77°F)	1.00	0.95	0.93	0.91	0.89

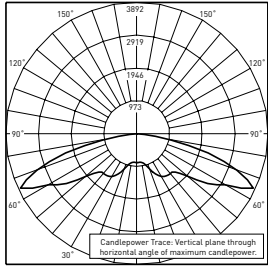
<sup>1</sup> Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing. Luminaire ambient temperature factors (LATF) have been applied to all lumen maintenance factors. Please refer to the [Temperature Zone Reference Document](#) for outdoor average nighttime ambient conditions  
<sup>2</sup> In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6x) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip  
<sup>3</sup> In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6x) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip



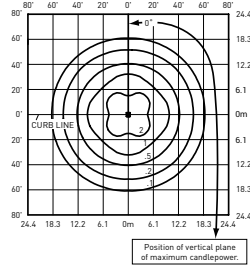
**Photometry**

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/canopy-and-soffit/304-series-1#>

**5M**



ITL Test Report #: 77285  
 PKG-304-5M-\*\*-06-E-UL-700-40K  
 Initial Delivered Lumens: 11,681

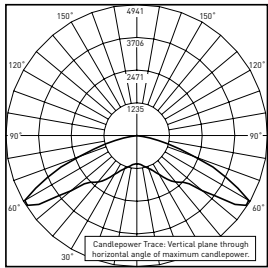


SFT-304-5M-\*\*-06-E-UL-525-40K  
 Mounting Height: 15' (4.6m)  
 Initial Delivered Lumens: 9,311  
 Initial FC at grade

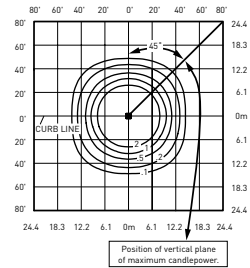
Type V Medium Distribution				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
<b>350mA IC Rated</b>				
04	4,291	N/A	4,456	N/A
<b>350mA Non-IC Rated</b>				
04	4,516	B3 U1 G1	4,690	B3 U1 G1
06	6,651	B3 U1 G1	6,907	B3 U1 G2
<b>525mA Non-IC Rated</b>				
04	6,323	B3 U1 G1	6,566	B3 U1 G1
06	9,311	B3 U1 G2	9,669	B3 U1 G2
<b>700mA Non-IC Rated</b>				
04	7,678	B3 U1 G2	7,973	B3 U1 G2

\* Initial delivered lumens at 25°C (77°F)  
 \*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit:  
<https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

**5S**



ITL Test Report #: 77876  
 PKG-304-5S-\*\*-06-E-UL-700-40K  
 Initial Delivered Lumens: 12,738



SFT-304-5S-\*\*-06-E-UL-525-40K  
 Mounting Height: 15' (4.6m)  
 Initial Delivered Lumens: 10,346  
 Initial FC at grade

Type V Short Distribution				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
<b>350mA IC Rated</b>				
04	4,768	B2 U0 G1	4,952	B2 U0 G1
<b>350mA Non-IC Rated</b>				
04	5,018	B2 U0 G1	5,211	B2 U0 G1
06	7,390	B3 U0 G1	7,674	B3 U0 G1
<b>525mA Non-IC Rated</b>				
04	7,025	B3 U0 G1	7,295	B3 U0 G1
06	10,346	B3 U0 G2	10,744	B3 U0 G2
<b>700mA Non-IC Rated</b>				
04	8,531	B3 U0 G1	8,859	B3 U0 G1

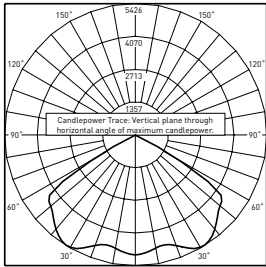
\* Initial delivered lumens at 25°C (77°F)  
 \*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit:  
<https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>

# 304 Series™ LED Recessed Soffit Luminaire

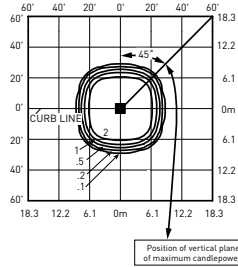
## Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/canopy-and-soffit/304-series-1#>

### PS



ITL Test Report #: 76940  
CAN-304-PS-\*\*-06-E-UL-700-40K  
Initial Delivered Lumens: 13,581

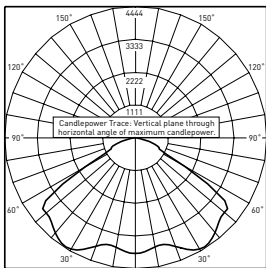


SFT-304-PS-\*\*-06-E-UL-525-40K  
Mounting Height: 15' (4.6m)  
Initial Delivered Lumens: 10,576  
Initial FC at grade

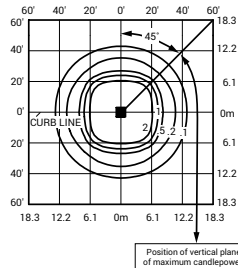
Petroleum Symmetric Distribution		
LED Count (x10)	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*
350mA IC Rated		
04	4,874	5,062
350mA Non-IC Rated		
04	5,130	5,327
06	7,554	7,844
525mA Non-IC Rated		
04	7,181	7,458
06	10,576	10,982
700mA Non-IC Rated		
04	8,720	9,056

\* Initial delivered lumens at 25°C (77°F)

### SL



ITL Test Report #: 77415  
CAN-304-SL-\*\*-06-E-UL-700-40K  
Initial Delivered Lumens: 12,707



SFT-304-SL-\*\*-06-E-UL-525-40K  
Mounting Height: 15' (4.6m)  
Initial Delivered Lumens: 10,231  
Initial FC at grade

Sparkle Petroleum Distribution		
LED Count (x10)	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*
350mA IC Rated		
04	4,291	4,456
350mA Non-IC Rated		
04	4,962	5,153
06	7,308	7,589
525mA Non-IC Rated		
04	6,947	7,214
06	10,231	10,624
700mA Non-IC Rated		
04	8,436	8,760

\* Initial delivered lumens at 25°C (77°F)



# D-Series Size 0 LED Area Luminaire



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

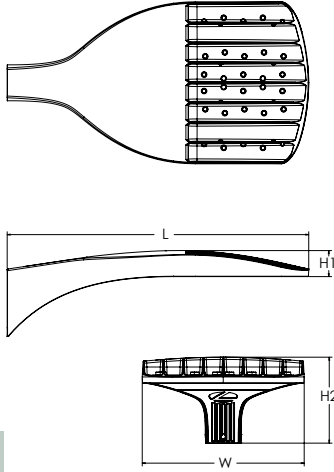
## Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

## Specifications

EPA:	0.44 ft <sup>2</sup> (0.04 m <sup>2</sup> )
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)



**ds** Design Select options indicated by this color background.



Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit [www.acuitybrands.com/designselect](http://www.acuitybrands.com/designselect). \*See ordering tree for details

## Ordering Information

**EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD**

DSX0 LED	Series	LEDs	Color temperature <sup>2</sup>	Color Rendering Index <sup>2</sup>	Distribution	Voltage	Mounting
<b>DSX0 LED</b>	<b>Forward optics</b>	(this section 70CRI only)			AFR Automotive front row	<b>TSM</b> Type V medium	<b>Shipped included</b>
	P1 P5	30K 3000K	70CRI	T15 Type I short	<b>T5LG</b> Type V low glare	<b>MVOLT</b> (120V-277V) <sup>4</sup>	<b>SPA</b> Square pole mounting (#8 drilling, 3.5" min. SQ pole)
	<b>P2</b> P6	40K 4000K	70CRI	T2M Type II medium	<b>T5W</b> Type V wide	<b>HVOLT</b> (347V-480V) <sup>5,6</sup>	<b>RPA</b> Round pole mounting (#8 drilling, 3" min. RND pole)
	P3 P7	<b>50K</b> 5000K	70CRI	T3M Type III medium	<b>BLC3</b> Type III backlight control <sup>3</sup>	<b>XVOLT</b> (277V-480V) <sup>7,8</sup>	<b>SPA5</b> Square pole mounting (#5 drilling, 3" min. SQ pole) <sup>9</sup>
	P4	(this section 80CRI only, extended lead times apply)		T3LG Type III low glare <sup>3</sup>	<b>BLC4</b> Type IV backlight control <sup>3</sup>	120 <sup>16,24</sup>	<b>RPAS</b> Round pole mounting (#5 drilling, 3" min. RND pole) <sup>9</sup>
	<b>Rotated optics</b>			T4M Type IV medium	<b>LCCO</b> Left corner cutoff <sup>3</sup>	208 <sup>16,24</sup>	<b>SPA8N</b> Square narrow pole mounting (#8 drilling, 3" min. SQ pole)
	P10 <sup>1</sup> P12 <sup>1</sup>	27K 2700K	80CRI	T4LG Type IV low glare <sup>3</sup>	<b>RCCO</b> Right corner cutoff <sup>3</sup>	240 <sup>16,24</sup>	<b>WBA</b> Wall bracket <sup>10</sup>
	P11 <sup>1</sup> P13 <sup>1</sup>	30K 3000K	80CRI	<b>TFTM</b> Forward throw medium		277 <sup>16,24</sup>	<b>MA</b> Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)
		35K 3500K	80CRI			347 <sup>16,24</sup>	
		40K 4000K	80CRI			480 <sup>16,24</sup>	
		50K 5000K	80CRI				

Control options	Other options	Finish (required)
<b>Shipped installed</b>	<b>Shipped installed</b>	<b>DDBXD</b> Dark Bronze
<b>NLTAIR2 PIRHN</b> nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc. <sup>11, 12, 18, 19</sup>	<b>HS</b> Houseside shield (black finish standard) <sup>20</sup>	<b>DBLXD</b> Black
<b>PIR</b> High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc. <sup>13, 18, 19</sup>	<b>L90</b> Left rotated optics <sup>1</sup>	<b>DNAXD</b> Natural Aluminum
<b>PER</b> NEMA twist-lock receptacle only (controls ordered separate) <sup>14</sup>	<b>R90</b> Right rotated optics <sup>1</sup>	<b>DWHXD</b> White
<b>PERS</b> Five-pin receptacle only (controls ordered separate) <sup>14, 19</sup>	<b>CCE</b> Coastal Construction <sup>21</sup>	<b>DNATXD</b> Textured dark bronze
<b>PER7</b> Seven-pin receptacle only (controls ordered separate) <sup>14, 19</sup>	<b>HA</b> 50°C ambient operation <sup>22</sup>	<b>DBLBXD</b> Textured black
<b>FAO</b> Field adjustable output <sup>15, 19</sup>	<b>BAA</b> Buy America(n) Act and/or Build America Buy America Qualified	<b>DNATXD</b> Textured natural aluminum
<b>BL30</b> Bi-level switched dimming, 30% <sup>16, 19</sup>	<b>SF</b> Single fuse (120, 277, 347V) <sup>24</sup>	<b>DWHGXD</b> Textured white
<b>BL50</b> Bi-level switched dimming, 50% <sup>16, 19</sup>	<b>DF</b> Double fuse (208, 240, 480V) <sup>24</sup>	
<b>DMG</b> 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) <sup>17</sup>	<b>Shipped separately</b>	
	<b>EGSR</b> External Glare Shield (reversible, field install required, matches housing finish)	
	<b>BSDB</b> Bird Spikes (field install required)	



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DSX0-LED  
Rev. 01/28/25  
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## Ordering Information

### Accessories

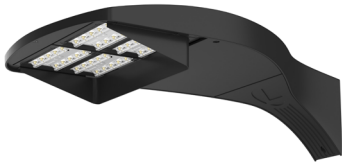
Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) <sup>23</sup>
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) <sup>23</sup>
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) <sup>23</sup>
DSHORT SBK	Shorting cap <sup>23</sup>
DSX0HS P#	House-side shield (enter package number P1-7, P10-13 in place of #)
DSXRPA (FINISH)	Round pole adapter (#8 drilling, specify finish)
DSXRPAS (FINISH)	Round pole adapter #5 drilling (specify finish)
DSXSPAS (FINISH)	Square pole adapter #5 drilling (specify finish)
DSX0EGSR (FINISH)	External glare shield (specify finish)
DSX0BSDB (FINISH)	Bird spike deterrent bracket (specify finish)

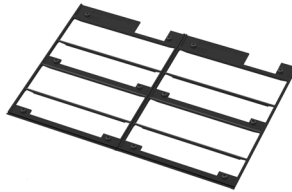
### NOTES

- Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
- 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
- T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- HVOLT not available with package P1, P2 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
- XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
- XVOLT not available in packages P1, P2 or P10. XVOLT not available with fusing (SF or DF).
- SPAS and RPAS for use with #5 drilling only (Not for use with #8 drilling).
- WBA cannot be combined with Type 5 distributions plus photocell (PER).
- NLTAIR2 and PIRHN must be ordered together. For more information on nLight Air 2.
- NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50 and DMG. NLTAIR2 PIRHN not available with P1, P2 and P10 using HVOLT. NLTAIR2 PIRHN not available with P1, P2 and P10 using XVOLT. NLTAIR2 PIRHN not available with P1 using MVOLT.
- PIR not available with NLTAIR2, PER, PER5, PER7, FAO BL30, BL50 and DMG. PIR not available with P1, P2 and P10 using HVOLT. PIR not available with P1, P2 and P10 using XVOLT. PIR not available with P1 using MVOLT.
- PER/PER5/PER7 not available with NLTAIR2, PIR, BL30, BL50. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, or DMG.
- BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO and DMG. BL30 or BL50 must specify 120 or 277V.
- DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50 and FAO.
- Reference Motion Sensor Default Settings table on page 4 to see functionality.
- Reference Controls Options table on page 4.
- Option HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- CCE option not available with option BS and EGSR. Contact Technical Support for availability.
- Option HA not available with performance packages P6, P7, P12 and P13.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

## Shield Accessories



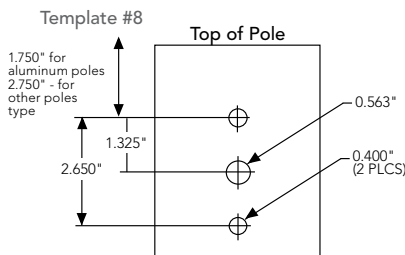
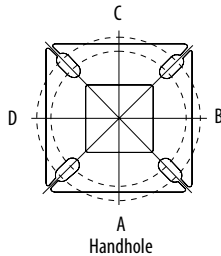
External Glare Shield (EGSR)



House Side Shield (HS)

## Drilling

### HANDHOLE ORIENTATION (from top of pole)



### Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	3.5"	3.5"	3.5"	3.5"	3"	3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPAS	#5	3"	3"	3"	3"	3"	3"
RPAS	#5	3"	3"	3"	3"	3"	3"
SPA8N	#8	3"	3"	3"	3"	3"	3"

### DSX0 Area Luminaire - EPA

\*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 with SPA	0.44	0.88	0.96	1.18	---	1.16
DSX0 with SPAS, SPA8N	0.51	1.02	1.06	1.26	---	1.29
DSX0 with RPA, RPAS	0.51	1.02	1.06	1.26	1.24	1.29
DSX0 with MA	0.64	1.28	1.24	1.67	1.70	1.93

# Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [homepage](#).

Isofootcandle plots for the DSX0 LED P7 40K 70CRI. Distances are in units of mounting height (20').



## Performance Data

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier	
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
<b>25°C</b>	<b>77°C</b>	<b>1.00</b>
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.94
50,000	0.89
100,000	0.80

### FAO Dimming Settings

FAO Position	% Wattage	% Lumen Output
8	100%	100%
7	93%	95%
6	80%	85%
5	66%	73%
4	54%	61%
3	41%	49%
2	29%	36%
1	15%	20%

\*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use published values for each package based on input watts and lumens by optic type.

### Electrical Load

	Performance Package	LED Count	Drive Current (mA)	Wattage	Current (A)					
					120V	208V	240V	277V	347V	480V
Forward Optics (Non-Rotated)	P1	20	530	34	0.28	0.16	0.14	0.12	0.10	0.07
	P2	20	700	45	0.38	0.22	0.19	0.16	0.13	0.09
	P3	20	1050	69	0.57	0.33	0.29	0.25	0.20	0.14
	P4	20	1400	94	0.78	0.45	0.39	0.34	0.27	0.19
	P5	40	700	89	0.75	0.43	0.38	0.33	0.26	0.19
	P6	40	1050	136	1.14	0.66	0.57	0.49	0.39	0.29
	P7	40	1300	170	1.42	0.82	0.71	0.62	0.49	0.36
Rotated Optics (Requires L90 or R90)	P10	30	530	51	0.42	0.24	0.21	0.18	0.15	0.11
	P11	30	700	67	0.57	0.33	0.28	0.25	0.20	0.14
	P12	30	1050	103	0.86	0.50	0.43	0.37	0.30	0.22
	P13	30	1300	129	1.07	0.62	0.54	0.46	0.37	0.27

### LED Color Temperature / Color Rendering Multipliers

	70 CRI		80CRI		90CRI	
	Lumen Multiplier	Availability	Lumen Multiplier	Availability	Lumen Multiplier	Availability
5000K	102%	Standard	92%	Extended lead-time	71%	(see note)
4000K	100%	Standard	92%	Extended lead-time	67%	(see note)
3500K	100%	(see note)	90%	Extended lead-time	63%	(see note)
3000K	96%	Standard	87%	Extended lead-time	61%	(see note)
2700K	94%	(see note)	85%	Extended lead-time	57%	(see note)

Note: Some LED types are available as per special request. Contact Technical Support for more information.

### Motion Sensor Default Settings

Option	Unoccupied Dimmed Level	High Level (when occupied)	Photocell Operation	Dwell Time	Ramp-up Time	Dimming Fade Rate
PIR	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min
NLTAIR2 PIRHN	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min

### Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS (not available on DSX0)	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire. Cannot be used with other controls options that need the 0-10V leads.
PIR	Motion sensor with integral photocell. Sensor suitable for 8' to 40' mounting height.	Luminaires dim when no occupancy is detected.	Acuity Controls rSBG	Cannot be used with other controls options that need the 0-10V leads.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSBG	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app. Cannot be used with other controls options that need the 0-10V leads.
BL30 or BL50	Integrated bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output	BLC device provides input to 0-10V dimming leads on all drivers providing either 100% or dimmed (30% or 50%) control by a secondary circuit	BLC UVOLT1	BLC device is powered off the 0-10V dimming leads, thus can be used with any input voltage from 120 to 480V



# Performance Data

## Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics																			
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	33W	20	530	T1S	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157
				T2M	4,545	1	0	2	137	4,736	1	0	2	143	4,829	1	0	2	145
				T3M	4,597	1	0	2	138	4,791	1	0	2	144	4,885	1	0	2	147
				T3LG	4,107	1	0	1	124	4,280	1	0	1	129	4,363	1	0	1	131
				T4M	4,666	1	0	2	141	4,863	1	0	2	146	4,957	1	0	2	149
				T4LG	4,244	1	0	1	128	4,423	1	0	1	133	4,509	1	0	1	136
				TFTM	4,698	1	0	2	141	4,896	1	0	2	147	4,992	1	0	2	150
				T5M	4,801	3	0	1	145	5,003	3	0	1	151	5,101	3	0	1	154
				T5W	4,878	3	0	1	147	5,084	3	0	2	153	5,183	3	0	2	156
				T5LG	4,814	2	0	1	145	5,018	2	0	1	151	5,115	2	0	1	154
				BLC3	3,344	0	0	1	101	3,485	0	0	1	105	3,553	0	0	1	107
				BLC4	3,454	0	0	2	104	3,599	0	0	2	108	3,670	0	0	2	111
				RCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108
				LCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108
				AFR	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157
				P2	45W	20	700	T1S	6,328	1	0	1	140	6,595	1	0	1	146	6,724
T2M	5,862	1	0					2	130	6,109	1	0	2	135	6,228	1	0	2	138
T3M	5,930	1	0					3	131	6,180	1	0	3	137	6,301	1	0	3	140
T3LG	5,297	1	0					1	117	5,521	1	0	1	122	5,628	1	0	1	125
T4M	6,018	1	0					3	133	6,272	1	0	3	139	6,395	1	0	3	142
T4LG	5,474	1	0					1	121	5,705	1	0	1	126	5,816	1	0	1	129
TFTM	6,060	1	0					3	134	6,316	1	0	3	140	6,439	1	0	3	143
T5M	6,192	3	0					1	137	6,453	3	0	2	143	6,579	3	0	2	146
T5W	6,293	3	0					2	139	6,558	3	0	2	145	6,686	3	0	2	148
T5LG	6,210	2	0					1	138	6,472	3	0	1	143	6,598	3	0	1	146
BLC3	4,313	0	0					2	96	4,495	0	0	2	100	4,583	0	0	2	102
BLC4	4,455	0	0					2	99	4,643	0	0	2	103	4,733	0	0	2	105
RCCO	4,352	0	0					2	96	4,536	0	0	2	100	4,624	0	0	2	102
LCCO	4,352	0	0					2	96	4,536	0	0	2	100	4,624	0	0	2	102
AFR	6,328	1	0					1	140	6,595	1	0	1	146	6,724	1	0	1	149
P3	69W	20	1050					T1S	9,006	1	0	2	131	9,386	1	0	2	136	9,569
				T2M	8,343	2	0	3	121	8,694	2	0	3	126	8,864	2	0	3	129
				T3M	8,439	2	0	3	122	8,795	2	0	3	128	8,967	2	0	3	130
				T3LG	7,539	1	0	2	109	7,857	1	0	2	114	8,010	1	0	2	116
				T4M	8,565	2	0	3	124	8,926	2	0	3	129	9,100	2	0	3	132
				T4LG	7,790	1	0	2	113	8,119	1	0	2	118	8,277	1	0	2	120
				TFTM	8,624	1	0	3	125	8,988	1	0	3	130	9,163	2	0	3	133
				T5M	8,812	3	0	2	128	9,184	4	0	2	133	9,363	4	0	2	136
				T5W	8,955	4	0	2	130	9,333	4	0	2	135	9,515	4	0	2	138
				T5LG	8,838	3	0	1	128	9,211	3	0	1	134	9,390	3	0	1	136
				BLC3	6,139	0	0	2	89	6,398	0	0	2	93	6,522	0	0	2	95
				BLC4	6,340	0	0	3	92	6,607	0	0	3	96	6,736	0	0	3	98
				RCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95
				LCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95
				AFR	9,006	1	0	2	131	9,386	1	0	2	136	9,569	1	0	2	139
				P4	93W	20	1400	T1S	11,396	1	0	2	122	11,877	1	0	2	128	12,109
T2M	10,557	2	0					3	113	11,003	2	0	3	118	11,217	2	0	3	121
T3M	10,680	2	0					3	115	11,130	2	0	3	120	11,347	2	0	3	122
T3LG	9,540	1	0					2	103	9,942	1	0	2	107	10,136	1	0	2	109
T4M	10,839	2	0					3	117	11,296	2	0	3	121	11,516	2	0	4	124
T4LG	9,858	1	0					2	106	10,274	1	0	2	110	10,474	1	0	2	113
TFTM	10,914	2	0					3	117	11,374	2	0	3	122	11,596	2	0	3	125
T5M	11,152	4	0					2	120	11,622	4	0	2	125	11,849	4	0	2	127
T5W	11,332	4	0					3	122	11,811	4	0	3	127	12,041	4	0	3	129
T5LG	11,184	3	0					1	120	11,656	3	0	2	125	11,883	3	0	2	128
BLC3	7,768	0	0					2	83	8,096	0	0	2	87	8,254	0	0	2	89
BLC4	8,023	0	0					3	86	8,362	0	0	3	90	8,524	0	0	3	92
RCCO	7,838	1	0					2	84	8,169	1	0	2	88	8,328	1	0	2	90
LCCO	7,838	1	0					2	84	8,169	1	0	2	88	8,328	1	0	2	90
AFR	11,396	1	0					2	122	11,877	1	0	2	128	12,109	2	0	2	130



# Performance Data

## Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics																							
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K								
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)								
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW				
P5	90W	40	700	T1S	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146				
				T2M	11,468	2	0	3	127	11,952	2	0	3	133	12,185	2	0	3	135				
				T3M	11,601	2	0	3	129	12,091	2	0	3	134	12,326	2	0	4	137				
				T3LG	10,363	2	0	2	115	10,800	2	0	2	120	11,011	2	0	2	122				
				T4M	11,774	2	0	4	131	12,271	2	0	4	136	12,510	2	0	4	139				
				T4LG	10,709	1	0	2	119	11,160	2	0	2	124	11,378	2	0	2	126				
				TFTM	11,856	2	0	3	132	12,356	2	0	4	137	12,596	2	0	4	140				
				T5M	12,114	4	0	2	134	12,625	4	0	2	140	12,871	4	0	2	143				
				T5W	12,310	4	0	3	137	12,830	4	0	3	142	13,080	4	0	3	145				
				T5LG	12,149	3	0	2	135	12,662	3	0	2	141	12,908	3	0	2	143				
				BLC3	8,438	0	0	2	94	8,794	0	0	2	98	8,966	0	0	2	99				
				BLC4	8,715	0	0	3	97	9,083	0	0	3	101	9,260	0	0	3	103				
				RCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100				
				LCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100				
				AFR	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146				
				P6	137W	40	1050	T1S	17,545	2	0	3	128	18,285	2	0	3	133	18,642	2	0	3	136
								T2M	16,253	3	0	4	119	16,939	3	0	4	124	17,269	3	0	4	126
T3M	16,442	2	0					4	120	17,135	3	0	4	125	17,469	3	0	4	128				
T3LG	14,687	2	0					2	107	15,306	2	0	2	112	15,605	2	0	2	114				
T4M	16,687	2	0					4	122	17,391	3	0	5	127	17,730	3	0	5	129				
T4LG	15,177	2	0					2	111	15,817	2	0	2	115	16,125	2	0	2	118				
TFTM	16,802	2	0					4	123	17,511	2	0	4	128	17,852	2	0	5	130				
T5M	17,168	4	0					2	125	17,893	5	0	3	131	18,241	5	0	3	133				
T5W	17,447	5	0					3	127	18,183	5	0	3	133	18,537	5	0	3	135				
T5LG	17,218	4	0					2	126	17,944	4	0	2	131	18,294	4	0	2	134				
BLC3	11,959	0	0					3	87	12,464	0	0	3	91	12,707	0	0	3	93				
BLC4	12,352	0	0					4	90	12,873	0	0	4	94	13,124	0	0	4	96				
RCCO	12,067	1	0					3	88	12,576	1	0	3	92	12,821	1	0	3	94				
LCCO	12,067	1	0					3	88	12,576	1	0	3	92	12,821	1	0	3	94				
AFR	17,545	2	0					3	128	18,285	2	0	3	133	18,642	2	0	3	136				
P7	171W	40	1300					T1S	20,806	2	0	3	122	21,683	2	0	3	127	22,106	2	0	3	129
								T2M	19,273	3	0	4	113	20,086	3	0	4	118	20,478	3	0	4	120
				T3M	19,497	3	0	5	114	20,319	3	0	5	119	20,715	3	0	5	121				
				T3LG	17,416	2	0	2	102	18,151	2	0	2	106	18,504	2	0	2	108				
				T4M	19,787	3	0	5	116	20,622	3	0	5	121	21,024	3	0	5	123				
				T4LG	17,997	2	0	2	105	18,756	2	0	2	110	19,121	2	0	2	112				
				TFTM	19,924	3	0	5	117	20,765	3	0	5	122	21,170	3	0	5	124				
				T5M	20,359	5	0	3	119	21,217	5	0	3	124	21,631	5	0	3	127				
				T5W	20,689	5	0	3	121	21,561	5	0	3	126	21,982	5	0	3	129				
				T5LG	20,418	4	0	2	120	21,279	4	0	2	125	21,694	4	0	2	127				
				BLC3	14,182	0	0	3	83	14,780	0	0	3	87	15,068	0	0	3	88				
				BLC4	14,647	0	0	4	86	15,265	0	0	4	89	15,562	0	0	4	91				
				RCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89				
				LCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89				
				AFR	20,806	2	0	3	122	21,683	2	0	3	127	22,106	2	0	3	129				



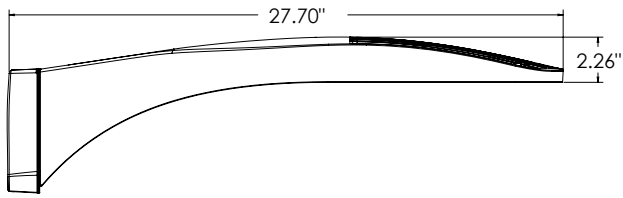
# Performance Data

## Lumen Output

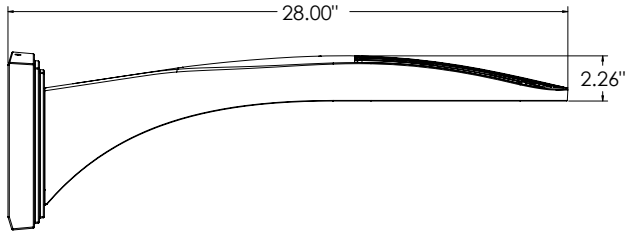
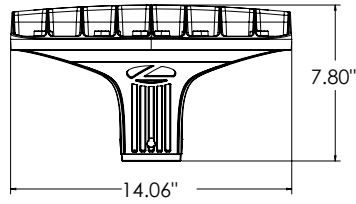
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Rotated Optics																							
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K								
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)								
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW				
P10	51W	30	530	T1S	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154				
				T2M	6,854	3	0	3	135	7,144	3	0	3	140	7,283	3	0	3	143				
				T3M	6,933	3	0	3	136	7,225	3	0	3	142	7,366	3	0	3	145				
				T3LG	6,194	2	0	2	122	6,455	2	0	2	127	6,581	2	0	2	129				
				T4M	7,036	3	0	3	138	7,333	3	0	3	144	7,476	3	0	3	147				
				T4LG	6,399	2	0	2	126	6,669	2	0	2	131	6,799	2	0	2	134				
				TFTM	7,086	3	0	3	139	7,385	3	0	3	145	7,529	3	0	3	148				
				T5M	7,239	3	0	2	142	7,545	3	0	2	148	7,692	3	0	2	151				
				T5W	7,357	3	0	2	145	7,667	3	0	2	151	7,816	4	0	2	154				
				T5LG	7,260	3	0	1	143	7,567	3	0	1	149	7,714	3	0	1	152				
				BLC3	5,043	3	0	3	99	5,256	3	0	3	103	5,358	3	0	3	105				
				BLC4	5,208	3	0	3	102	5,428	3	0	3	107	5,534	3	0	3	109				
				RCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106				
				LCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106				
				AFR	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154				
				P11	68W	30	700	T1S	9,358	3	0	3	138	9,753	3	0	3	143	9,943	3	0	3	146
								T2M	8,669	3	0	3	127	9,034	3	0	3	133	9,211	3	0	3	135
T3M	8,768	3	0					3	129	9,138	3	0	3	134	9,316	3	0	3	137				
T3LG	7,833	3	0					3	115	8,164	3	0	3	120	8,323	3	0	3	122				
T4M	8,899	3	0					3	131	9,274	3	0	3	136	9,455	3	0	3	139				
T4LG	8,093	3	0					3	119	8,435	3	0	3	124	8,599	3	0	3	126				
TFTM	8,962	3	0					3	132	9,340	3	0	3	137	9,522	3	0	3	140				
T5M	9,156	4	0					2	135	9,542	4	0	2	140	9,728	4	0	2	143				
T5W	9,304	4	0					2	137	9,696	4	0	2	143	9,885	4	0	2	145				
T5LG	9,182	3	0					1	135	9,569	3	0	1	141	9,756	3	0	1	143				
BLC3	6,378	3	0					3	94	6,647	3	0	3	98	6,777	3	0	3	100				
BLC4	6,587	3	0					3	97	6,865	3	0	3	101	6,999	3	0	3	103				
RCCO	6,436	0	0					2	95	6,707	0	0	2	99	6,838	0	0	2	101				
LCCO	6,436	0	0					2	95	6,707	0	0	2	99	6,838	0	0	2	101				
AFR	9,358	3	0					3	138	9,753	3	0	3	143	9,943	3	0	3	146				
P12	103W	30	1050					T1S	13,247	3	0	3	128	13,806	3	0	3	134	14,075	3	0	3	136
								T2M	12,271	4	0	4	119	12,789	4	0	4	124	13,038	4	0	4	126
				T3M	12,412	4	0	4	120	12,935	4	0	4	125	13,187	4	0	4	128				
				T3LG	11,089	3	0	3	107	11,556	3	0	3	112	11,782	3	0	3	114				
				T4M	12,597	4	0	4	122	13,128	4	0	4	127	13,384	4	0	4	129				
				T4LG	11,457	3	0	3	111	11,940	3	0	3	116	12,173	3	0	3	118				
				TFTM	12,686	4	0	4	123	13,221	4	0	4	128	13,479	4	0	4	130				
				T5M	12,960	4	0	2	125	13,507	4	0	2	131	13,770	4	0	2	133				
				T5W	13,170	4	0	3	127	13,726	4	0	3	133	13,994	4	0	3	135				
				T5LG	12,998	3	0	2	126	13,546	3	0	2	131	13,810	3	0	2	134				
				BLC3	9,029	3	0	3	87	9,409	3	0	3	91	9,593	3	0	3	93				
				BLC4	9,324	4	0	4	90	9,718	4	0	4	94	9,907	4	0	4	96				
				RCCO	9,110	1	0	2	88	9,495	1	0	2	92	9,680	1	0	2	94				
				LCCO	9,110	1	0	2	88	9,494	1	0	2	92	9,680	1	0	2	94				
				AFR	13,247	3	0	3	128	13,806	3	0	3	134	14,075	3	0	3	136				
				P13	129W	30	1300	T1S	15,704	3	0	3	122	16,366	3	0	3	127	16,685	4	0	4	130
								T2M	14,547	4	0	4	113	15,161	4	0	4	118	15,457	4	0	4	120
T3M	14,714	4	0					4	114	15,335	4	0	4	119	15,634	4	0	4	121				
T3LG	13,145	3	0					3	102	13,700	3	0	3	106	13,967	3	0	3	108				
T4M	14,933	4	0					4	116	15,563	4	0	4	121	15,867	4	0	4	123				
T4LG	13,582	3	0					3	105	14,155	3	0	3	110	14,431	3	0	3	112				
TFTM	15,039	4	0					4	117	15,673	4	0	4	122	15,979	4	0	4	124				
T5M	15,364	4	0					2	119	16,013	4	0	2	124	16,325	4	0	2	127				
T5W	15,613	5	0					3	121	16,272	5	0	3	126	16,589	5	0	3	129				
T5LG	15,409	3	0					2	120	16,059	3	0	2	125	16,372	4	0	2	127				
BLC3	10,703	4	0					4	83	11,155	4	0	4	87	11,372	4	0	4	88				
BLC4	11,054	4	0					4	86	11,520	4	0	4	89	11,745	4	0	4	91				
RCCO	10,800	1	0					2	84	11,256	1	0	2	87	11,475	1	0	3	89				
LCCO	10,800	1	0					2	84	11,255	1	0	2	87	11,475	1	0	3	89				
AFR	15,704	3	0					3	122	16,366	3	0	3	127	16,685	4	0	4	130				

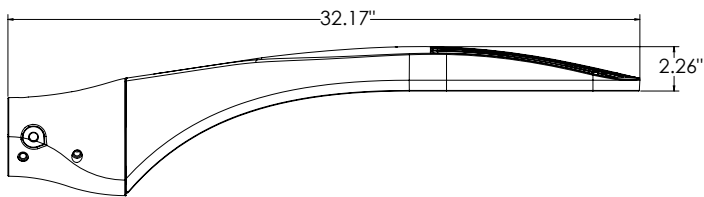
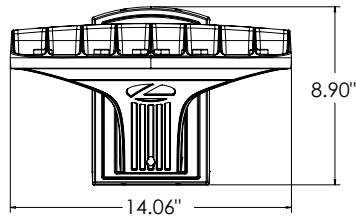
# Dimensions



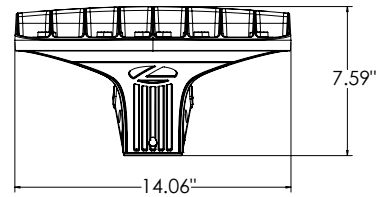
**DSX0 with RPA, RPA5, SPA5, SPA8N mount**  
**Weight: 25 lbs**



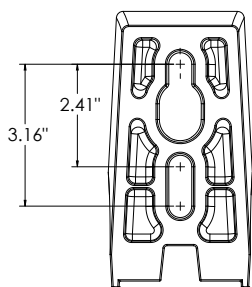
**DSX0 with WBA mount**  
**Weight: 27 lb**



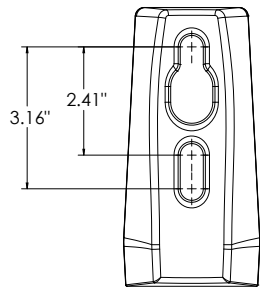
**DSX0 with MA mount**  
**Weight: 28 lbs**



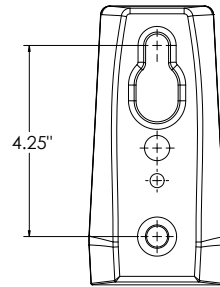
**SPA (STANDARD ARM)**



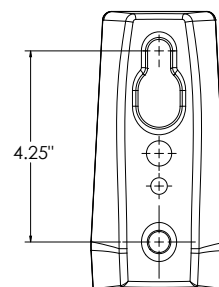
**RPA**



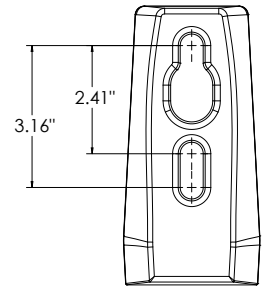
**SPA5**



**RPA5**

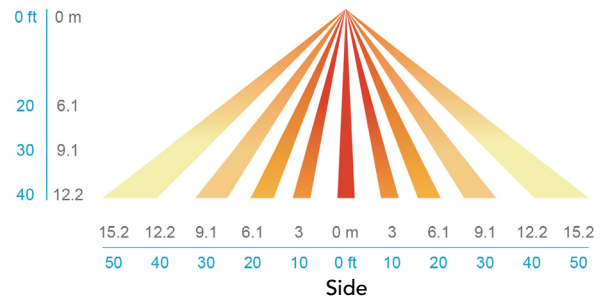
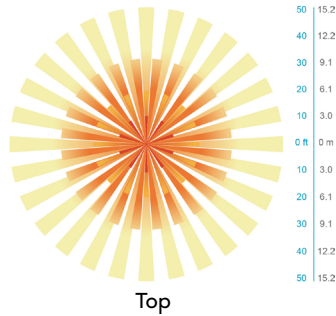
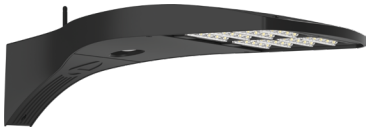


**SPA8N**



## nLight Sensor Coverage Pattern

### NLTAIR2 PIRHN



## FEATURES & SPECIFICATIONS

### INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

### CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 3G. Low EPA (0.44 ft<sup>2</sup>) for optimized pole wind loading.

### FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

### COASTAL CONSTRUCTION (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

### OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

### ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L80/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

### STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. PIR integrated motion sensor with on-board photocell feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

### nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

### INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

### LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/QPL](http://www.designlights.org/QPL) to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

### GOVERNMENT PROCUREMENT

BAA – Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to [www.acuitybrands.com/buy-american](http://www.acuitybrands.com/buy-american) for additional information.

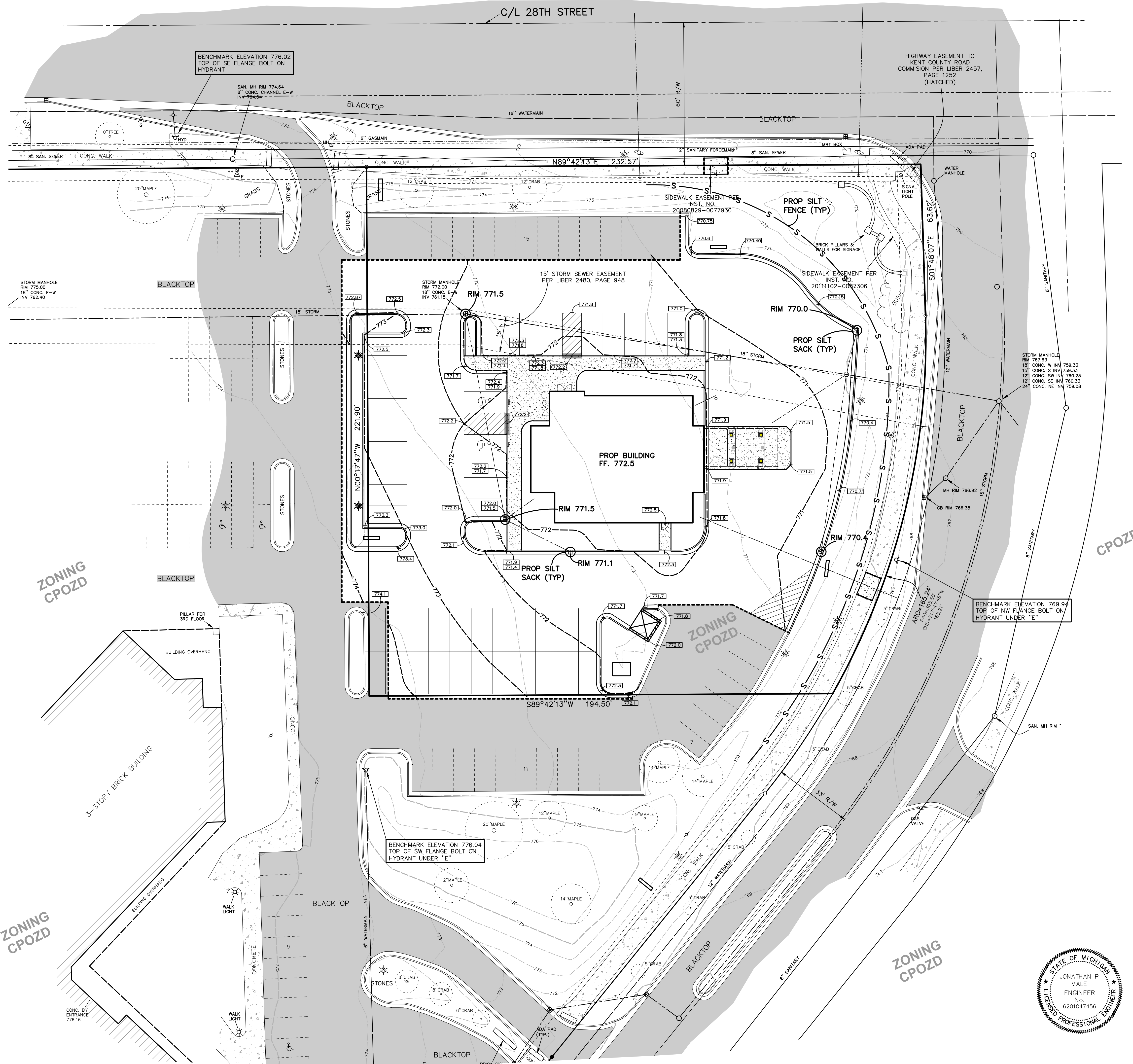
### WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

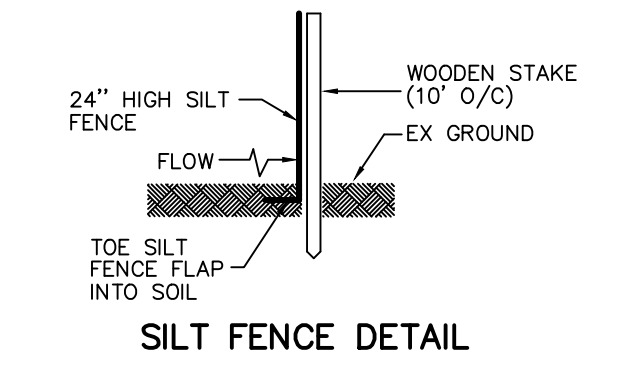
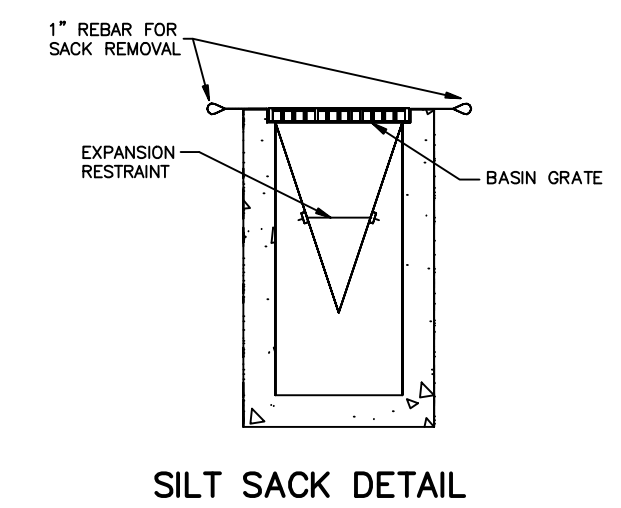


Know what's below.  
Call before you dig.



**SOIL EROSION CONTROL NOTES:**

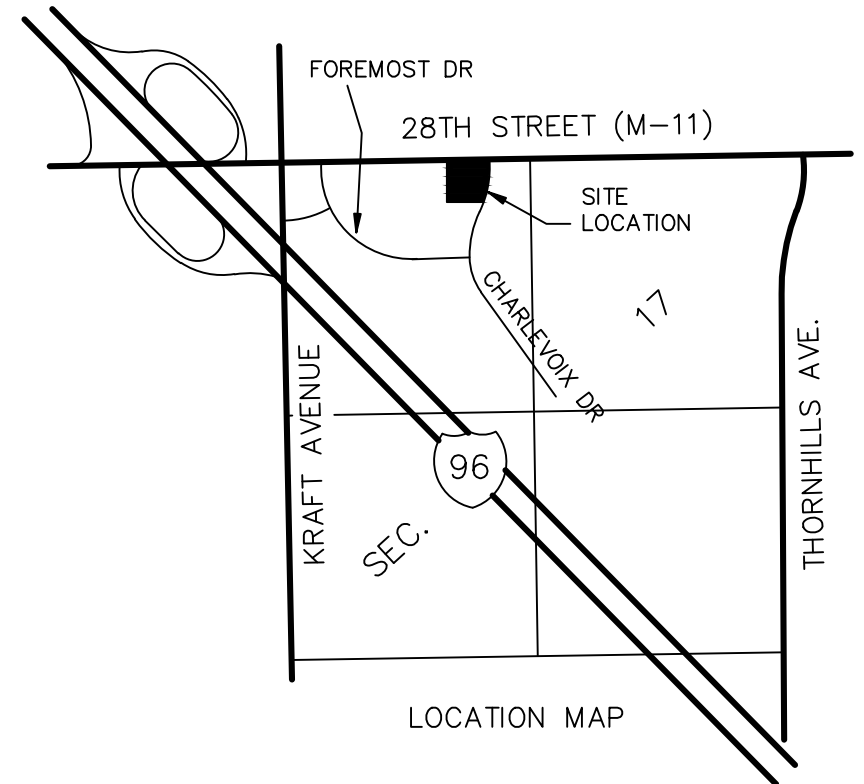
- Total area of disturbance = 0.8 Acres
- All soil erosion control measures shall be installed prior to any other construction and maintained, as necessary, until the site has been permanently stabilized.
- All non-paved building areas shall be permanently stabilized with at least 4" of hydroseed topsoil.  
The owner shall obtain the soil erosion control permit. All work shall be done in accordance with the soil erosion control permit.
- The construction entrance is off 28th street. Prevent tracking soil off-site. If tracking occurs, sweep soil IMMEDIATELY.
- Inspect and maintain all temporary soil erosion controls after each significant rainfall event.
- The sediment will be contained on-site.
- Place silt sacks on catch basins affected by site construction.



SCALE: 1" = 20'  
1' CONTOUR INTERVAL

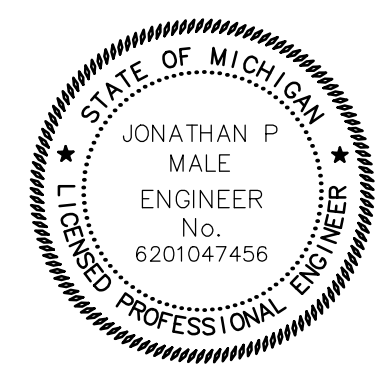
**LEGEND**

- = IRON STAKE FOUND
- = IRON STAKE SET
- ⊕ = UTILITY POLE & GUY WIRE
- ⊙ = LIGHT POLE
- ⊙ = SIGN
- ⊙ = HYDRANT
- ⊙ = WATERMAIN VALVE
- ⊙ = UTILITY HANDHOLE
- ⊙ = IRRIGATION VALVE
- ⊙ = CATCH BASIN
- = MANHOLE
- ⊙ = BURIED FIBER OPTIC MARKER
- ⊙ = BURIED GAS LINE MARKER
- CRAB = CRABAPPLE TREE
- = OVERHEAD WIRES



**SITE GRADING & SOIL EROSION CONTROL PLAN**

**RE: 2851 CHARLEVOIX DRIVE SE**  
**FOR: HAVER DESIGN**  
**ATTN: JEFF JUSTICE**  
**21 SE THIRD STREET (STE. 800)**  
**EVANSVILLE, IN 47708**  
 PART OF THE NW 1/4, SECTION 17, T6N, R10W, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN



DRAWN BY: CDG	PROJ. ENG.: JPM	SHEET
APPROVED BY: JPM	PROJ. SURV.: JPM	4 of 4
FILE NO.: 241512E	DATE: 3/17/25	

**RECIPROCAL EASEMENT AND OPERATING AGREEMENT**

This Reciprocal Easement and Operating Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Open Terrace Associates, L.L.C., Michigan Limited Liability Company, (“Open Terrace”), and Old National Bank, a federally chartered savings bank, (“ONB”).

W I T N E S S E T H:

WHEREAS, Open Terrace is the owner of the tract of land commonly known as 2851 Charlevoix Drive, Grand Rapids, MI 49546, legally described on Exhibit A (the “Office Site”) and generally depicted on Exhibit B as “Parcel B”; and

WHEREAS, On \_\_\_\_\_, 2025, ONB acquired an approximately 1.194-acre tract of land that is immediately adjacent to the Office Site, is legally described on Exhibit A and is depicted on Exhibit B as “Parcel A”, upon which land ONB will develop a Old National Bank Pad Site (the “Pad Site”); and

WHEREAS, the Pad Site plans and elevations are final and agreed upon between Open Terrace and ONB and the attached and incorporated Exhibit C contains: existing condition and demo plan, site plan, site layout, signage locations, elevation, grading plan, utility plan, soil erosion control plan, site details, and landscaping plan (the “Final Pad Site Plans”); and

WHEREAS, in order to provide for the rational and congenial existence of the Pad Site adjacent to the Office Site, ONB and Open Terrace wish to establish the easements, agreements, rights, restrictions and obligations between the parties with respect to their respective sites set forth in this Agreement.

NOW, THEREFORE, in consideration of a sum of \$10.00, the foregoing and the mutual covenants herein contained, the parties hereto covenant and agree to and with each other as follows.

**ARTICLE 1  
DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 The term “owner” or “owners” shall initially mean Open Terrace and ONB and include any and all

successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

- 1.2 The term "Parcel" or "Parcels" shall mean each separately identified Parcel owned by Open Terrace and ONB as described on Exhibit "A".
- 1.3 Party. A Party means ONB or Open Terrace, and any successor or assign acquiring a fee interest during the Party's term of ownership of a Parcel.
- 1.4 Permittees. The officers, employees, agents, customers, tenants, contractors, business visitors, guests, licensees and invitees of a Party, or its Permittees.

**ARTICLE 2  
EASEMENTS AND LICENSES**

- 2.1 Access, Ingress, Egress, Parking, Signage and Light Poles.
  - A. Open Terrace Easements over Parcel A. ONB, as owner of the Pad Site (Parcel A), hereby grants to Open Terrace, as owner of the Office Site, and its successors and assigns, for the benefit of the Office Site, the perpetual, non-exclusive right, privilege and easement to use:
    - i. those driveways, walkways, bike lanes, non-exclusive parking spaces<sup>1</sup> and roadways which exist or are hereafter constructed upon the Pad Site, provided however that Open Terrace's parking rights shall only extend to the fifteen (15) spaces marked on Exhibit B as ONB Parking (denoted by "x's");
    - ii. to permit their respective Permittees to use those driveways, access drives (including 28<sup>th</sup> Street and Charlevoix Drive) walkways, bike lanes and roadways in common with their respective successors and assigns and Permittees, and all persons claiming by or through them, for the purpose of access to, ingress to and egress from public right of ways to the Office Site; and
  - B. Centennial Park Sign Easement. In addition to the easements granted in paragraph 2.1A above,

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<sup>1</sup> Open Terrace shall retain a non-exclusive easement for the use of up to twelve (12) parking spaces within the designated area on the pad site owned by ONB. Such use by Open Terrace shall be secondary to ONB's primary use of the parking spaces for its business operations, employees, customers, and invitees. Open Terrace shall use the parking spaces in a manner that does not unreasonably interfere with ONB's use and enjoyment of the Easement Area. The parking spaces within the Easement Area may be utilized by Open Terrace to satisfy any legal or regulatory requirements applicable to Open Terrace's property, including zoning or occupancy requirements for parking, or to accommodate the reasonable needs of Open Terrace's building tenants. Open Terrace agrees to coordinate its use of the parking spaces to ensure it does not disrupt the primary function of the spaces for ONB's operations and shall promptly address any issues raised by ONB regarding such use. For the avoidance of doubt, all other parking spaces on Parcel B shall be the exclusive use of Parcel B.

ONB acknowledges and agrees that Open Terrace owns and controls the sign located on the northeast corner of Parcel B (the “Centennial Park Sign”), and Open Terrace reserves the right, and ONB grants to Open Terrace a perpetual easement, to keep, maintain, repair, replace, and relocate the Centennial Park Sign on Parcel B. Open Terrace may replace the sign in generally the same area as it exists as of the Effective Date of this Agreement, provided that any replacement sign shall be no larger than permitted by applicable codes and ordinances. Open Terrace also reserves the right to install a replacement sign that occupies a larger footprint than the existing sign, provided that the placement and size of the replacement sign do not materially interfere with the use of Parcel B by ONB. Open Terrace retains the sole discretion to determine when maintenance, repair, or replacement of the Centennial Park Sign is necessary and shall have the right to enter upon Parcel B at any time, without prior notice to ONB, to perform such activities. ONB further acknowledges that it shall have no signage rights to the Centennial Park Sign, and all rights to control and utilize the Centennial Park Sign shall remain exclusively with Open Terrace.

- C. ONB Drive Easement & Maintenance Area. Open Terrace grants to ONB, for the benefit of the Pad Site and Parcel A, a non-exclusive easement (the “Easement”) over, across, and upon that certain area of Parcel B depicted in Exhibit B (the “ONB Drive Easement & Maintenance Area”) for purposes of vehicular and pedestrian ingress and egress to and from the Pad Site, together with the obligation to maintain, repair, and replace any improvements related thereto, subject to the terms and conditions set forth herein. Open Terrace shall have the right, from time to time, to relocate or modify the ONB Drive Easement & Maintenance Area provided that reasonable access to the Pad Site is maintained at all times. The Easement shall be for the benefit of ONB and its Permittees; provided, however, that Permittees shall only use the ONB Drive Easement & Maintenance Area for access purposes and shall not interfere with Open Terrace’s use of the remainder of Parcel A.
- D. No Barriers. No Party hereto shall suffer or permit any building, improvements (other than paving), barrier or obstacle to be erected on any portion of the driveways and roadways (or any relocation thereof) and there shall be free flow of vehicular and pedestrian traffic over that portion of the easements shown as the ingress/egress easements described herein.
- E. Light Pole Easement and Maintenance. The parties acknowledge that certain parking lot light poles located on Open Terrace’s Parcel B are intended to provide illumination benefiting ONB’s Parcel A, specifically including, but not limited to, two (2) light poles located along the ONB Drive Easement & Maintenance Area. Similarly, parking lot light poles may exist on ONB’s Parcel A that serve or have historically served Open Terrace’s Parcel B. Each party shall be responsible for the maintenance, repair, and replacement of the light poles physically located on its respective parcel, provided that ONB shall be responsible for the maintenance, repair, and replacement of any light poles on Parcel B that are installed for the benefit of Parcel A. All maintenance shall be performed in a manner that ensures continuous and adequate lighting, and neither party shall remove or materially alter any light poles without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. Each party shall provide reasonable access to the other party and its contractors for

maintenance, repair, and replacement of the light poles, subject to prior written notice and coordination to minimize disruption to either party's operations.

- F. ONB Signage Easement and Maintenance. Open Terrace hereby grants to ONB a non-exclusive signage easement over, across, and upon that certain area depicted in Exhibit B of Parcel B (the "ONB Signage Easement Area") for the installation, maintenance, and operation of directional signage solely for the purpose of guiding vehicular and pedestrian traffic to the Pad Site. Any signage installed within the Signage Easement Area shall be limited in size, type, color, and design to signage that is consistent with and complementary to the aesthetics of Parcel B, as determined by Open Terrace in its reasonable discretion. ONB shall not install any illuminated, electronic, flashing, or animated signage within the Signage Easement Area, nor any branding, advertising, or promotional content, except as expressly approved by Open Terrace. Any changes to the signage, including modifications to size, design, location, or appearance, shall require Open Terrace's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, provided that the proposed modifications are professional in appearance and appropriate for a Class A office common area. All approved modifications to signage shall be documented in a written amendment to this Agreement, duly executed by both parties. Open Terrace reserves the right to require the removal or modification of any signage that, in Open Terrace's reasonable determination, is inconsistent with the high-quality character of the office development on Parcel A. Grantee shall, at its sole cost and expense, be responsible for all maintenance, repairs, and replacements of its signage located within the Signage Easement Area, including but not limited to structural integrity, electrical connections (if applicable), and general upkeep to maintain a clean and professional appearance. Open Terrace shall grant Grantee reasonable access to the Signage Easement Area for purposes of maintaining and servicing such signage, provided that Grantee shall conduct such work in a manner that minimizes interference with Open Terrace's use of Parcel B.

### **ARTICLE 3 MAINTENANCE**

The Parties mutually covenant and agree to be solely responsible for the maintenance, repair, and replacement of all aspects of their respective parcels, including but not limited to the parking lot, landscaping, snow removal, sidewalks, driveways, exterior lighting and other exterior improvements located on Parcel A and Parcel B, respectively. Each Party shall ensure that the improvements on their parcel are maintained in a clean, safe, and attractive condition consistent with the standards of a Class-A office space and compliant with all applicable laws, codes, and ordinances. Each Party agrees to promptly address and remedy any deficiencies or necessary repairs to their respective parcel, including but not limited to resurfacing or restriping of parking lots, replacement of landscaping materials, clearing of snow and ice to ensure safe access, and repair or replacement of any deteriorated or damaged improvements. In the event one Party (the "Requesting Party") reasonably believes that maintenance, repair, or replacement is required on the other Party's parcel and the other Party (the "Responsible Party") disagrees or fails to act, the Requesting Party shall notify the Responsible Party in writing of the specific issue and the proposed action required to address it. If the

Responsible Party disputes the necessity of the maintenance, repair, or replacement, the Parties agree to engage in good faith discussions within fifteen (15) days of the notice to attempt to resolve the matter. If the dispute remains unresolved after thirty (30) days of the initial notice, the Parties agree to submit the matter to a mutually agreed-upon third-party professional, such as a licensed property manager, engineer, or contractor with expertise in the area of concern, who shall evaluate the issue and provide a binding determination regarding whether the maintenance, repair, or replacement is necessary to meet the standards of this Agreement. The costs of the third-party determination shall be shared equally by the Parties. If the Responsible Party fails to address any required maintenance, repair, or replacement as determined by the third-party professional within a reasonable time, the Requesting Party shall have the right, but not the obligation, to perform such work on behalf of the Responsible Party. The Responsible Party shall reimburse the Requesting Party for all reasonable costs and expenses incurred in connection with such work within thirty (30) days of receiving an invoice. The obligations set forth in this section shall run with the land and be binding on the Parties, their respective successors, assigns, and tenants, and shall survive any transfer or conveyance of Parcel A or Parcel B. Notwithstanding anything herein to the contrary, Open Terrace shall be responsible for the maintenance, repair, and replacement of the ONB Drive Easement & Maintenance Area, including but not limited to snow removal, resurfacing, striping, and general upkeep as part of its common area maintenance obligations. ONB shall reimburse Open Terrace for its proportionate share of such costs, which shall be calculated based upon the land area of the Pad Site (1.15 acres) as a percentage of the total land area of Parcel A (5.12 acres), resulting in a proportionate share of 22.46% of the total maintenance costs. Open Terrace shall invoice Grantee for such costs on a periodic basis, but not more frequently than once per calendar month, and Grantee shall remit payment within thirty (30) days of receipt.

**ARTICLE 4  
BUILDING SIZE AND FINISH STANDARDS**

- 4.1 In the event ONB wishes to modify the Final Pad Site Plans prior to construction, modify the exterior of the Building or signage, it shall provide written notice to Open Terrace and obtain its prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. After completion of construction, ONB and its successors and assigns shall be obligated to obtain Seller’s approval, which approval shall not be unreasonably withheld, conditioned or delayed, for, any modifications to the exterior of the Building that are, inconsistent with the Final Pad Site Plans approved by the municipality or inconsistent with the as-built plans and specifications, including but not limited to changes to the original landscaping and/or building materials approved by Open Terrace or changes that are inconsistent with those finishes and site plans found in a Class A office park setting.
  
- 4.2 ONB acknowledges and agrees that the transformer located in the area of the site plan shown on Exhibit C shall at all times be screened from view with appropriate shrubs or bushes so that the same is not visible from the South, East and West. ONB shall maintain, at its sole cost and expense the shrubs or bushes necessary to provide proper screening. There shall be no dedicated or temporary

outdoor trash receptacles, containers or structures, except during construction of the Pad Site building and improvements.

- 4.3 All construction performed in connection with the improvements related to the Pad Site shall be done in a manner to avoid unreasonable interference with the professional, class-A office setting of the Office Site. All construction activities performed related to the Pad Site, shall be performed in a first class, good and workmanlike manner in substantial compliance with the Final Pad Site Plans, and in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government and any department or agency of those entities having jurisdiction. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only in the Northern-most areas of Parcel A. All laborers, suppliers, contractors, and others connected with the construction activities on a particular parcel shall when entering the Premises by motor vehicle, use 28<sup>th</sup> street to minimize traffic. To the extent that any dirt or debris from the construction activities on a parcel becomes located on the outlying areas of the Pad Site or the Office Site, it shall be promptly removed by the party undertaking the construction. ONB agrees to defend, indemnify, and hold harmless the owner of each other parcel from all claims, losses, liabilities, actions, proceedings, and costs (including reasonable attorneys fees and the costs of any litigation) including liens and any accident, injury, loss, or damage whatsoever occurring to any person or to the property of any person arising out of or resulting from any construction activities performed or authorized by the indemnifying party. However, the foregoing shall not be applicable to events or circumstances caused by the willful act or omission of the indemnified party, its licensees, concessionaires, agents, servants, employees, or anyone claiming by, through, or under any of them.
- 4.4 The parties acknowledge that the multi-tenant office building located on Parcel B is intended to be maintained as a professional office environment. Accordingly, Parcel A shall be restricted in perpetuity to uses that are compatible with the office, professional, and business character of Parcel B. Any proposed change in use of Parcel A shall require the prior written consent of Open Terrace (the owner of Parcel B), which shall not be unreasonably withheld, conditioned, or delayed, provided the proposed use remains in alignment with the professional and business character of Parcel B.

## ARTICLE 5 LIABILITY INSURANCE

- 5.1 Liability Insurance. Each Party shall obtain liability insurance for the Parcels, commencing with the execution hereof, and such insurance shall be maintained at all times and continuously thereafter during the term of this Agreement providing general public liability insurance in a single limit coverage,, but in any event, not less than Two Million (\$2,000,000.00) Dollars per occurrence; Two Million (\$2,000.000.00) Dollars in the aggregate, insuring claims on account of bodily injury or death and property damage incurred upon, in, on or about the Common Areas, such insurance to provide contractual liability coverage for the indemnities provided in Section 5.2 hereof. All such insurance shall be carried with insurance carriers carrying at least a Best A rating, Financial Class X, or its equivalent. Each such policy of insurance shall, if available at no extra cost, name the other Party as an additional insured (and if such designation is not so available, shall name the other Party as a loss payee) and each Party shall provide a certificate of such insurance to the other. Each Party shall bear

the cost of its own insurance. From time to time, the Parties covenant and agree to increase the minimum limits of the required insurance coverage to comport with increases in insurance coverage obtained by commercial property owners in the Kalamazoo, Michigan area generally.

5.2 Indemnity. Each Party shall defend, indemnify and save the other Party harmless from any and all liability, damage, expense, including reasonable attorneys' fees, cause of action, suit, claim or judgment arising from bodily injury, death or property damage in, under or on the Common Areas located on the indemnifying Party's Site arising out of the maintenance or failure to maintain the Site where maintenance is the obligation of the indemnifying party pursuant to this Agreement. Nothing herein shall be construed as indemnifying any party against its own negligent or willful acts or failure to comply with its obligations under this Agreement.

**ARTICLE 6  
COVENANTS RUNNING WITH THE LAND**

All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable against the Open Terrace Site and the ONB Site by the Parties hereto, their respective successors and assigns, upon the terms, provisions and conditions hereinabove set forth.

**ARTICLE 7  
NEGATION OF PARTNERSHIP**

Nothing contained in this Agreement shall be construed to make any Party to this Agreement partners or joint venturers or to render any of such Parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

**ARTICLE 8  
WAIVERS**

No delays or omissions by any of the Parties hereto to exercise any right or power accruing upon any noncompliance or failure of performance by any of the Parties hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or agreements hereto to be performed by another Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**ARTICLE 9  
APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**ARTICLE 10  
NOTICES**

Each notice, consent, demand or other document or instrument required or permitted to be served upon either of the Parties hereto shall be in writing and shall be deemed to have been duly served:

- A. three (3) business days after mailed by certified or registered United States mail, postage prepaid, return receipt requested;
- B. one (1) business day after depositing same with a nationally recognized courier service; or
- C. immediately upon personal delivery to the Party named below, addressed to the respective Parties at the addresses stated below:

ONB: Old National Bank,  
One Main Street  
Evansville, IN 47708  
Attn: \_\_\_\_\_

Open Terrace: Attn: Property Manager  
750 Trade Centre, Suite 100  
Portage, MI 49002

Any Party may change the place for serving of notices upon it by ten (10) days prior written notice informing the other Parties of the change in the address to which notices shall be sent. Each Party shall promptly and in good faith, notify the other of a sale or exchange of the owner of the Parcel and shall update the Parties' as to the owner name and address.

**ARTICLE 11  
NO DEDICATION**

Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

**ARTICLE 12  
ARTICLE HEADINGS**

The article and section headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

**ARTICLE 13**

## EXCULPATION

- 13.1 Exculpation. If the owner of a Parcel shall fail to perform any covenant, term or condition of this Agreement upon their part to be performed, and if as a consequence of such default any other Party hereto shall recover a money judgment against the owner of the defaulting Parcel, such judgment shall be satisfied only out of the proceeds of a sale received upon execution of such judgment and levy thereon against the right, title and interest of the actual record fee title holder of the Parcel.

## ARTICLE 14 REMEDIES

- 14.1 Monetary Default. In the event any owner of a Parcel or any person holding under or through them shall violate any easement, restriction or covenant contained herein, which shall be capable of being cured by the payment of money, then in such event, the aggrieved Party shall give the Party causing the violation written notice of the violation. If the Party receiving the notice shall fail to cure the violation within seven (7) days after service with respect to a violation of maintaining insurance or other violation capable of being cured by the payment of money, then and in such event the aggrieved Party shall have the right to make such payment of money on behalf of the Party causing the violation. The cost of the aggrieved Party performing such obligation shall be a lien on the Parcel of the Party who shall have failed to perform and shall be paid to the aggrieved Party by the Party who shall have failed to perform such obligation, which amount shall be due upon receipt by the Party of bills therefor, and which amount shall bear interest thereon from the time that such bills are delivered to the Party which failed to perform, until the time paid, at a rate equal to the Default Rate. The Parties agree, for themselves, their successors and assigns, that the lien provided for in this Section 15.1 is a consensual agreement to encumber real property pursuant to MCL §565.25(c)(3). The aggrieved party may enforce collection by foreclosure of the lien securing payment by the means set forth in the Michigan Foreclosure by Advertisement Statute, being MCL §600.3201, et seq., as amended. The rights granted under this Section shall not be the exclusive remedy of the aggrieved Party, but shall be in addition to all rights and remedies in law or in equity.
- 14.2 Non-Monetary Default. In the event any violation of any of the easements, restrictions or covenants herein contained shall not be capable of being cured by the payment of money, then in such event, any Party hereto aggrieved by the violation may institute appropriate proceedings to have the continuance of the violation enjoined and shall have the right to take any other action available to it in law and equity to be compensated for damages resulting from the violation. As a condition precedent to the institution of such action, the Party aggrieved by the violation shall give the Party causing the violation written notice that the Party causing the violation shall have thirty (30) days to cure the violation. In the event that the violation cannot be reasonably cured by the Party causing the violation shall have such additional period of time as may be reasonably necessary to cure the same, provided such Party shall commence to cure the violation within the aforesaid thirty (30) day period and proceed diligently thereafter to complete the cure.
- 14.3 Emergency. In the event that an aggrieved Party shall, in good faith, believe that a default by one of the other Parties hereto has created an emergency endangering persons or property, then no notice

shall be required to permit the curing Party to act immediately to take such action as is reasonably necessary to cure said default; provided it gives the defaulting Party such notice as is reasonable in the circumstances and, in any event, immediately upon commencing the curing action.

## **ARTICLE 16 TERM OF THIS AGREEMENT**

Except in the event ONB fails to construct a hotel on the ONB Site within the time frames set forth in the Purchase Agreement executed between the parties on March 5, 2012, whereupon Open Terrace reserves the right to unilaterally terminate this Agreement and it shall thereafter be considered null and void, the provisions hereof shall be perpetual and shall not terminate, except upon the written agreement of the Parties.

## **ARTICLE 17 MISCELLANEOUS**

- 17.1 Breach. No breach of this Agreement shall entitle any owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Agreement. Any breach of any of the covenants or restrictions of this Agreement, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.
- 17.2 Recording. The Parties agree that they will record this Agreement in its entirety. The fees for such recording shall be shared equally by the Parties.
- 17.3 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter contained herein. All other prior agreements between the parties, whether written or oral with respect to the subject matter of this Agreement are void and of no further force or effect.
- 17.4 Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall be deemed illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected, and each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.
- 17.5 No Presumption Against Drafter. The Parties hereto represent and warrant that each party, with the advice of their respective counsel, has participated in the negotiations concerning the drafting of this instrument. Therefore, each of ONB and Open Terrace further agree that this Agreement is not to be construed against the drafter of the Agreement.
- 17.6 Attorney Fees. The prevailing party in any legal proceeding instituted in connection with a Party's right to enforce the remedies contained herein shall be entitled to recover litigation expenses, court costs and reasonable attorney fees from the non-prevailing Party.

17.7 Counterparts. These Agreement may be executed in multiple counter-parts.

[signature page below.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Open Terrace Associates, L.L.C.,

By: The Roger E. Hinman Trust  
Its: Member

---

Roger E. Hinman, Trustee

Old National Bank, FSB

---

By: Jon Vollentine  
Its: Real Estate Transaction  
Manager

[Notary pages below.]

STATE OF MICHIGAN    )  
KALAMAZOO COUNTY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_, 2025 by Roger E. Hinman, as Trustee of the Roger E. Hinman Trust, the Member of Open Terrace Associates, L.L.C.

/s/ \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary public, State of Michigan, County of Kalamazoo  
My commission expires \_\_\_\_\_.

STATE OF MICHIGAN    )  
\_\_\_\_\_ COUNTY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_, 2025 by Jon Vollentine as Real Estate Transaction Manager of Old National Bank,

/s/ \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary public, State of Michigan,  
County of \_\_\_\_\_  
My commission expires \_\_\_\_\_.

Drafted by and when recorded return to:  
James M. Pollock  
750 Trade Centre Way, Suite 100  
Portage MI, 49002

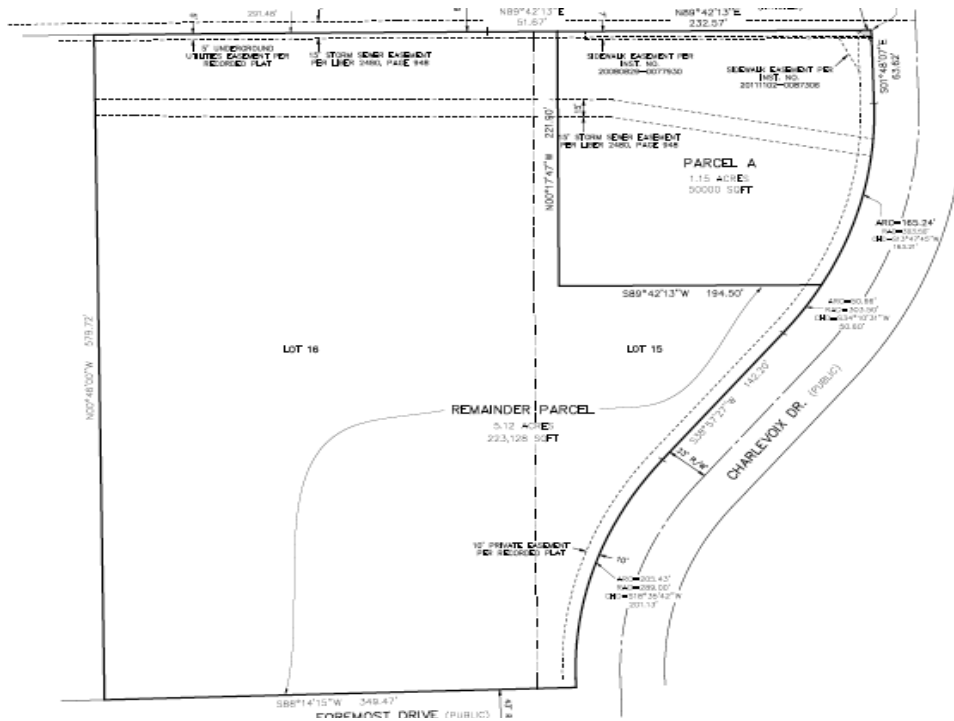
# EXHIBIT A – Legal Description

## PARCEL "A" DESCRIPTION:

Part of Lot 15, Foremost Centennial Park No. 2, according to the Plat thereof, as recorded in Liber 76 of Plats on Page 13, part of the NW 1/4 Section 17, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at the NE corner of said Lot 15 thence S01°48'07"E 63.62 feet along the Westerly line of Charlevoix Drive; thence Southerly 165.24 feet along said Westerly line on a 303.50 foot radius curve the right, the chord of which bears S13°47'45"W 163.21 feet; thence N89°42'13"W 194.50 feet; thence N00°17'47"W 221.90 feet to the South line of 28th Street; thence N89°42'13"E 232.57 feet along said South line to the Place of Beginning.  
Parcel contains 1.15 acres.

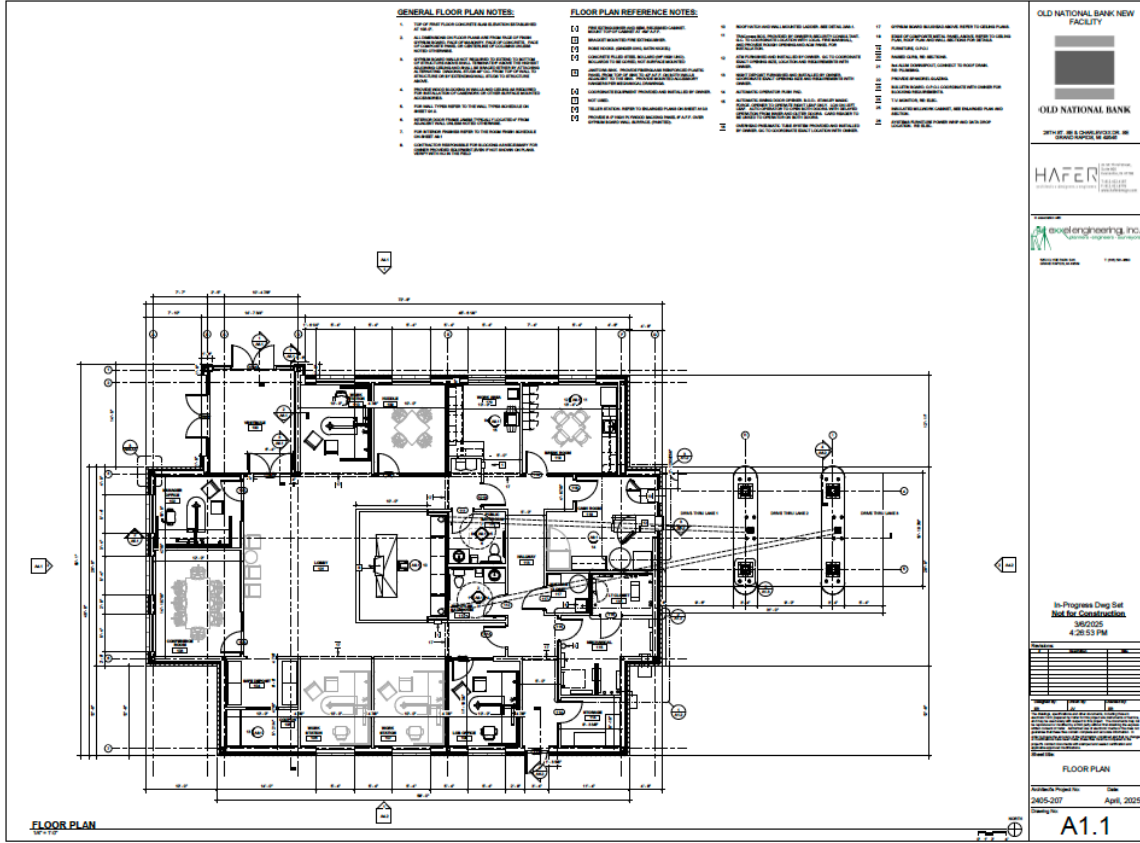
## REMAINDER PARCEL DESCRIPTION:


Lots 15 and 16, Foremost Centennial Park No. 2, according to the Plat thereof, as recorded in Liber 76 of Plats on Page 13, part of the NW 1/4 Section 17, T6N, R10W, Cascade Township, Kent County, Michigan, except, part of Lot 15, Foremost Centennial Park No. 2, according to the Plat thereof, as recorded in Liber 76 of Plats on Page 13, part of the NW 1/4 Section 17, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at the NE corner of said Lot 15 thence S01°48'07"E 63.62 feet along the Westerly line of Charlevoix Drive; thence Southerly 165.24 feet along said Westerly line on a 303.50 foot radius curve the right, the chord of which bears S13°47'45"W 163.21 feet; thence N89°42'13"W 194.50 feet; thence N00°17'47"W 221.90 feet to the South line of 28th Street; thence N89°42'13"E 232.57 feet along said South line to the Place of Beginning. Parcel contains 5.12 acres.



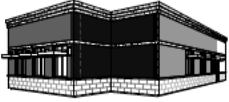








**NORTHWEST 3D VIEW**



**SOUTHWEST 3D VIEW**

**ELEVATION MATERIAL LEGEND:**

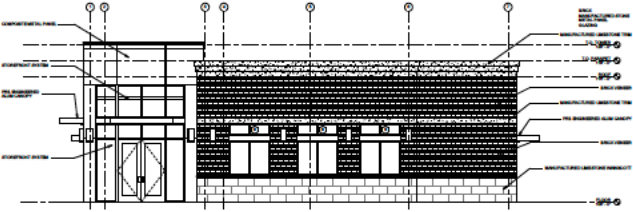
[Symbol]	BRICK
[Symbol]	CONCRETE
[Symbol]	GLASS
[Symbol]	WOOD
[Symbol]	STONE

**ELEVATION GENERAL NOTES:**

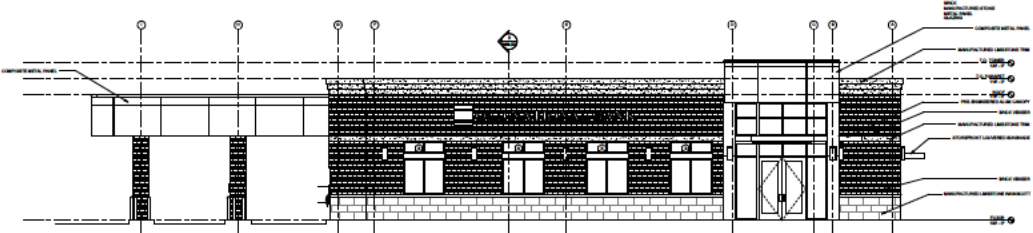
1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE 2018 IBC.
2. REFER TO ALL OTHER DRAWINGS FOR MATERIALS AND FINISHES.
3. REFER TO ALL OTHER DRAWINGS FOR DIMENSIONS AND LOCATIONS.
4. REFER TO ALL OTHER DRAWINGS FOR NOTES AND SPECIFICATIONS.

**GLAZING SCHEDULE:**

TYPE 01	ALUMINUM CURTAIN WALL
TYPE 02	ALUMINUM CURTAIN WALL
TYPE 03	ALUMINUM CURTAIN WALL
TYPE 04	ALUMINUM CURTAIN WALL
TYPE 05	ALUMINUM CURTAIN WALL




**WEST ELEVATION**



**NORTH ELEVATION**

**OLD NATIONAL BANK NEW FACILITY**



**HAFER**

**excel engineering, inc.**


In-Progress Dwg Set  
Not for Construction  
3/6/2025  
4:26:55 PM

Project	Sheet	Revised


**EXTERIOR ELEVATIONS**

Project No: 2405-207 Date: April, 2025

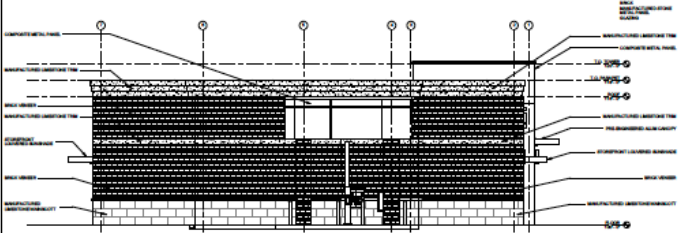
**A4.1**



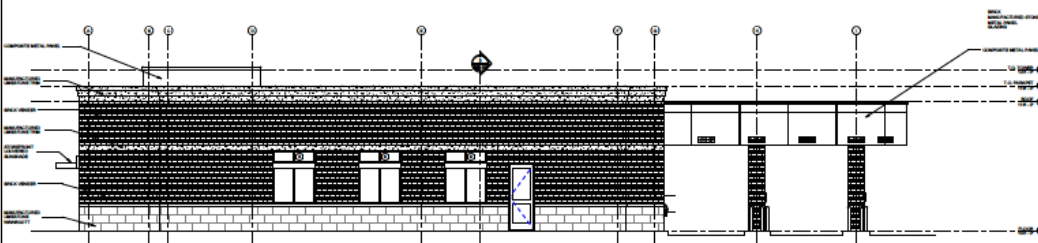
**SOUTHEAST 3D VIEW**



**NORTHEAST 3D VIEW**



**EAST ELEVATION**  
1/8" = 1'-0"



**SOUTH ELEVATION**  
1/8" = 1'-0"

Project Name  
Drawing No.

**ELEVATION MATERIAL LEGEND:**

[Pattern]	BRICK
[Pattern]	CONCRETE
[Pattern]	GLAZED METAL PANEL
[Pattern]	UNGLAZED METAL PANEL
[Pattern]	GLAZED ALUMINUM PANEL
[Pattern]	UNGLAZED ALUMINUM PANEL


**ELEVATION GENERAL NOTES:**

- ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE TO FACE.
- REFER TO MEETINGS FOR MATERIALS AND FINISHES.
- INDICATED GLAZING SYSTEMS ARE TO BE USED UNLESS OTHERWISE NOTED.

**GLAZING SCHEDULE:**

TYPE 1	1" GLAZING SYSTEM
TYPE 2	1/2" GLAZING SYSTEM
TYPE 3	1/4" GLAZING SYSTEM
TYPE 4	1/2" GLAZING SYSTEM
TYPE 5	ALUMINUM GLAZING SYSTEM

**OLD NATIONAL BANK NEW FACILITY**



**OLD NATIONAL BANK**

200 WEST 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202

**HAFFNER**

ARCHITECTS

1000 14TH AVENUE, SUITE 1000  
DENVER, COLORADO 80202

**HAFFNER ENGINEERING, INC.**

MECHANICAL ENGINEERS

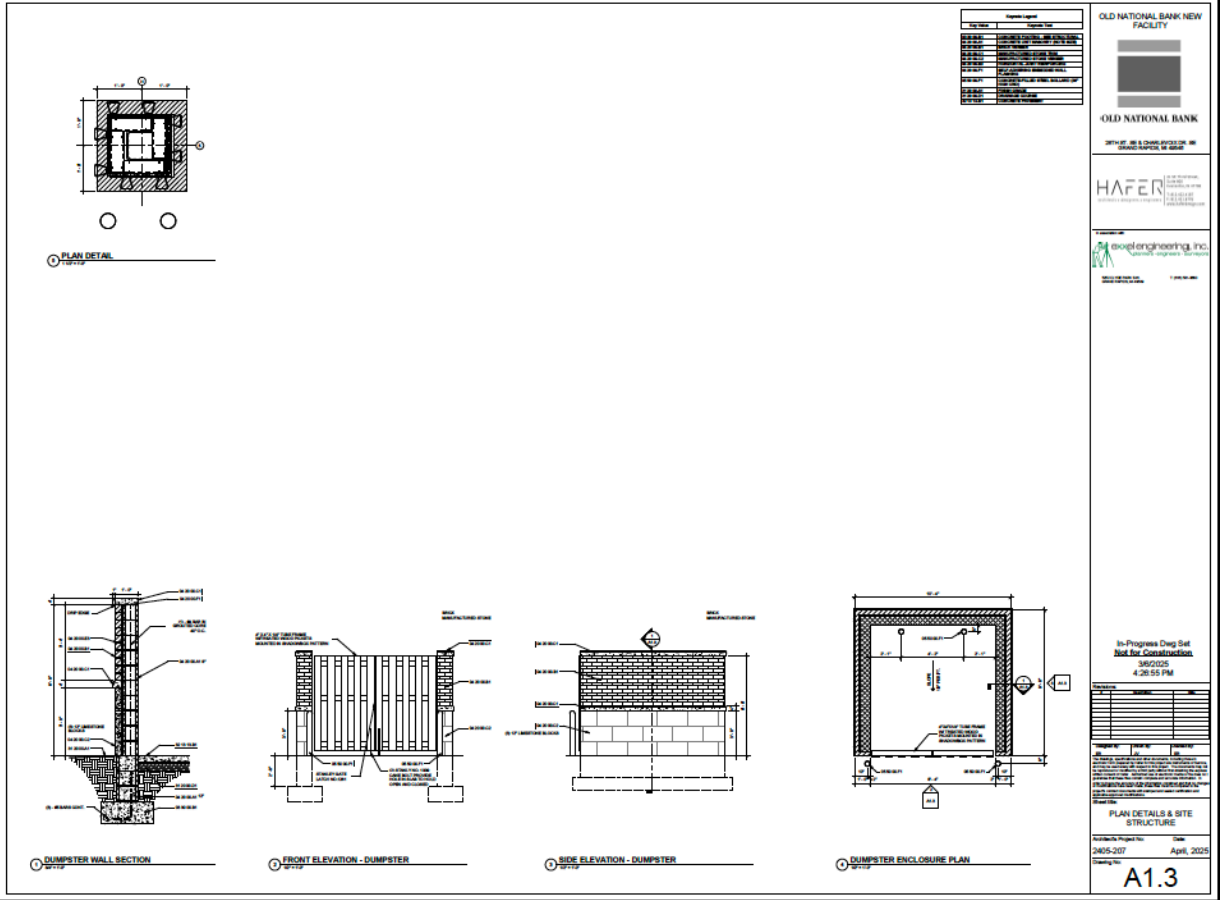
1000 14TH AVENUE, SUITE 1000  
DENVER, COLORADO 80202

In-Progress Draw Set  
Not for Construction  
3/6/2025  
4:26:57 PM

NO.	REVISION	DATE

**EXTERIOR ELEVATIONS**

Project No. 2405-207 Date: April, 2025  
Drawing No. **A4.2**





# CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

**Date** May 19, 2025  
**To** Planning Commission, Andrea Hendrick  
**From** Aric Thorne, PE  
**Subject** Introduction to the Stormwater Ordinance and 2851 Charlevoix Drive SE  
Stormwater Review Comments

The Michigan Department of Environment, Great Lakes, and Energy requires municipalities that discharge stormwater to surface waters of the State to maintain a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer permit. NPDES is a program that was created by the Clean Water Act of 1972 and is administered by the U.S. Environmental Protection Agency. As a condition of the permit, Cascade Township must impose a stormwater ordinance to address post-construction stormwater runoff from new and redevelopment projects.

The stormwater ordinance applies to the following:

- Developments disturbing one acre or more;
- Developments disturbing less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more; and
- Developments requiring site plan review under Chapter 21 of the Township Zoning Ordinance regardless of size.

Exemptions include:

- Construction of individual single- and two-family residential structures;
- Additions or modifications to existing single- and two-family residential structures; and
- Construction, development, or redevelopment associated with aeronautical facilities at Gerald R. Ford International Airport.

The purpose of a stormwater ordinance is to establish minimum stormwater management requirements through legal regulation to reduce flood damage, minimize pollution, protect water resources, and ensure public health and safety. The current Township stormwater ordinance was made effective in 2022, replacing the previous ordinance of 2002, last amended in 2008. It was written with the assistance of the Stormwater Ordinance Committee of the Lower Grand River Watershed (LGROW) – a department of the Grand Valley Metro Council (GVMC).

GVMC is the Metropolitan Planning Organization for the Greater Grand Rapids area. The Township collaborates with GMVC along with 22 other members that include local municipalities, universities, and school districts for the purpose of transportation planning and programming. In the case of stormwater, the partnership engages the Township with LGROW staff that help ensure compliance with NPDES permit requirements. Working in partnership this way allows for

consistent standard language across area members' stormwater ordinances and guidelines, improving ease of use and interpretation for engineers, policymakers, and site developers.

Previous versions of the stormwater ordinance identified many of the overarching principles that define modern best management practices like preventing non-point source pollution and maintaining stream channel integrity but insufficiently applied explicit rules. Stronger regulatory language with practical targets does that and makes administration and enforcement clearer in the current ordinance. For example, the following are some current standard stormwater requirements for site development:

- Treat the runoff generated from 1-inch of rainfall over the project site with a minimum 80-percent total suspended solids removal.
- Retain on-site the increase between pre- and post-development runoff volume and rate for all storms up to and including the 2-year, 24-hour rainfall event.
- Design storm sewers and swales for the 10-year storm, and open channels for the 25-year storm; and
- Provide retention or detention for the 25- up to the 100-year storm (varies based on location within the Township).

The full extent of details, exceptions, and conditions are available in the Stormwater Standards Manual. This is a separate document from the stormwater ordinance. Whereas the stormwater ordinance establishes the legal framework and regulatory requirements for site developers, the standards manual provides technical guidelines and design criteria to ensure compliance with the ordinance. It provides supporting information for conducting the stormwater review process.

As a final part of the stormwater review, a legally binding maintenance agreement between the developer and Township is required prior to construction drawing approval. This agreement highlights all the stormwater controls on-site (e.g., catch basins, swales, open channels, etc.), details a schedule of long-term inspection and maintenance responsibilities, and provides the means for tracking of compliance. This is filed with the Kent County Register of Deeds and a copy is required to be provided to the Township.

The applicant at 2851 Charlevoix Drive SE proposes the redevelopment of an existing parcel. Most of the 1.15-acres site is presently impervious surface in the form of a parking lot. Actual current and proposed impervious surface area is not specified on the plan. An existing 18-inch storm sewer is located through the site within a 15-foot-wide easement. Proposed stormwater facilities include the addition of five catch basins and the building roof drains tied into this sewer. The sewer drains across Charlevoix Drive SE into a private drainage easement and ultimately across 28th Street into a Kent County Drain Commissioner (KCDC) easement.

The Cascade Township stormwater ordinance is inadequately met by this proposed design, namely in its water quality and flood control requirements. The following measures could be proposed by the applicant to satisfy said components:

- Water Quality: reduce impervious area on-site to allow storm water to infiltrate the ground; design stormwater control(s) such a detention basin; and/or implement engineered

solutions within storm infrastructure like water quality devices inside catch basins (e.g., to reduce suspended pollutant particles in runoff downstream).

- Flood Control: create a permanent pool, or detention basin, or underground storage with capacity for the 100-year storm with a maximum release rate of 0.13-cubic-feet-per-second-per-acre.

Similar projects have been designed, reviewed, and approved for construction under the 2022 Stormwater Ordinance, including Fire Station #1 at 2865 Thornhills Avenue SE and Kuiper Kraemer at 6660 Old 28th Street SE. Both were redevelopment projects with comparable work scopes and site constraints. The former utilized underground retention/infiltration beds with pre-treatment provided by mechanical water quality devices and vegetated swales. The latter cleared and graded space behind existing parking for a retention basin and included pretreatment by means of a leaching basin in the parking lot.

The Township has discretion to accept alternative standards or to waive certain standards by approving site-specific deviations provided the goals of the stormwater ordinance are upheld. Deviations generally would consist of one of the following:

- Channel protection approaches (e.g., allowing for extended detention in the case of poorly drained soils throughout the site);
- The use of a shared, or regional stormwater management facility which possesses the demonstrable capacity to handle the proposed increased storm runoff with the written approval of the responsible owner (typically KCDC);
- Minimum building floor and opening elevations provided certification by a professional engineer; and/or
- Granted as a variance(s) by the Board of Trustees or through an appeal to the Board of Trustees if practical difficulties were demonstrated.

In this way the Township may condone the redevelopment of a site with less-than-standard stormwater controls by acknowledging significant site constraints that make total compliance with the stormwater ordinance impossible or cost prohibitive. Although, it does so at the risk of creating inconsistencies in requirements across applicants and/or their proposed development sites. Exceptions should be exercised in only extenuating circumstances and with clear understanding as to why they apply to certain site developments opposed to others.

I recommend that the applicant for 2851 Charlevoix Drive SE be required to resubmit materials including site plans and stormwater calculations per the stormwater review checklist. This is included as part of the standards manual to aid applicants in their submissions. The original submission omits several important review items that are required on the list including but not limited to the following:

- Profiles of storm sewers and description of pipe materials and lengths.
- Drainage map with subcatchment boundaries, areas, and flow paths.
- Emergency overflow spillways and pipes and/or documentation of downstream culvert(s) to demonstrate an adequate outlet.

- Calculations of stormwater rates and volumes for each point of discharge or treatment train for pre- and post-development conditions for the design storms.
- Calculation of best management practices as applicable (e.g., if underground storage is added to the design).

The proposed design should meet the stormwater ordinance requirements or at a minimum, elaborate on the site conditions that make adherence unreasonable and propose alternative solutions. The submitted documents do not satisfy the requirements of the stormwater ordinance and disregard stormwater requirements or fail to explain substandard design selections.

**CASCADE CHARTER TOWNSHIP**

**PLANNING COMMISSION**

**MONDAY, May 19, 2025  
6:00 PM**

**ARTICLE 10.**

**Case #25-3883 – Public Hearing**

**Applicant:** Tony Bonnema, W.M. Brick & Stone, LLC

**Property Address:** 6103 60th St. SE

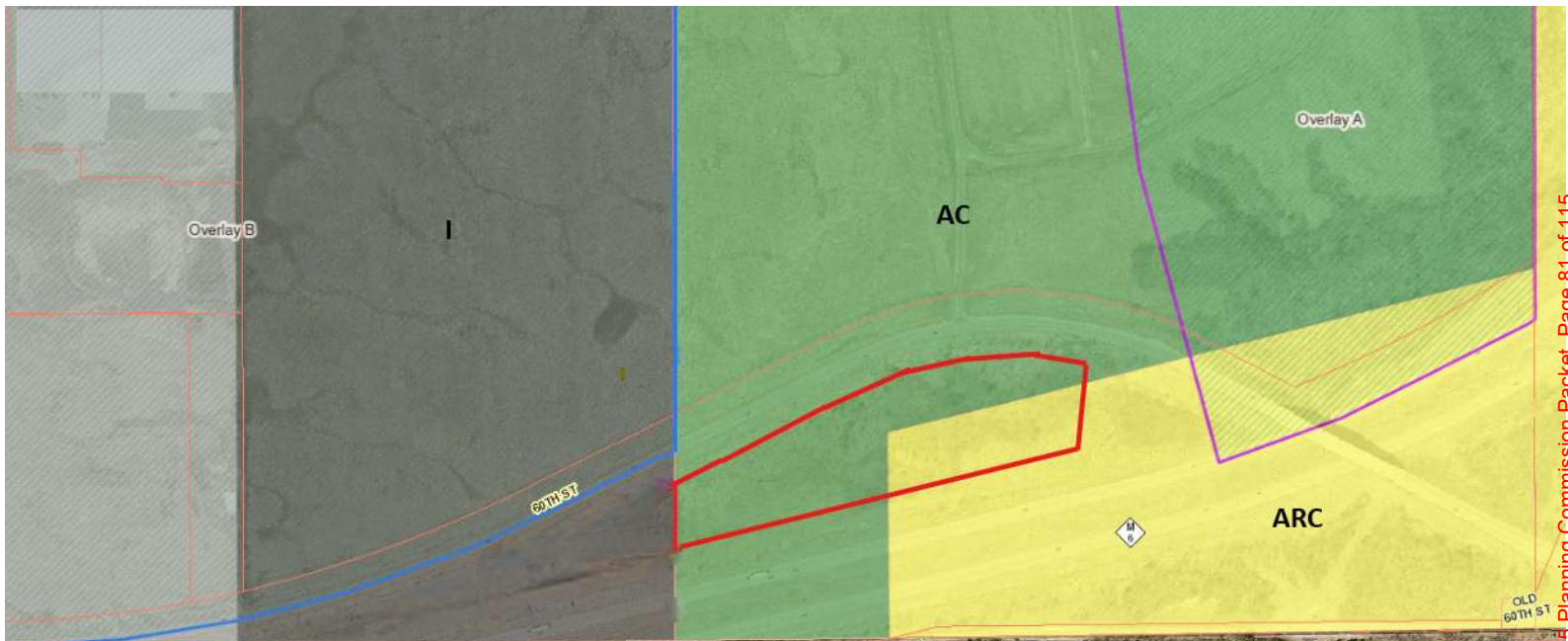
**Parcel Number:** 41-19-32-400-018

**Requested Action:** Request for a Conditional Rezoning from

AC – Airport Commercial and ARC –

Agriculture Rural Conservation to I – Industrial.

# PARCEL & ZONING MAP





# CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE • Grand Rapids, MI 49546

## CONDITIONAL REZONING STAFF REPORT

STAFF REPORT: Case #25-3883  
 REPORT DATE: May 14, 2025  
 PREPARED FOR: Cascade Charter Township Planning Commission  
 MEETING DATE: May 19, 2025  
 PREPARED BY: Andrea Hendrick, Planning Director

### APPLICATION SUMMARY:

APPLICANT: Tony Bonnema, WM Brick & Stone

ADDRESS: 6103 60<sup>th</sup> Street SE

PARCEL NUMBERS: 41-19-32-400-018

REQUESTED ACTION: Public hearing for a Conditional Rezoning from AC- Airport Commercial and ARC – Agriculture Rural Conservation to Industrial with Specific Conditions proposed by the applicant.

REQUIREMENTS: Chapter 13: Industrial Zone District  
 Section 17.07.i. Special Use: Private Contractor Storage Yards  
 Section 18.13: Height, Lot Area, and Building Placement Standards  
 Chapter 19: Access, Parking, and Loading  
 Chapter 20: Landscaping and Greenbelt Provisions  
 Section 21.05 Required Site Plan Information  
 Section 25.04 Amendment Procedures

EXISTING ZONING : AC, Airport Commerce (west) and  
 ARC, Agriculture Rural Conservation (east)

GENERAL LOCATION: The subject property is located on the south side of 60<sup>th</sup> Street, immediately south of the Airport proper and north of M-6.

PARCEL SIZE: Approximately 8.8 acres

EXISTING LAND USE: Vacant

ADJACENT PROPERTIES: N: AC Gerald R. Ford Airport  
 W: I Vacant (MDOT owned)  
 S: ARC M-6 and office land uses south of M-6  
 E: ARC Vacant (MDOT and County-owned)

**PROPERTY HISTORY:**

The subject property is split zoned, with AC, Airport Commerce zoning to the west and ARC, Agriculture Rural Conservation zoning to the east. The site is currently vacant and does not have any prior history of development. Many of the surrounding properties are owned by MDOT because the subject site has frontage on M-6 to the south. The site currently has heavy vegetation with mature growth trees and grasses.

**Case #24-3837**

**5-20-2024 Planning Commission Basic Plan Review:**

The current project was presented to the Planning Commission on May 20, 2024, as Basic Plan Review to determine if the Planning Commission would consider the proposed use appropriate for the site.

- At that time, the Planning Commission was in the process of rewriting the Master Plan.
- The draft Future Land Use Map at that time designated this parcel as Airport Zone.
- The goal of the basic plan review was to allow the applicant to have a more informal conversation with the Planning Commission in advance of the adoption the Master Plan and Future Land Use Map.
- The Planning Commission discussed the proposed project and determined that the project was incompatible with previous discussion and vision for industrial in that area.
- The Planning Commission chose not change the draft the Future Land Use Map based on the applicant’s request.

**PROPOSED REQUEST**

The applicant would like to use the subject site to sell, store, and display hardscaping materials on the west portion of the subject site. The applicant has applied for a Conditional Rezoning, Special Use, and Site Plan review consecutively. At this point the applicant has not provided adequate information to clearly identify how the proposed submissions meet the general requirements of the Zoning Ordinance and Specific Special Use requirements for private contractor storage and service yard and outdoor storage of equipment and materials.

**SECTION 21.03.03: Site Plan Procedure for Approvals Including Rezoning**

*“If rezoning of the land is required to allow the proposed development or use of the property as provided for in the site plan, a concept approval of the site plan by the Township Planning Commission shall be considered contingent upon rezoning of the subject property by the Township Board; such concept site approval shall not be construed as any assurance of such rezoning nor shall it be binding on the applicant if the rezoning is approved.”*

If the applicant provides conditions that the Township Board determines are acceptable, and subsequently Conditionally Rezone the property, the applicant will then come back to the Planning Commission for Special Use and Site Plan Approval. Therefore, the approval process for the proposed request will require multiple hearings.

*TIMELINE*

The timeline below assumes that the applicant meets all the requirements for approval and does not factor delays in the process.

- 2025-04-21 Planning Commission Review – Set Public Hearing
- **2025-05-19 Planning Commission Public Hearing – Recommendation**
- 2025-05-28 Township Board Ordinance Introduces Conditional Rezoning

- 2025-06-11 Township Board Ordinance Adopts Conditional Rezoning
- 2025-06-16 Planning Commission Site Plan Review & Special Use Public Hearing
- 2025-06-25 Township Board Special Use Approval

*CONDITIONAL REZONING*

The applicant’s request for a Conditional Rezoning for the subject property is unique. The Cascade Charter Township Zoning Ordinance does not have specific procedural standards for Conditional Rezoning that are different from other Rezoning requests. However, the Michigan Zoning Enabling act allows applicants to request the rezoning of a property with voluntary restrictions.

**Michigan Zoning Enabling Act (Act 110 of 2006) Section. 405**

- (1) An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.*
- (2) In approving the conditions under subsection (1), the local unit of government may establish a time period during which the conditions apply to the land. Except for an extension under subsection (4), if the conditions are not satisfied within the time specified under this subsection, the land shall revert to its former zoning classification.*
- (3) The local government shall not add to or alter the conditions approved under subsection (1) during the time period specified under subsection (2) of this section.*
- (4) The time period specified under subsection (2) may be extended upon the application of the landowner and approval of the local unit of government.*
- (5) A local unit of government shall not require a landowner to offer conditions as a requirement for rezoning. The lack of an offer under subsection (1) shall not otherwise affect a landowner's rights under this act, the ordinances of the local unit of government, or any other laws of this state.*

Most Notable, in a conditional rezoning the Township may not add or alter the conditions voluntarily offered by the applicant.

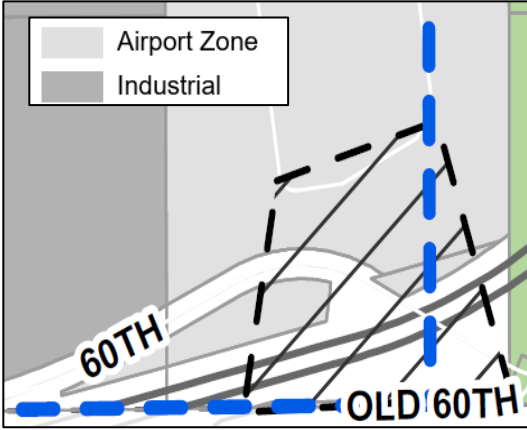
With Conditional Rezonings, the owner-imposed conditions are narrow and restrictive enough to create situations where an otherwise unsuitable parcel in a certain Zone District is compatible with the adjacent properties. This is a legal agreement between the Township and landowner and is a tool that can help landowners and the Township to facilitate quality development that would not otherwise be viable.

The original request presented a very broad list of proposed industrial uses that could be allowed under the rezoning request. The applicant has now modified the request to include very limited uses on the site.

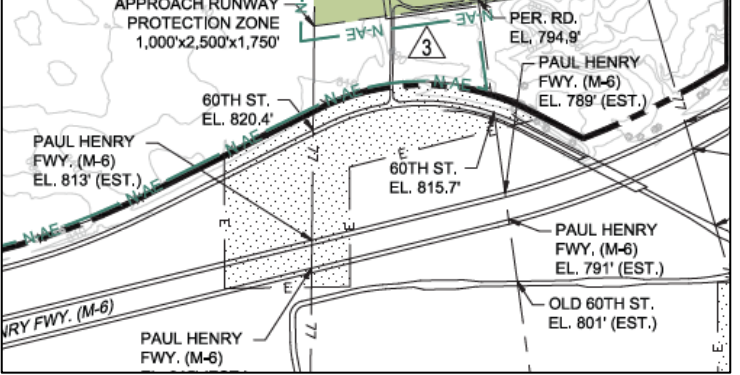
- (1) the maximum height of a building on the Applicant Property shall not exceed thirty-five (35) feet;
- (2) all portions of the Property located within the Airport Safety Zone, as depicted on the Future Land Use Map dated July 10, 2024, shall remain undeveloped; and
- (3) the Property shall be used for selling and storing building and landscaping materials and merchandise; both indoor and outdoor storage of building and landscaping materials and merchandise; operation of vehicles and equipment in conjunction with the loading, unloading, and transportation of building and landscaping materials and merchandise; on-site parking and loading; and, incidental office and retail space in conjunction therewith.

**REZONING REVIEW PROCESS**

After holding the public hearing, the Planning Commission must consider the appropriateness of the rezoning using the following factors:

PLANNING COMMISSION CONSIDERATIONS	FINDINGS
<p>1) Whether a proposed land use change is consistent with the goals, objectives, policies, and intent of the Cascade Charter Township Master Plan;</p>  <p>The map shows a legend with 'Airport Zone' in light grey and 'Industrial' in dark grey. A road labeled '60TH' runs diagonally from the bottom left towards the top right. Another road labeled 'OLD 60TH' runs parallel to it, slightly below. A dashed line indicates a boundary or boundary change. A blue dashed line runs vertically through the center of the map.</p>	<p>The proposed rezoning is <u>not</u> consistent with the Master Plan’s Future Land Use (FLU) Map, which designates the property as “Airport Zone.” This designation emphasizes low intensity airport-related commerce, office, and transitional commercial activity, not general industrial or contractor yard uses.</p> <p>As mentioned above, the subject property was reviewed by the Planning Commission in May of 2024 to determine if Industrial was appropriate for the the future land use.</p> <p>The Planning Commission found that Industrial was not appropriate for the following reasons:</p> <ul style="list-style-type: none"> <li>• Lack of access to utilities</li> <li>• A clear community desire to prevent the negative impacts of industrial creep east of the airport</li> </ul> <p>The applicant has provided an argument in Addendum #2 that reference page 50 of Master Plan, that:</p> <p><i>“(A)ny land surrounding the airport that is subject to Township local zoning is planned to remain as undeveloped open space, greenspace, or greenway – as the Future Land Use map indicates.”</i></p> <p>This is a direct quote from the Master Plan; however, the subject parcel is not within the FLU designation referred to in this section. That section refers to the “Golf Course or Open Space” designation. The subject parcel is in the “Airport Zone” FLU designation, which states that parcels with this designation correlate with the Airport Commercial Zone District. Allowed uses include a variety of low intensity airport-related commerce, office, and transitional commercial uses.</p> <p>The Future Land Use designation of the property continues to be the most challenging factors to overcome when determining the appropriateness of Rezoning.</p>

<p>2) Whether a proposed land use change meets or exceeds all performance and locational standards set forth for the proposed use;</p> <p><b>Section 17.07.2(i)</b></p> <p><i>1) A minimum lot size of three (3) acres.</i></p> <p><i>2) The minimum setback for use and structures other than employee and customer parking shall be 100 feet from the street right-of-way and 50 feet from side or rear property line.</i></p> <p><i>3) A buffer strip shall be required along all property lines.</i></p> <p><i>4) Repair of vehicles shall be done within a totally enclosed building.</i></p> <p><i>5) The storage of vehicle parts or inoperable vehicles shall be done within an enclosed building.</i></p> <p><i>6) Except for visitor parking, operable vehicle parking and storage and all material storage shall be within a fenced area.</i></p>	<p>The proposed contractor yard and outdoor storage will require Special Use approval for outdoor storage. A full site plan set will be reviewed by the Planning Commission later. However, the Planning Commissions should consider if the site can meet the performance and location standards for this use. These standards are found in Section 17.07.2(i)</p> <p><i>1) This site meets the minimum size requirement.</i></p> <p><i>2) The current site plan indicates that multiple site elements are located within the 100-foot set back from the street right of way. The increased setback standard will be difficult to meet for the following reasons:</i></p> <ul style="list-style-type: none"> <li><i>• the unusual shape of the site</i></li> <li><i>• the location between both 60<sup>th</sup> to the north and M-6 to the south</i></li> <li><i>• the avigation easement on the east side of the site.</i></li> </ul> <p><i>3) The buffer strip is likely possible on all required property lines.</i></p> <p><i>4) The applicant has indicated that this standard will be met.</i></p> <p><i>5) The applicant has indicated that this standard will be met.</i></p> <p><i>6) The current site plan indicates this standard will be met.</i></p> <p>The proposed Conditional Rezoning has demonstrated that it can meet or exceed all performance and location standards except the setback requirements. The applicant should confirm that the specific Special Use standards can be met in this specific site.</p>
<p>7) Whether a proposed land use change is consistent with the densities, intensities, and general uses set forth in the Cascade Charter Township Master Plan;</p>	<p>The current Future Land Use designation is Airport Zone, and this is due to its relative location to the north south runway. A portion of the property is in the Airport Safety Zone which has limitations on obstructions for the primary purpose of the protection of people and property on the ground. Additionally, the Airport Layout Plan, dated 2/10/2023, indicates that the subject parcel contains an avigation easement over much of the property.</p>

	<p>Addendum #2, submitted by the applicant, has limited the proposed use to one (1) industrial use along with associated activities. The density and intensity of the proposed Conditional Rezoning is consistent with other allowed uses in the Airport Commercial Land Use Designation. The preservation of the east portion of the property consistent with the Airport Layout Plan.</p> 
<p>8) Whether a proposed land use change will protect, conserve or preserve environmentally critical areas and natural resources;</p>	<p>The southeastern portion of the parcel is located within the ARC – Agricultural/Rural Conservation zoning district, which prioritizes the preservation of natural features, rural viewsheds, and low-impact development. The preservation of this area, whether due to the applicant’s self-imposed conditions or the existing avocation easement, the proposed land use change meets this requirement.</p>
<p>9) Whether a proposed land use change will be compatible with the existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property;</p>	<p>The application as submitted with the reduced setbacks and landscaping has not demonstrated that it will not be detrimental. The lack of landscaping and screening as currently proposed may be detrimental.</p>
<p>10) Whether the location of a proposed land use change places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development;</p>	<p>Currently, 60<sup>th</sup> Street has a very low AADT of roughly 4,400. This means that an average of 4,400 cars per day use this road. The use as explained in this application will likely be minimal and will not place an undue burden on the existing transportation services.</p>
<p>11) Whether a requested use will be in compliance with all applicable General Provisions and Special Use Regulations pertaining to the use, as set forth elsewhere in the Zoning Ordinance; and</p>	<p>This is addressed in section 2 above.</p>
<p>12) Whether a proposed change is to rectify errors on the Official Zoning Map</p>	<p>The current Future Land Use and Zoning of the property is intentional and there is no error on the official Zoning Map.</p>

## **AIRPORT COMMENTS**

Planning Staff provided a copy of the Conditional Rezoning application to Brian Hilbrands, the Planning Manager at the Gerald R. Ford International Airport Authority. While he didn't have specific comments about the rezoning request, he provided feedback on the preliminary site plan. His comments are stated below.

- *The draft agreement notes that the maximum building height shall not exceed thirty-five feet. It is important to note that any building will also need to meet Part 77 approach surface height restrictions, which may be more restrictive. This would be confirmed with a final site plan review.*
- *The plans note that the site will have outdoor storage of landscape materials. It should be ensured that any outdoor storage does not become a wildlife attractant that could create a safety hazard for aircraft.*

## **PUBLIC COMMENT**

No public comment has been received either in support of or opposition to the project.

## **RECOMMENDATIONS**

Given the binary nature of the Township's options, and the failure of the applicant to provide a site plan that meets the Special Use requirements of the proposed use, staff recommends the Planning Commission provide a negative recommendation to the Township Board.

## ***SAMPLE MOTION***

I make a motion to recommend DENIAL of the Conditional Rezoning of 6103 60<sup>th</sup> Street for the following reasons:

- 1) The request is not consistent with the goals and objectives of the Master Plan and the Future Land Use designation for the subject property.
- 2) The request does not meet the performance and location standards set forth for the proposed use.
- 3) The preliminary plan does not demonstrate compliance with the Special Use regulations of the Zoning Ordinance.

## **ATTACHMENT**

- 1) Application
- 2) Owner affidavit
- 3) Narrative
- 4) Addendum #2
- 5) Preliminary Site Plan
- 6) May 20<sup>th</sup>, 2024, Planning Commission Minutes



# CASCADE CHARTER TOWNSHIP

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

## PLANNING & ZONING APPLICATION

APPLICANT: Name: W.M. Brick and Stone, LLC

Address: 4196 Thornapple River Dr. SE

City & Zip Code: Grand Rapids, MI 49512

Telephone: 616-974-9750

Email Address: Tony@wmbsllc.com with a copy to Psweeney@rhoadesmckee.com

OWNER: \* (If different from Applicant)

Name: Koning Investments IV, LLC

Address: 470 Stanton Farms Drive

City & Zip Code: Caledonia, MI 49316

Telephone: \_\_\_\_\_

Email Address: Kkoning@m37cars.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 type="checkbox"/> P.U.D. – Site Condominium *	<input checked="" type="checkbox"/> Rezoning
<input 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:\*\*

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**Please see attached narrative statement.**

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

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

Please see Exhibit A to narrative statement.

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(\*\*Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 - 32-400-018

ADDRESS OF PROPERTY: 6103 60th Street

PRESENT USE OF THE PROPERTY: Vacant

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

Name(s)	Address(es)
<hr/>	<hr/>
<hr/>	<hr/>

**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.)*

**Koning Investments IV, LLC**  
**Ken Koning, Manager**

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

\*  2/25/25  
Owner's Signature & Date  
(\*If different from Applicant)

**W.M. Brick and Stone, LLC**  
**Tony Bonnema, Manager**

Applicant – Print or Type Name

 2/25/25  
Applicant's Signature & Date

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

Rev. 7/27/21

**AFFIDAVIT FOR  
PERMISSION TO REZONE PROPERTY**

As the real property owner(s) of the land located at 6103 60th Street in

Cascade Township, Michigan, I (we) hereby grant permission to W.M. Brick and Stone, LLC

to petition the Township for a rezoning of the aforementioned property from

AC and ARC to I - Industrial.

Ken Koning, Manager of Property Owner  
(Property Owner's Signature)

  
\_\_\_\_\_  
(Property Owner's Signature)

**VERIFICATION BY NOTARY**

STATE OF: Michigan )

) ss.

COUNTY OF Kent )

The foregoing instrument was acknowledged before me on this 25<sup>th</sup> day of

February, 2025 by Ken Koning, Manager of Koning Investment IV, LLC

Carrie A Seifert

Notary Public

County of Barry

State of Michigan

CARRIE A SEIFERT  
Notary Public, State of Michigan  
County of Barry  
My Commission Expires 04-24-2027  
Acting in the County of Kent

My Commission Expires: 4/24/2027

February 21, 2025

Ms. Andrea Hendrick  
 Community Planning & Development Director  
 5920 Tahoe Dr. SE  
 Grand Rapids, MI 49546  
 ahendrick@cascadetwp.com

*Via Electronic Mail  
 ahendrick@cascadetwp.com  
 and USPS Express Mail*

Re: Application for Rezoning of Property to I-Industrial  
 Our File No: 113520-1

Dear Ms. Hendrick:

W.M. Brick and Stone, LLC (“**Applicant**”) submits this application for the conditional rezoning of that certain real property located in Cascade Charter Township (the “**Township**”) which is commonly known as 6103 60th Street, Grand Rapids, Michigan and having Parcel No. 41-19-32-400-018 (the “**Property**”) from its current AC – Airport Commercial and ARC – Agricultural/Rural Conservation to I – Industrial under the Cascade Township Zoning Ordinance (the “**Ordinance**”). Applicant is under contract to purchase the Property from the current owner, Koning Investment IV, LLC (“**Koning**”). Concurrently, Applicant seeks a special land use approval to use the Property for a contractor yard pursuant to the I-Industrial zoning district. Koning supports this rezoning request. The Property’s legal description is attached as Exhibit A.

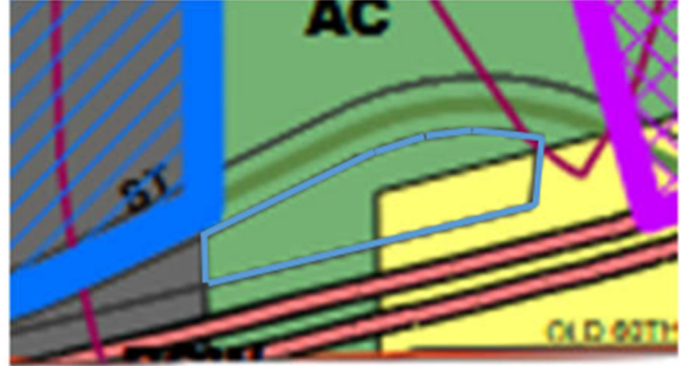
**Property Location**



**Aerial Map**



**Zoning Map**



- ARC, Agriculture Rural Conservation
- AC, Airport Commerce

The Property consists of approximately 8.8 acres of irregularly-shaped vacant land located south of the Gerald R. Ford International Airport (the “**Airport**”), between 60th Street and highway M-6. The Property is approximately 500 feet from the Township’s southern boundary with Caledonia Charter Township. The southeastern portion of the Property is zoned ARC – Agriculture/Rural Conservation while the western and northern portion of the Property is zoned AC – Airport Commercial. The Property is depicted as Airport Zone in the Cascade Charter Township Master Plan (the “**Master Plan**”).

Parcels to the north of the Property are zoned AC – Airport Commercial. Parcels to the east of the Property are zoned ARC – Agriculture/Rural Conservation. Parcels to the west of the Property are zoned I – Industrial. In other words, this Property currently abuts the existing Industrial zoning district, and the granting of this request would constitute a limited expansion of the Industrial zoning district. For the reasons described below, this requested rezoning is the only appropriate classification for this Property that would allow it to be put to any economically beneficial use.

**Development Plan**

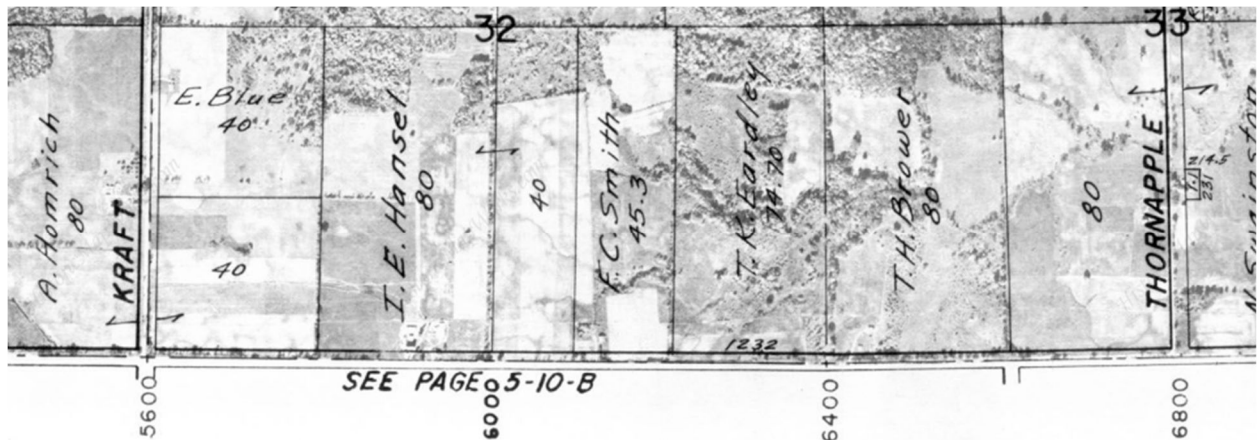
Applicant, a seller of hardscaping material for use in outdoor living spaces, desires to construct a small office and utilize the Property to operate its existing business, which would be relocated from its current leased space on Thornapple River Drive SE. A preliminary site plan is enclosed herewith. Development would occur on approximately the western 1/3 of the parcel, consisting of the office, an open-air material storage area, and a display garden showcasing Applicant’s products. Landscape buffers would be included on the western and southern boundaries, with the eastern approximately 2/3 of the Property left in its natural state.

Applicant's proposed development, which essentially mirrors operations at its current location, is essentially a hybrid contractor yard and retail shop. Because Applicant's products are stored outdoors, Applicant's use is probably best characterized as a contractor's yard under the I-Industrial zoning district; however, Applicant does not fabricate or manufacture anything on-site and does not store or repair construction equipment on-site.

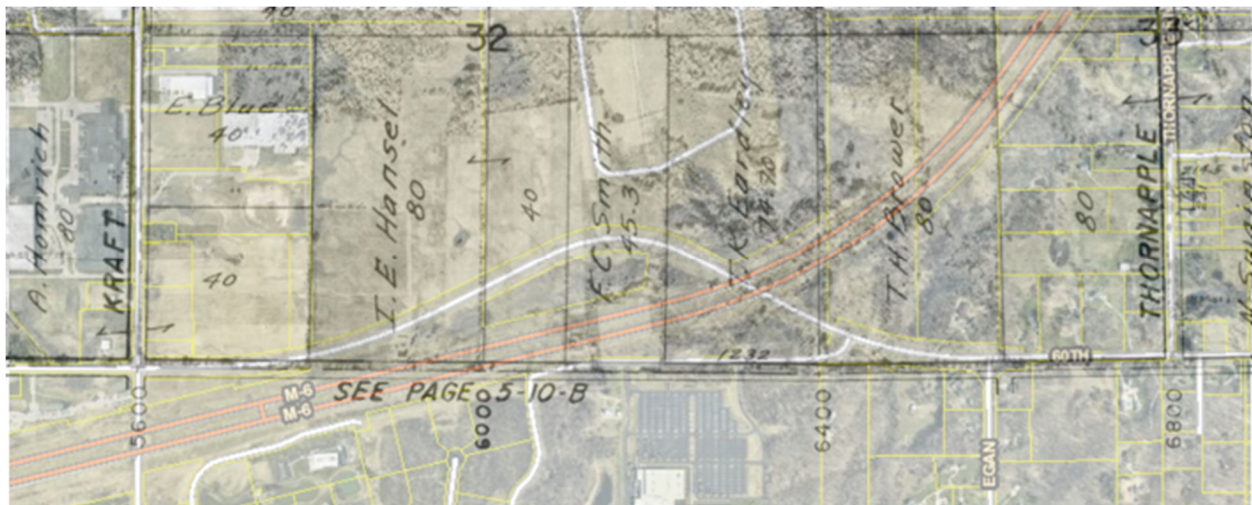
### Property History

Historically, the Property was part of two larger larger parent parcels that were used for agricultural purposes until the 1990s. Due to topography, it appears that only the western portion of the Property was ever farmed.

1960 Aerial Image



However, in 1991, when the route for Highway M-6 was selected, agricultural use of the Property became infeasible. The portion of 60th Street directly south of the Property was relocated to accommodate the construction of Highway M-6. The original route of 60th Street was altered with a curve north to allow a safer passage with the new highway. This separated the Property from its agricultural parent parcels, leaving it sandwiched between M-6 and 60th Street.



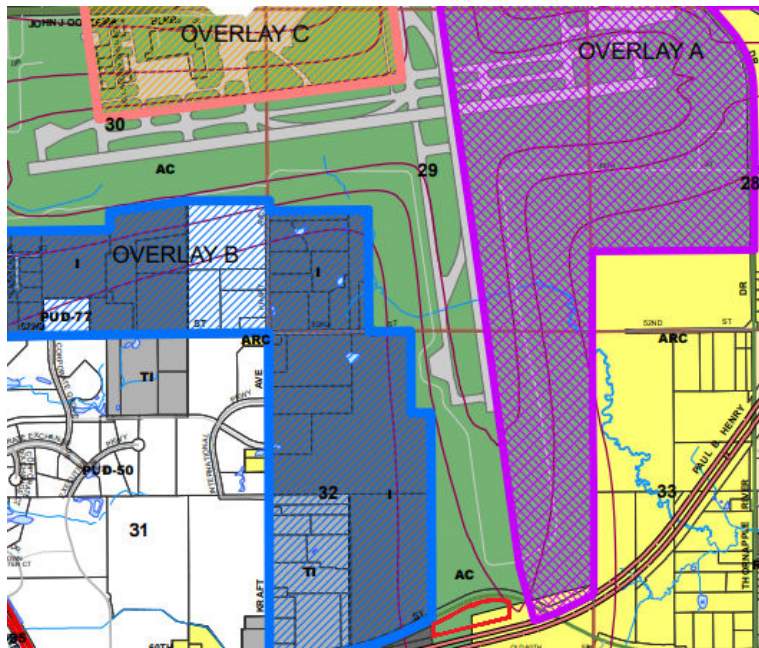
As a result, the Property was created as the lone parcel south of this new 60th Street curve and north of Highway M-6. Following the completion of construction for M-6, the Michigan Department of Transportation conveyed the Property to Koning in 2004. Agricultural use of the Property ceased when it was acquired by MDOT, and the Property has been vacant and unused ever since.

### Surrounding Land Uses

The Airport, in particular the north/south runway, is located directly to the north of the Property. That land is owned by the Airport. West of the Property is the Township's Industrial zoning district. The land east of the Property is undeveloped and owned by the Michigan Department of Transportation. Interstate M-6 lies directly south of the Property, and further south (in Caledonia Township) is a PUD zoning district currently occupied by professional services companies, including banking, insurance, financial planning, and accounting offices.

### Current Zoning Overview

The Property occupies the space between the Industrial zoning district southwest of the Airport and the ARC (Agricultural/Rural Conservation) zoning district southeast of the Airport. The Property is also located between the Airport Overlays A and B.



Under the current zoning of the Property which is split between AC – Airport Commerce and ARC- Agriculture/Rural Conservation, there are **no uses** that are permitted by right for the whole Property. In other words, under current zoning, the Property owner has no right to use this parcel, as a whole, for anything at all.

The ARC – Agriculture/Rural Conservation zoning district is intended to support rural open spaces and low density residential development. It is described in Chapter 7 of the Cascade Charter Township Zoning Ordinance. The intent is to “**conserve the rural open space qualities** of the community and to allow low density residential development in areas where soil conditions, topography, vegetation and or lack of existing or programmed public utilities and urban services **preclude** and will continue to preclude for an extended period, **more intensive development.**” Section 7.02 (emphasis added). “It is further intended of this district to **conserve large tracts of land** suitable for agriculture and other specialized rural uses ...” *Id.* (emphasis added).

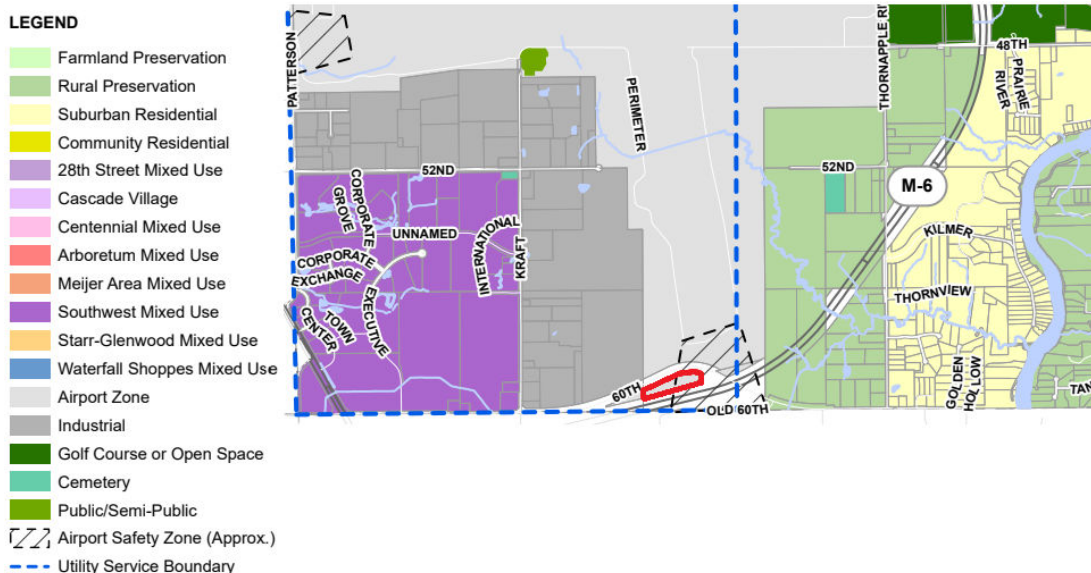
The only uses in the ARC district permitted by right are the uses in the R-1 and R-2 districts, earth-sheltered and mobile home dwellings, and agricultural/farming operations. Sec. 7.03. The R-1 and R-2 districts allow for single family homes, accessory buildings, parks and playgrounds, signs, temporary buildings, and essential public services. Sec. 6.03.

The AC – Airport-Commerce zoning district “is intended to accommodate and promote aeronautical progress for the public good, and to facilitate adequate provision for a system of transportation[.]” Sec. 14.02. The uses in the AC district permitted by right are: airport operations facilities, airport museums, airport viewing areas, hotels/motel, various commercial uses, recreational uses, schools, and general uses related to “Aeronautics.” Sec. 14.03.

There is no overlap between the private uses permitted as of right in the ARC and AC zoning districts. Consequently, the owner of the Property has no right to use the parcel for anything pursuant to current zoning classification.

### 2024 Master Plan

The Property is located within the 2024 Master Plan’s “Airport Zone,” directly adjacent to the Master Plan’s “Industrial Zone.” It is depicted in the Master Plan as shown below:



Similar to the AC zoning district, the purpose of the “Airport Zone” in the Master Plan “is to accommodate and promote aeronautical progress for the public good and to facilitate adequate provisions for a system of transportation[.]” Master Plan, p.50. The Airport Zone also includes “safety zones” at the end of runways “to enhance the protection of people and property on the ground in the event an aircraft lands or crashes beyond the runway.” *Id.* The eastern portion of the Property is located within such a safety zone, further limiting the available uses for the Property.

The Property is located immediately east of the Master Plan’s “Southwest Mixed Use” area. The Master Plan notes that this area “is unique in that it borders several adjacent municipalities[.]” “This area is generally industrial in nature but is planned to accommodate mixed uses.” Appropriate land uses for this area “include light industrial businesses, hotels, retail and commercial business, higher density residential, and office.” “Offering flexibility in land uses is intended to be responsive to market demands in the area, while balancing the Township’s goals for preservation of residential and rural character.”

### **Unique Characteristics of the Property**

Even absent zoning restrictions on the property, the unique characteristics of the Property severely limit its potential economically viable uses. The size, location and lack of infrastructure diminishes the available development options.

The Property is 8.8 acres in an oblong shape pinched between a significant roadway and M-6 Highway. The Property has large valleys and undulations on the eastern portion. The Property has no connections to public sewer and water. The nearest sanitary sewer is located at the corner of Kraft and 60<sup>th</sup>. The Property is subject to heightened noise levels due to its location between the Airport and Highway M-6. Nothing can be built taller than 35 feet on the Property due to its proximity to an Airport runway. The lack of happenstance traffic makes the Property unsuitable for retail uses. The Property is located more than three miles from both the Airport’s main westerly entrance, and from the Airport’s easterly cargo entrance, rendering it unsuitable for any use connected to the Airport.

### **Neither the ARC Nor AC Zoning Districts Permit Any Economically Beneficial Use of the Property**

Even if the Property were to be fully zoned ARC or AC, it could still not be put to any viable economic use.

The ARC zoning district is essentially limited to single family housing and agricultural uses, which are incompatible with the Property. The Property is only 8.8 acres in size. Although a portion of it was historically farmed, that use disappeared when the larger parent parcels were chopped up and covered with an expressway. In order the Property to be farmed now, it would need to be cleared of trees, graded, and then maintained with farming equipment transported on-site via 60<sup>th</sup> Street from some farming operation located elsewhere. There is obviously insufficient space on the Property for a self-sustaining farming operation. The economic viability of agriculture here ended when M-6 was built.

The Property cannot be used for single family residences due to its close proximity to the Airport, particularly to the runway. As shown in the Airport Approach Plan (Appendix B to 2024 Master Plan), the Property is located within Land Use Guidance Zone “C” – indicating “significant exposure” to airport noise. Commercial and industrial uses are compatible with this level of noise, but single family homes are not. And practically speaking, very few people are interested in buying a new home directly abutting a busy interstate. The Property also lacks sewer and water connections necessary for realistic residential uses. The soil is mostly clay, and the Kent County Health Department has deemed it incompatible with traditional septic systems.<sup>1</sup>

Regarding the AC zoning district, as explained above, the Property is not situated in a location that can ever reasonably be used in conjunction with the Airport. The Property is a 3.6 mile drive to the main entrance of the Airport, with the route passing numerous parcels zoned I-Industrial and TI-Transitional Industrial. Similarly, the Property is a 3.3 mile drive to the eastern cargo entrance of the Airport, with the route passing numerous parcels zoned I-Industrial and TI-Transitional Industrial, including the Applicant’s current place of business. Furthermore, the AC zoning district was recently subject to significant revisions in Ordinance No. 10 of 2023, which created three (3) overlay districts to further implement regulations related to the Airport. However, this Property is the **only** privately owned parcel zoned AC which does not fall within an Overlay Zone. The Property’s exclusions from the Overlay Zones demonstrates the Township’s understanding that the Property has no viable use in connection with the Airport.

Of the permissible non-airport-related uses in the AC zoning district, none are viable for this Property. The Property is too small and isolated for a hotel or motel, and the existing avigation easement prohibits any sort of high-rise construction. The small size and physical remoteness similarly prohibit operations as a rental car establishment, restaurant, financial institution, business service center, auto repair shop, personal services business or specialty retail, freight terminal, or warehouse. The AC zoning district exists to support land uses related to the Airport, but this Property is located so far from Airport entrances and infrastructure that it cannot be utilized in connection with the Airport.

The Property does not fit within the intentions or permitted uses of either the AC or ARC zoning districts, and yet it is currently split between those two. It is unsurprising that a Property with zero permitted uses by right has sat unused for more than three decades.

### **West Michigan Brick and Stone**

While the Property’s unique condition requires a specific type of user. The Applicant here knows that the Property will work for its intended purpose because the Applicant currently operates its business on a parcel sharing many of the same limiting characteristics. Applicant’s current location is 4196 Thornapple River Drive, adjacent to Thornapple Excavating, Inc. That parcel is currently zoned I-Industrial, and is located within the airport Overlay A.

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<sup>1</sup> Applicant’s engineer, Stephens Consulting Services, PC, will be designing a specialized Engineered Waste System to accommodate Applicant’s use of the Property.

Applicant is a local supplier and dealer of hardscapes and outdoor living products. Primary goods include concrete pavers, retaining wall blocks and natural stone. Applicant does not manufacture or install the goods it sells. Applicant purchases its products from manufacturers and utilizes indoor showrooms and outdoor inventory to allow customers to select their products which can then be picked-up on-site or delivered to the installation site. Applicant primarily sells to contractors who perform the installation for homeowners but also sell directly to retail customers for DIY projects. Applicant has been supplying residents of Cascade Township and the surrounding area with high quality brick and stone landscaping products for over 15 years.



Applicant's current leased parcel is also an oblong narrow property sandwiched between the Airport and an interstate highway (I-96). It is similarly situated in a remote location with minimal happenstance traffic and no nearby retail or consumer-oriented businesses.

The isolation of this Property far exceeds the required 500 foot buffer to residential districts or properties. Applicant's impact on surrounding homes and businesses will be virtually non-existent. The low number of staff needed to operate the contractor's yard makes the lack of water and sewer a non-issue, and Applicant plans to drill a well to satisfy its minimal water needs. The Applicant's proposed use will place no additional burdens on the public services or facilities.

### **Request for Rezoning to the I-Industrial Zoning District and Special Land Use Approval**

As discussed, the Property is unsuitable for agricultural or residential use due to its small, irregular size and proximity to both the Airport runway and M-6. It is similarly unsuited for any commercial or retail use that depends upon consumer traffic and a convenient location. This Property is remote and isolated from residential uses, and located in an area in which industrial use is already prevalent.

Applicant's intended use of the Property as a contractor's yard requires special land use approval under the I-Industrial zoning district of the Ordinance. Sec. 13.04. Applicant's business will fit cleanly into the character of the area surrounding the Property due to the isolation of the property and its relative vicinity to additional industrial uses to the west. The limited need for public facilities for the operation of the contractor's yard in combination with the Property's close

proximity to major transportation corridors will ensure that property is adequately served by any essential services, while also not creating any additional burdens on the public facilities.

The Property is located close to major transportation corridors (M-6 and Broadmoor Avenue SE), so material deliveries and customer will not cause additional traffic congestion in the area. The isolated location of the Property, being approximately a half-mile from the nearest residence, further means that there exist no appreciable noise, dust, or safety concerns for nearby landowners. The Property's far removal from residences creates a buffer zone which is more than five (5) times the 500 foot buffer zone required in the Ordinance. Sec. 13.04(2). The special use of a contractor's yard has no special design standards under Section 17.07 of the Ordinance.

### **Conclusion**

Rezoning the Property to the I – Industrial zoning district for the above listed intended uses of West Michigan Brick and Stone, along with special land use approval, will allow for the development of a long vacant parcel in a manner consistent with nearby properties and beneficial to the community. Denial of the request, which would leave the Property zoned in two separate districts for which no single conforming use exists, would effectively deprive the Property of all economically beneficial use.

Enclosed please find: (1) completed Planning & Zoning Application, (2) Legal Description of the Property, (3) Owner's Affidavit, (4) Site Plan, and (5) \$3,800 fee payment (\$2,700 rezoning and \$1,100 for "Type 2" special use permit). Applicant looks forward to discussing this application and proposed development of the Property, and will be prepared to answer any questions and work cooperatively with the Township to secure a mutually beneficial result.

Sincerely,

RHOADES MCKEE PC

*/s/Patrick E. Sweeney*

## EXHIBIT A

### Legal Description of the Property

Land situated in the Charter Township of Cascade, County of Kent, State of Michigan, described as follows:

All that part of the Southeast quarter of Section 32, T6N, R10W, Cascade Township, Kent County, Michigan, which lies within a parcel described as: Commencing at the South quarter corner of said Section 32; thence N 00° 15' 16" W, 282.90 feet along the North and South quarter line of said Section 32 to the point of beginning on a limited access right of way line (restricting all ingress and egress); thence N 76° 11' 38" E along said limited access right of way line, 1273.26'; thence N 07° 07' 08" E, 266.28' to the point of ending of a limited access right of way line and the point of beginning of a free access right of way line, also being a point on the arc of a 1049.87 foot radius curve to the left; thence Westerly along the arc of said curve 711.36' (chord bearing S 82° 56' 35" W, chord distance 697.83') to the point of curvature of said curve; thence S 63° 31' 56" W, 645.43' to a point on the North and South quarter line of said Section 32; thence S 00° 15' 16" E, 194.68' along said quarter line to the point of beginning.

There shall be no right of direct ingress or egress from Highway M-6, to and from and between the lands herein described, over and across the above described limited access right of way line.

Contains 8.84 acres, more or less.

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The property address and tax parcel number stated below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information provided below is inconsistent in any way with this legal description, this legal description shall control.

Tax Parcel Address: 6103 60th Street SE, Grand Rapids, MI  
Tax Parcel No.: 41-19-32-400-018

## Addendum #2 to Application for Rezoning and Special Land Use

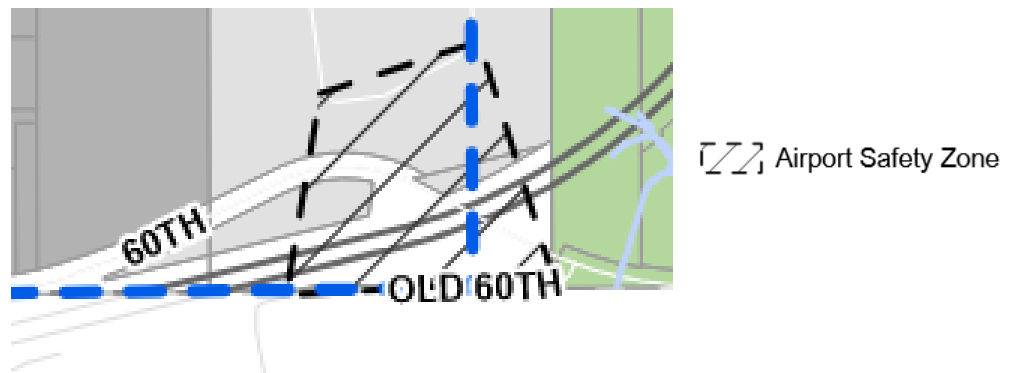
This Addendum #2 to Application for Rezoning and Special Land Use supersedes and replaces in its entirety the Addendum #1 to Application for Rezoning and Special Land Use which was previously submitted. This Addendum further clarifies and explanations the conditional rezoning request and should Planning Commission and Township Board to approve the application. We look forward to continuing to work with the Township and its officials throughout this process.

### CONDITIONAL REZONING

The Michigan Zoning Enabling Act permits a property owner to voluntarily offer to limit the use and development of property as a condition to its being rezoned. With this in mind, Applicant proposes that if the Property is rezoned to the I-Industrial zoning district and a Special Land Use is approved permitting the Applicant's intended Contractor Yard use, the following conditions shall apply to the use and development of the Property:

- (1) the maximum height of a building on the Applicant Property shall not exceed thirty-five (35) feet;
- (2) all portions of the Property located within the Airport Safety Zone, as depicted on the Future Land Use Map dated July 10, 2024<sup>1</sup>, shall remain undeveloped; and
- (3) the Property shall be used for selling and storing building and landscaping materials and merchandise; both indoor and outdoor storage of building and landscaping materials and merchandise; operation of vehicles and equipment in conjunction with the loading, unloading, and transportation of building and landscaping materials and merchandise; on-site parking and loading; and, incidental office and retail space in conjunction therewith.

<sup>1</sup> The Airport Safety Zone, as depicted on the Future Land Use Map dated July 10, 2024, is as follows:



## PROPOSED DEVELOPMENT TIMELINE

Provided that the Property is rezoned to the I-Industrial zoning district and a Special Land Use is approved permitting the Applicant's intended Contractor Yard use, Applicant intends to proceed with Development of the Property within the following development timeline:

- Within ninety (90) days after final approval, Applicant intends to close on the acquisition of the Property.
- Within one (1) year after final approval, Applicant intends to commence on construction on the Property.
- Within two (2) years after final approval, Applicant intends to complete construction on the Property and commence business operations.

## HOURS OF OPERATION & TRAFFIC

Applicant's business has standard hours of operation of Monday to Friday 7:30am to 5:00pm, with winter hours of Monday to Friday 8:00am to 3:30pm. During Applicant's busy season (typically April to September), Applicant receives 1-2 incoming truck deliveries, 2-3 outgoing truck deliveries, and 5-6 contractors or customers in small vehicles each day. Off-season traffic is minimal. 60th Street, as a collector road with minimal traffic, will not experience additional traffic congestion from the Applicant's proposed use.

## UTILITY SERVICE PLANS

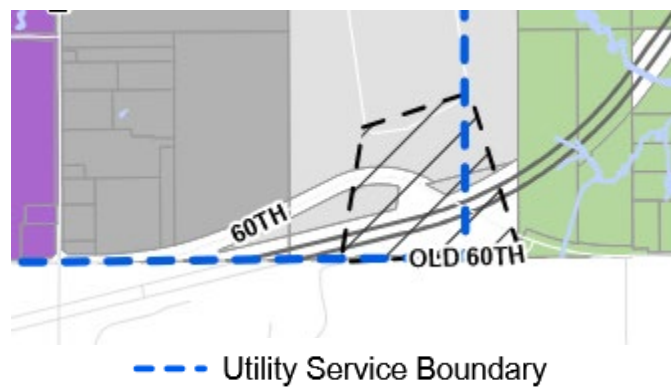
Applicant's proposed use requires limited utility service to satisfy its needs. Applicant currently has 3 employees at its current location, and has a desire to add a few more employees with the additional space the Property would offer. With less than 10 employees on-site, the utility service demands for Applicant's proposed use are minimal and will be met at Applicant's sole expense. Below are Applicant's general plans for the provision of its utility services:

1. Electrical. Applicant intends to work with Consumers Energy to establish electrical services to the property on an already existing and confirmed easement running from existing electrical facilities to the West of the Property to the Property.
2. Septic. Applicant will work with Kent County Health Department and Stephens Consulting Services P.C. to establish a septic system on the Property, which will comply with all applicable requirements as well as health and safety standards. Preliminary conversations have been held to ensure feasibility of the septic system project on the Property, and plans will be finalized following receipt of zoning approvals.
3. Water. Applicant will work with an appropriate contractor to drill a well sufficient for its needs and plans for such well will be finalized following receipt of zoning approvals.

Applicant’s utility service plans align with the best interests of the Property and the Township. The closest water and sewer connections to the Property are located approximately a half-mile west of the Property near the corner of Kraft Avenue & 60th Street. The sewer is not feasible to be extended to the property as there is no opportunity for the sewer to loop back to comply with standards and no adjacent properties would benefit from such extension.

The Master Plan and Future Land Use map contain a “Utility Service Boundary” which, “demarcates the line where the Township will limit the provision of public utilities such as water and sewer. This boundary will help the Township focus development efforts inward rather than sprawling out, allowing more cost-effective delivery of public services and the preservation of open space and natural resources.” Master Plan, p. 72.

### Utility Service Boundary on Future Land Use Map



The Future Land Use map, as shown above, contains a Utility Service Boundary to the east of the Property. The Property is the only privately owned property between the water and sewer connection to the west of the Property and the Utility Service Boundary to the east of the Property. Because the Township has no intentions or desires to expand the water and sewer to the east of the Property, Applicant’s proposed development, which satisfies its own utility needs, provides a cost-effective alternative which aligns with the Township’s goal for the Utility Service Boundary to “allow cost-effective delivery of public services and the preservation of open space and natural resources”.

### DEVIATION FROM THE MASTER PLAN

Under the Master Plan, the Property is located within the “Airport Zone,” which corresponds to the AC – Airport Commercial zoning district. The “Airport Zone” is intended “to accommodate and promote aeronautical progress for the public good and to facilitate adequate provision for a system of transportation[.]” Master Plan, p. 50.

Although the Property is encompassed in what someone might identify as an “airport region” or “airport zone” within the Township due to the Property’s proximity to the property boundaries of the Airport. However, when it comes to land use, proximity alone does not tell the whole story. When a zoning district is created with a certain piece of infrastructure or natural feature as its centerpiece (i.e. a prominent road, an airport, or a lake), there is an expectation that

the properties within the zoning district will be able to economically interact with the centerpiece in such a way that allows the centerpiece, the property and the community to all benefit from its proximity and economic interaction.

Given that the Master Plan states that the Airport Zone is intended “to accommodate and promote aeronautical progress for the public good and to facilitate adequate provision for a system of transportation,” it appears that this intention rings true with the Airport being the centerpiece of the zoning district. However, with the Airport being a secured location, the only method of economic interaction with the Airport is through its two entrances, which are the main western entrance and the cargo entrance to the east. While the Property is in close proximity to the southern boundary of the Airport, the Property is over three miles away from either of the two Airport entrances. Every other privately owned parcel within the AC – Airport Commercial zoning district or the Master Plan’s Airport Zone lies within the entrances of the Airport. The Property’s distance from the Airport entrances drastically diminishes the opportunity for the Property to economically interact with the Airport in a way that aligns with the intentions of its current zoning district or the Master Plan. This would be akin to a property three miles away from 28th Street being included in the 28th Street Mixed Use district under the Future Land Use map.

Further, despite the fact that “Cascade Township does not envision a geographic expansion of the airport into other parcels or areas within the Township”, the Master Plan for the Airport Zone states that “any land surrounding the airport that is subject to Township local zoning is planned to remain as undeveloped open space, greenspace, or greenway – as the Future Land Use map indicates.” Master Plan, p. 50. This plan for land within the Airport Zone but outside of the Airport does not align with the interests of a private property owner.

As a result of this language, the Township must deviate from the Master Plan in order to allow any development at the Property. If the Township desires to follow the literal language of the Master Plan and bars the parcel from development, this decision denies the owner of the Property any economically viable use of the land while failing to advance any legitimate government interest by keeping the parcel undeveloped.

Importantly, the Master Plan is not a legally binding document. “A master plan serves as a general guide to future development ... and is a factor in determining the reasonableness of a particular zoning classification.” *Inverness Mobile Home Cmty v Bedford Twp*, 263 Mich App 241, 248–249, 687 NW2d 869 (2004)(emphasis added).

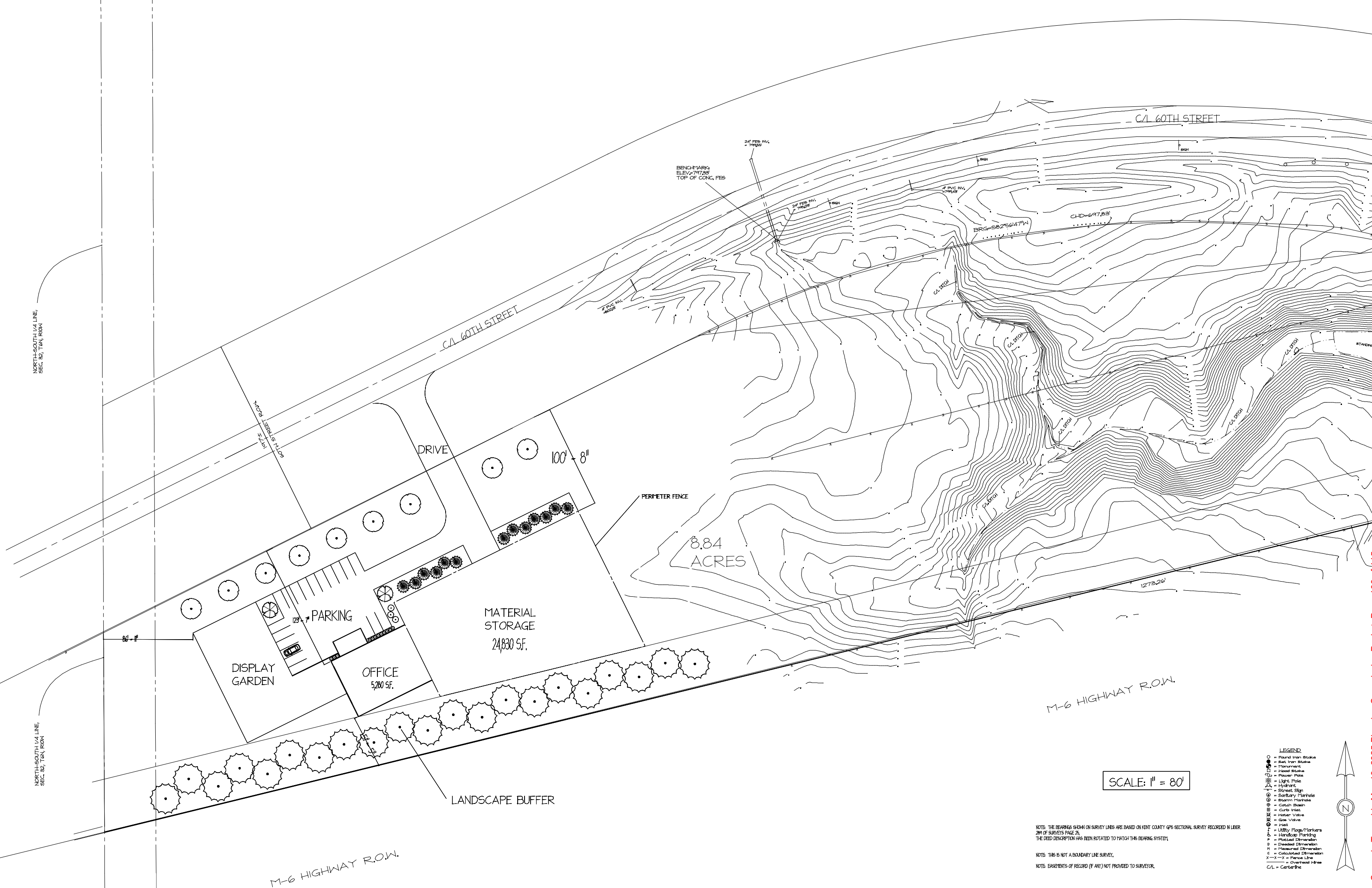
If a portion or aspect of the Master Plan conflicts with the reasonable use of a property, the Township must balance the considerations of the community and the property owner. In this case, Applicant’s proposed use and conditional rezoning provides a good balance with a reasonable use for a challenging parcel while having minimal, if any, impact on the surrounding community.

Any potential “industrial creep” to the east of the Property should not be a concern. The Michigan Department of Transportation owns the large parcel to the east (“MDOT Property”), and in the event MDOT sells the MDOT Property, the MDOT Property is directly adjacent to residential properties. As a result, the Township should not be compelled to consider an industrial use for the MDOT property, and the MDOT property provides a phenomenal buffer between the

proposed industrial use on the Property and the residential properties to the east. The Applicant's proposed use and conditional rezoning provides a productive use for an inconsistently zoned parcel, where no single use is permitted on the entirety of the Property. Some portions of the Property which lie in the AC – Airport Commercial zoning district would be able to be utilized in a new, more appropriate manner, while the ARC – Agricultural Rural Conservation portions of the Property would remain undeveloped promoting the intent of the ARC district.

NORTH-SOUTH 1/4 LINE,  
SEC. 32, T6N, R10W

NORTH-SOUTH 1/4 LINE,  
SEC. 32, T6N, R10W



C/L 60TH STREET

CA 60TH STREET

M-6 HIGHWAY R.O.W.

M-6 HIGHWAY R.O.W.

BENCHMARK  
ELEV. 747.23  
TOP OF CONC. PIS

8.84  
ACRES

MATERIAL STORAGE  
24,830 SF.

OFFICE  
5,280 SF.

DISPLAY GARDEN

PARKING

DRIVE

LANDSCAPE BUFFER

PERIMETER FENCE

100' 8"

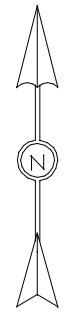
SCALE: 1" = 80'

NOTE: THE BEARINGS SHOWN ON SURVEY LINES ARE BASED ON KENT COUNTY GPS SECTIONAL SURVEY RECORDED IN LIBER 289 OF SURVEYS PAGE 24.  
THE DEED DESCRIPTION HAS BEEN ROTATED TO MATCH THIS BEARING SYSTEM.

NOTE: THIS IS NOT A BOUNDARY LINE SURVEY.

NOTE: EASEMENTS OF RECORD (IF ANY) NOT PROVIDED TO SURVEYOR.

- LEGEND**
- = Found Iron Stake
  - = Set Iron Stake
  - ⊕ = Monument
  - ⊙ = Wood Stake
  - ⊞ = Power Pole
  - ⊛ = Light Pole
  - ⊚ = Hydrant
  - ⊙ = Street Sign
  - ⊙ = Sewery Manhole
  - ⊙ = Storm Manhole
  - ⊙ = Catch Basin
  - ⊙ = Curb Inset
  - ⊙ = Water Valve
  - ⊙ = Gas Valve
  - ⊙ = Well
  - ⊙ = Utility Flag/Markers
  - ⊙ = Handicap Parking
  - ⊙ = Measured Dimension
  - ⊙ = Deeded Dimension
  - ⊙ = Measured Dimension
  - ⊙ = Calculated Dimension
  - X-X-X = Fence Line
  - ⊙ = Overhead Wire
  - C/L = Centerline



Minutes  
Cascade Charter Township Planning Commission  
Monday, May 20, 2024  
7:00 P.M.  
2870 Jacksmith Ave SE

**ARTICLE 1.** Chair Moxley called the meeting to order at 7:01 pm.  
Members Present: Noordhoek, Richardson, Bruneau, Moxley, Rissi, Noordyke, Rowland  
Members Absent: All Present

Others present: Planning Director (PD) Andrea Hendrick, Zoning Administrator (ZA) Madison Smith-Jacoby, and Legal Counsel Laura Genovich attended via zoom.

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

**ARTICLE 3.** Approve the current Agenda

Member Noordyke recommended moving Article 9 to occur before Article 7.

**Motion was made by Member Bruneau to approve as recommend by member Noordyke the current agenda. Supported by Member Rissi.  
Motion carried 7 to 0.**

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

Member Bruneau disclosed that he was within 300 feet of the subject property. He stated he has the same issues with the deer and that he knows the applicant but is not currently a neighbor. He stated he could be impartial and that he and most members of the community have the same issues.

Members recognized the disclosure, and none had concerns related to it.

**ARTICLE 5. Approve the Minutes of the May 6, 2024 Meeting**

Minutes were approved with the following amendment to Article 9:

“Member Bruneau brought up the fact that Old 28<sup>th</sup> Street has the potential to change the road structure to a one-way or pathway and he questioned how this would integrate with things around it. Planning Director Hendrick said OHM will be creating design concepts for the area. In response, Mr. Kuiper stated that he was at the Village Design Review committee meeting and was fully informed of the possible changes to Old 28<sup>th</sup> Street. Mr. Kuiper supported the changes stating that he thinks it’s wonderful and it’s an exciting time to be at the forefront of the changes.”

**Motion was made by Member Rissi to approve the meeting minutes from May 6, 2024 with the proposed changes. Supported by Member Bruneau.  
Motion carried 7 to 0.**

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

There was no one wishing to speak.

**ARTICLE 7.**

**Case #24-3824**

**Public Hearing Applicant:** Mary Hollister Sturges

**Property Address:** 2303 Thornapple River Drive

**Parcel Number:** 41-19-09-276-001

**Requested Action:** Special Use Permit for a fence in the front yard that exceeds 4 feet in height.

Zoning Administrator (ZA) Smith-Jacoby presented the applicants request for an 8ft fence in her front yard.

Ms. Hollister Sturges spoke in support of her request.

Member Bruneau commented that the homeowner chose to build the home 300 ft from the front property line, referring to the ZBA and the creation of a self-created hardship.

ZA Smith-Jacoby brought up that the Planning staff is seeing this as a reoccurring issue and that it is being brought up with upcoming zoning amendments to reflect that pattern.

Member Bruneau questioned if this is the right solution to the pattern and referred to residents suggesting a possible cull per the studies currently being done by Kent and Ottawa County related to the deer population. Member Bruneau also noted that approval could open a big can of worms for the Township.

Member Rissi stated that it was a well put together application and that the 200 ft setback provided enough distance. That, along with the area only having a few trees, allowed him to be more open-minded about the approval. He stated that the Planning Commission has traditionally approved 6 ft fences in front yards on Thornapple River Dr.

Trustee Noordhoek mentioned that a nearby nursery treats their trees with a repellent product and asked if the applicant had tried these methods. The applicant stated she hadn't.

Member Noordyke stated the applicant had a nice fence. Driving by the property, he did not believe you would even see the fence.

Member Richardson asked if there were any comments from neighbors on the fence.

ZA Smith-Jacoby stated that she had two neighbors express support for the application because of issues with deer.

**Member Rissi made a motion to open the public hearing on the matter. Supported by Noordyke. The motion passed 7-0.**

No public comment was received.

**Member Noordyke made a motion to close the public hearing. Supported by Member Rissi. The motion passed 7-0.**

**Member Noordyke made a motion to approve case 24-3824 with the following Conditions:**

- 1. The application and plans submitted by the applicant shall constitute the approved plans, except if plan elements are amended in this resolution.**
- 2. That the use shall operate according to this application and per the testimony of the applicant.**
- 3. That any future expansion of the approved Special Use requires an additional review and approval by the Planning Commission.**

**Supported:** Members Richardson, Moxley, Rissi, Noordyke, Rowland

**Opposed:** Noordhoek, Bruneau

**Motion Passed: 5-2**

**ARTICLE 8: Case #24-3836**

**Applicant:** Green Castle Properties, LLC, Colin Schiefler

**Property Address:** 6151, 6157, and 6161 28th

**Parcel Number:** 41-19-08-451-029, 41-19-08-451-026 & 41-19-08-451-030

**Requested Action:** Basic Site Plan Review

Planning Director Hendrick mentioned staff has recommended multiple application options and the applicant decided to pursue a Basic Site Plan Review, which had minimal application requirements.

Member Rissi asked if staff was asking for a vote on any actions. Planning Director Hendrick stated that they are not looking for a vote as it is just a basic site plan review, but the applicant would be looking for feedback to determine if they should move forward with an application.

Member Noordyke asked staff if, due to the site being a PUD, a member of the Planning Commission or the Planning Commission as a whole does not have an appetite for an additional car dealership, is the township is under any obligation to approve?

Planning Director Hendrick responded saying that the Township is not under any obligation to approve the application.

Applicant is proposing enfolding a portion of PUD-33 into PUD-67 as well as small portion of PUD 33 into PUD 67. He stated he believed the proposed commercial use would include what the Master Plan envisioned, such as cross access easements, attractive signage, high quality site design, and buildings with high quality materials used. The appropriate zoning district designation would still be PUD and they would only be seeking to amend the PUD and by incorporating it into PUD 67.

Member Noordhoek stated that he has comments from quite a few residents concerned about another car dealership who are not in favor of it. He asked the applicant to explain what community benefit this would provide.

Mr. Schiefler responded that this would incorporate and keep these car dealerships consolidated into one PUD.

Member Bruneau stated that he had received comments on the displacement of a few small businesses that the community relies on. He mentioned that he would like the applicant to consider providing community benefits through small business replacement service.

Trustee Noordhoek would like to see clear community benefits with the request.

Director Hendrick referenced the requirements of PUD approval.

Access to Charlevoix Drive was discussed in regard to emergency access.

Multiple Planning Commissioners expressed concern about displacing current businesses.

Member Rowland stated that, as presented, he would not be in favor of this proposal.

Member Bruneau put forward the idea of possible green space offset or finding other opportunities to provide greater community benefits.

Member Rissi mentioned that this year this was the most comments received from the public on a proposed idea of another dealership with negative feedback being the majority of it along with worry about the displaced businesses.

The Planning Commissioners provided general feedback to the applicant for moving forward.

Member Moxley suggested moving on to case #24-3837

**ARTICLE 9.**

**Case #24-3837**

**Applicant:** West Michigan Brick & Stone, Tony Bonnema Property

**Address:** 6103 60th Street

**Parcel Number:** 41-19-32-400-018

**Requested Action:** Basic Site Plan Review

Staff stated that approval would require changes to the Future Land Use Map and Zoning Map.

Member Bruneau brought up that the board had worked on rezoning for this area with member Richardson's idea that Industrial development should be west of Kraft and that this would start to move Industrial to the east.

Member Rissi reinforced the comments by Member Bruneau that it was changed to be just airport use to prevent the creep of industrial use to the east.

Applicant stated that their business has outgrown their current location at 4196 Thornapple River Drive and that the current property owner would likely want to use the property fully going into the future.

Member Rissi questioned what the applicants' use would fall under and if this use would fall under private contractor storage and service yard.

PD Hendrick replied that the zoning ordinance was not clear enough on the intended use of storage yards, to which Member Rissi stated that the township had taken the stance in the past from discussion with former planning directors that a storage yard use and specifically this parcel would be something for example Consumers Energy storing its trucks or a cable company not for commerce of this type.

Member Rowland brought up the fact that the increased traffic, weight and size of vehicles would increase wear and tear on the road.

Member Noordhoek asked staff if they can even approve it with a current lawsuit related to the airport and zoning. Staff responded that the lawsuit did not prevent approval of this request.

Member Bruneau brought up that this parcel is within the utility service boundary of the township and that it also is within the airport safety zone.

Member Rissi mentioned that the utilities and service boundary is different than where the utilities currently are constructed and that they may need to be extended at the cost of the applicant.

Member Bruneau agreed and stated that the nearest connection is on the northwest corner of 60<sup>th</sup> and Kraft.

Member Bruneau voiced that members of the Commission had spent the better part of 18 months determining that industrial use should be west of Kraft and that approving this could expose the township to potential liability.

Member Rissi also mentioned that the township would be going against precedent if it approved this request.

**ARTICLE 10. Case #23-3826 Public Hearing**

**Applicant:** James Rabaut

**Property Address:** 2020 Devonwood Lane

**Parcel Number:** 41-19-08-100-038

**Requested Action:** Special Use Permit for the expansion of an accessory building that exceeds 832 sf

Planning Director Hendrick presented her staff report on the application.

The applicant, Mr. Rabaut, spoke in support of the application, including a discussion of the parcel size and a previous variance granted for a fourth building on the property. The applicant confirmed, in response to an inquiry from Member Bruneau, that there would be no business use in the accessory building; the conference rooms would be used for family purposes.

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

There was no one wishing to speak.

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

**Motion Made by Member Noordyke to Approve with the following conditions:**

- 1. All outdoor lighting adheres to Cascade Township Zoning Ordinance standards.**
- 2. The accessory building may not be used for a dwelling.**

**Supported by Member Rissi.**

**Support:** Noordhoek, Richardson, Bruneau, Moxley, Rissi, Noordyke, Rowland

**Opposed:** Bruneau

**Motion Passed: 6-1**

**ARTICLE 11. Acknowledge visitors and those wishing to speak**

There was no one wishing to speak.

**ARTICLE 12. Other Business**

Member Rissi asked for clarity on resolutions and Roberts Rules procedures.

Member Bruneau asked for clarity on best practices in variances. Legal Counsel Genovich provided guidance and clarification.

The Planning Commission discussed appropriate processes for Zoning Administration and approval.

Chair Moxley asked for an update on Farmland Preservation

Director Hendrick stated the next meeting would be mid-late June.

The Planning Commission requested a copy of the Township's Answer filed in the Airport lawsuit.

Member Bruneau asked for an update on 5441 36<sup>th</sup> Street cease and desist. Director Hendrick provided an update on the status.

Member Rowland expressed significant concern about the Whitneyville Road turn from Cascade Road.

Member Rissi expressed concern over Kent County Road Commission development process.

**ARTICLE 13. Adjournment**

**Motion was made by Member Rissi to adjourn the meeting. Supported by Member Noordyke. The motion passed 7 to 0.**

**CASCADE CHARTER TOWNSHIP**

**PLANNING COMMISSION**

**MONDAY, May 19, 2025  
6:00 PM**

**ARTICLE 11.**

**Case #23-3780 – Public Hearing**

**Applicant:** Cascade Charter Township

**Requested Action:** Set Public Hearing for Airport Overlays.