



TOWNSHIP BOARD MEETING

January 12, 2026 | 6:00 PM | Township Hall Board Room

The meeting will be held in person and available via Zoom at: <https://us02web.zoom.us/j/88406846789>

- ITEM 1. CALL TO ORDER**
- ITEM 2. PLEDGE OF ALLEGIANCE**
- ITEM 3. ROLL CALL**
- ITEM 4. PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS (LIMIT TO 3 MINUTES)**
- ITEM 5. PRESENTATION / PUBLIC HEARINGS / COUNTY COMMISSIONER**
- ITEM 6. SUPERINTENDENT REPORT**
- ITEM 7. BOARD, COMMITTEE, AND STAFF REPORTS**
 - A. Supervisor Report
- ITEM 8. ADOPTION OF MEETING AGENDA**
- ITEM 9. APPROVAL OF GENERAL CONSENT AGENDA**
 - A. Approval of December 22, 2025 Regular Meeting Minutes and December 30, 2025 Special Meeting Minutes
 - B. Approval of Bills for \$255,177.91
 - C. Payroll of \$78,253.85 & \$28,712.13 & \$80,851.15
 - D. KCCDA CFS Report – December 2025 & KCCDA CFS Year End Summary
 - E. Correspondence
- BUSINESS**
- ITEM 10. TABLED**
- ITEM 11. NEW**
 - A. Resolution #26-01 to Adopt Poverty Exemption, Income Guidelines, and Asset Level Test Policy
 - B. Discover Kalamazoo Internship Support
 - C. Credit Card Policy Amendment
 - D. Resolution #26-02 General Ordinance #381 - Retirement Plan & Administrative Amendments Second Reading and Adoption
 - E. Applegate Pointe Phase 4 Step Three Approval
 - F. 2026-2029 Hazardous Materials Response Agreement
 - G. Longhorn Drive Installment Purchase Agreement Financing RFP Award
 - H. Fuel Pump Repair Tanker
 - I. Kalamazoo County Grant Award
 - J. Next Steps Superintendent Position Discussion
- ITEM 12. BRIEF PUBLIC COMMENTS ON NON-AGENDA ITEMS (LIMIT TO 2 MINUTES)**
- ITEM 13. ATTORNEY'S REPORT**
- ITEM 14. BOARD MEMBER COMMENTS**
- ITEM 15. ADJOURNMENT**

The Township Hall is located at 7227 West Q Avenue and the Board Room is barrier-free.

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

Supervisor's Report

January 12, 2026

Township

The township received 5 weather radios from County Office of Emergency Management (OEM), which were quickly distributed to residents by the Fire Department (FD) and much appreciated by residents. The FD is working with OEM to obtain more radios and will push out information through social media once they are in. If anyone knows of a resident who would like one, they can call or stop into the FD to be put on a list. The radios are distributed on a first-come basis.

The DDA is considering streetscape planning for the corners, which would include developing a plan for consistent signage and wayfinding.

County

Kalamazoo County received an anonymous \$23 million donation to increase the availability of affordable housing. More on how the county is addressing the affordable housing shortage is available here: <https://www.kalcounty.gov/1357/2025-Housing-Plan>.

The Road Commission has completed its 5-year Capital Improvement Plan (CIP) for the township, which was reviewed by the Road Committee last week. The CIP will be presented at our next board meeting.

Kalamazoo City has financial help available for residents with an acute water leak issue that drives up the cost of their water bill for a given period. Residents can contact the Water and Sewer Services Department at (269) 337-8000 for more information.

Portage City Manager Pat McGinnis did a presentation to county supervisors on Portage's process for establishing a single waste hauler (SWH). Pat's slides are attached. Notably, Portage estimates adding 33% to the service life of roads, saving \$1 million annually.

State

Road funding appropriated by the state that was initially planned for 2026 will now not be available until 2027.

Michigan received Broadband, Equity, Access, and Deployment (BEAD) funding to increase broadband access throughout the state. An interactive map shows where work in being done down to the address level: <https://www.michiganbroadbandmap.com/map>.

MDOT is undertaking a traffic study for Q Avenue / Centre Street from Moorsbridge Road to the east and continuing west to 10th Street. This has been a months-long process, and they expect to have their draft report completed in the next several weeks.

Other

Attached are the most recent Census projections for the township.

Texas Township, Michigan — Population Growth Evidence (2020–2024)

December 6, 2025

Population Estimates and Counts

Year	Source	Population Estimate	Margin of Error	90% Confidence Interval (CI)	Interpretation
2020	Decennial Census (Full Count)	17,522	N/A	Exact	Baseline—most accurate population count
2021	ACS 5-Year (2017–2021)	17,705	±512	17,193 – 18,217	Begins post-2020 trend; modest but consistent increase
2022	ACS Supplemental Estimate (1-Year)	20,510	±4,601	15,909 – 25,111	High point estimate; wide CI, direction strongly aligns with growth
2022	ACS 5-Year (2018–2022)	18,101	±487	17,614 – 18,588	Stable upward trend relative to 2020 & 2021 5-year results
2023	ACS 5-Year (2019–2023)	18,441	±525	17,916 – 18,966	Highest 5-year estimate to date—continues monotonic ACS trend
2024	ACS Supplemental Estimate (1-Year)	22,287	±3,728	18,559 – 26,015	Lower bound exceeds Census 2020 and all ACS 5-year estimates

Footnotes

1. **2020 Decennial Census:** Full enumeration, no sampling error; establishes baseline population.
2. **ACS 5-Year Estimates:** Multi-year pooled samples; low noise; show monotonic increase (consistently unidirectional).
3. **ACS Supplemental Estimates (2022 & 2024):** 1-year survey; higher variance; confirm rapid growth.
4. **2024 ACSSE lower bound (18,559):** Exceeds 2020 Census and all ACS 5-year estimates, confirming growth.

5. **Combination of sources:** Converging, statistically reinforced evidence of population increase.

Summary

All independent Census Bureau data products — Decennial 2020, ACS 5-year estimates through 2023, and ACS Supplemental Estimates for 2022 and 2024 — provide a consistent, statistically reinforced picture of population growth in Texas Charter Township. The ACS 5-year series documents steady, monotonic increases, while both Supplemental Estimates show substantial additional growth. The lower bound of the 2024 ACS Supplemental Estimate exceeds the 2020 Census count and all ACS 5-year point estimates, creating definitive, non-overlapping evidence that the township’s population shows trends of very strong growth. This is consistent with the residential building trends in the township, particularly the recent expansion of multi-family housing.

Despite the inherent uncertainty in single-year ACS estimates, the convergence of data from multiple sources accurately reflects real population growth and align with observable trends on the ground. The 2020–2024 ACS 5-year estimate is expected soon. Due to the inclusion of the pandemic-era years, which experienced slower population growth, this estimate will provide a conservative view of the township’s current population, and decisions should consider additional evidence of post-pandemic growth.

With the next Census still 5 years away, and the data release 1-2 years after that, current data patterns are valuable for forecasting population trends and play a key role in public safety, infrastructure, and administration planning, supporting a forward-looking, proactive approach to township governance.

JoAnne McFarland O’Rourke, PhD
Township Supervisor
supervisor@texastownship.org
(269) 330-7030



Single Waste Hauler

Kalamazoo County Supervisors Meeting

Wednesday, October 15, 2025

Garbage Collection is a Public Service in Michigan

- ▶ This is well supported in state and local legislation and is the accepted standard across the state.

Statutory Authority

- ▶ Act 298 of 1917
Sec. 1.

(1) The city council of a city, whether organized under the general law or special charter, or the president and board of trustees of a village may establish and maintain garbage systems or plants for the collection and disposal of garbage in the city or village.

- ▶ Act 279 of 1909

Sec. 4i Permissible charter provisions.

(j) The enforcement of police, sanitary, and other ordinances that are not in conflict with the general laws.

City Charter

- ▶ Sec. 2.2. - Permitted and Other Powers.
 - (iii) Collecting and disposing of garbage and rubbish.

WASTE HAULING - Recent Steps

- ▶ In Fiscal Year 2023-2024 and 2024-2025, one of City Council's goals has been to "Optimize Waste Hauling" for the City of Portage with a goal of a more efficient, reliable, and accountable approach to Solid Waste Disposal Services.

SEVEN INTENTIONS FOR THE COMING FISCAL YEAR

Housing Strategies

Faithfully follow strategies laid out in the Portage Attainable Housing Plan adopted by City Council on December 20, 2022.

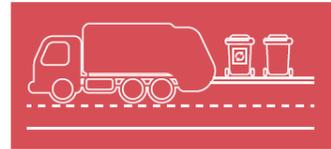


Lake Center District Acceleration

Routinely revisit the Lake Center District Corridor & Placemaking Study and advance projects.

Mall Strategies

Develop a strategic plan for the transition of overbuilt commercial neighborhoods in the mall area.



Optimize Waste Hauling

Create a more efficient, reliable, responsible and accountable approach to solid waste removal services.

Improve Zoning Ordinance

Prepare and present amendments to the zoning ordinance that introduce a form-based zoning approach, remove obstacles to housing affordability, and provide specific relief to land use challenges in lake neighborhoods.



Farmers Market

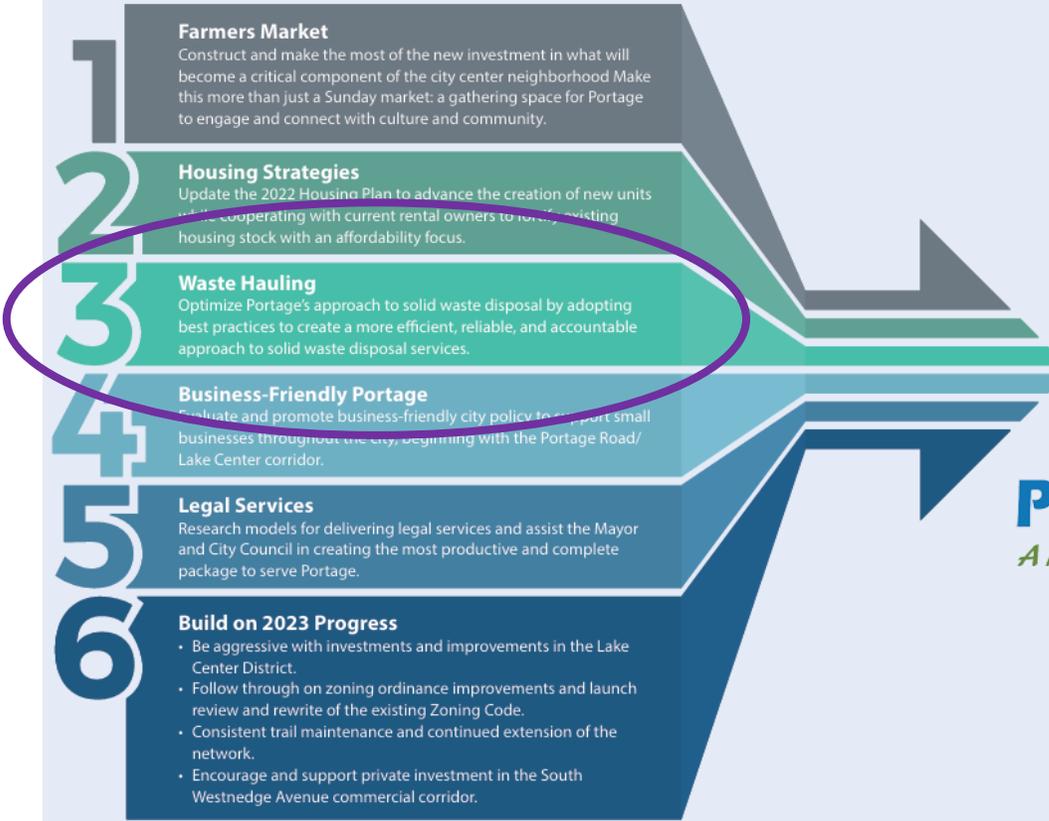
Create a permanent site for regional agribusiness to bring products directly to Portage customers.

Trail Improvements and Connections

Connect and expand the non-motorized trail system with minimal reliance on city taxpayers.



**CITY COUNCIL PRIORITIES
FISCAL YEAR 2024-2025**



WASTE HAULING - Recent Steps

- ▶ Modified the Code of Ordinances in October 2023 mandating that waste haulers in the City of Portage disclose their fees for service

3 Waste Hauler providers serve Portage currently (Best Way Disposal, Republic, & Waste Management)

2024/2025 Monthly Rates	Best Way Disposal	Republic Services	Waste Management
Garbage Fee	\$24.75	\$58.00	\$58.00
Yard Waste	\$24.75	\$35.00	-
Admin Fee	-	\$5.95	\$8.50
Energy Fee	\$9.65	-	-
Total	\$59.15	\$98.95	\$66.50

October of 2023, all garbage and refuse collectors were required by our ordinance when registering to provide the city with their rate schedule (see chart).



Current state of waste hauling in Portage

The requirement to post rates did not alter the situation in which residents do not pay a similar rate for the exact same service, even when they utilize the same company.

- ▶ Modified the Code of Ordinances in January 2025 to allow for an exclusive contractor for residential collection and disposal/processing services.

- ▶ Developed and issued a Request for Proposals in January 2025 and reviewed/analyzed bid documents

Single Hauler

- ▶ This was a competitive, market-based approach. Private companies submitted competitive bids for review.
- ▶ The proposed contract does not cover commercial service. Companies will continue to contract with business customers for dumpster services.

The Why of Single Waste Hauling

▶ Current Choice

- Residents can choose which waste hauler but have little influence over the amount haulers charge.
- Monthly charges paid by residents vary wildly for the exact same service.
- Residents can choose yearly or quarterly options for payments through haulers.
- Limited support from city when customer service issues arise.

▶ Consider Change

- Single Waste Hauling benefits include neighborhood safety, significant cost savings, less wear on infrastructure, reduced air pollution, and better accountability.
- Offers more transparency for public services through city contract management.
- Lower cost per Household (Fixed rate over 5 years).
- More services - on demand Bulk Pick Up (no add costs), Optional Yard Services, and Recycling stays.
- Many other municipalities in Michigan have successfully made the switch.

Single-Hauler Services Are Prevalent Best Practice Across Michigan

City	Monthly Cost
Fremont	\$13.88
Kalamazoo Township	\$10.86
Saugatuck	\$20.50 incl. recycling
Spring Lake Township	\$21.67 incl. yard waste and recycling
Middleville	\$17.00
Howard City	\$13.88
Corunna	\$13.53
Rogers City	\$12.70
Brighton	\$20.67 incl. yard waste and recycling
Flushing	\$18.63 incl. yard waste and recycling

Single-Hauler Services Are Prevalent Best Practice Across Michigan

CURBSIDE SERVICES	MUNICIPAL COLLECTION ACCESS- CURBSIDE			CONTRACTED COLLECTED ACCESS – CURBSIDE			TOTALS		
	Count	Comm %	Pop %	Count	Comm %	Pop %	Count	Comm %	Pop %
Trash	41	1.9%	8.9%	551	25.0%	54.8%	592	26.9%	63.7%
Recycling	34	1.5%	7.5%	383	17.4%	52.2%	417	18.9%	59.7%
Organics	161	7.3%	13.4%	244	11.1%	45.0%	405	18.3%	58.4%

Reduced Damage to Street

- ▶ One loaded garbage truck is equivalent to 8,000 passenger vehicles when it comes to wear on our city streets.
- ▶ Average daily traffic on a residential street is 250 vehicles per day.
- ▶ If reducing truck traffic adds 30% longevity to our streets, we will save millions in public funds to be reinvested in better, safer streets as we continue to grow our community.



\$1 million in savings per year

Portage spends \$1.5 - \$2 million per year on road maintenance

Many factors contribute to road wear, but traffic is the primary driver (75%)

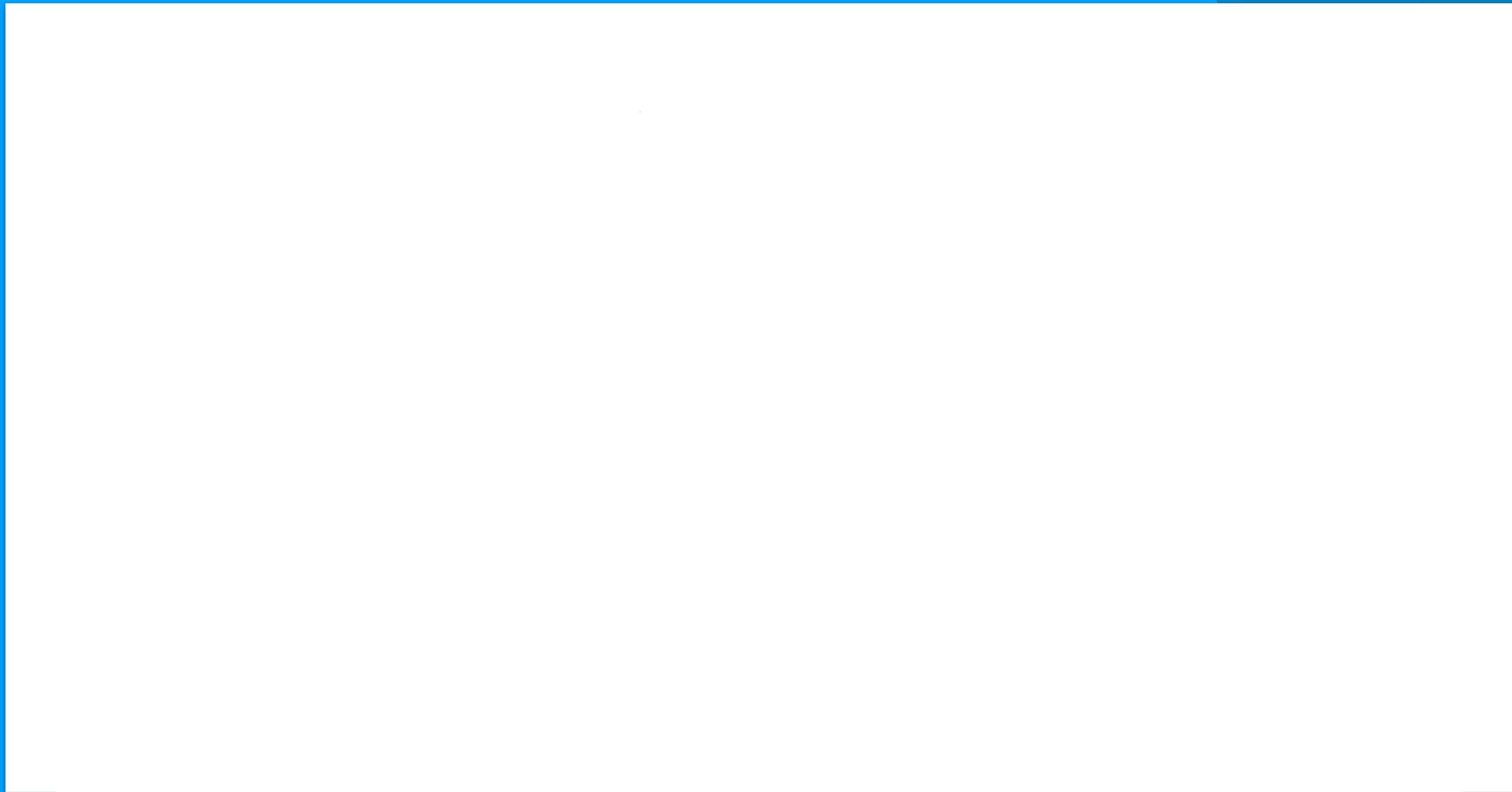
If we reduce truck traffic by 66% we will add at least 33% longevity to our street surfaces

If a good paving job lasts 18 years, adding 33% will give us another six years

To monetize maintenance savings, we look at those six years of \$1.5 million in savings each year, we save \$9 million. Spread over a typical asset life cycle of 20 years, this is **\$450,000** per year.

Capital expenses of building roads are higher (average of \$2-\$3 million per year). Applying the same analysis of extending our investments, we will save about **\$550,000** per year in new capital expenses.





RFP 2025 Solid Waste Bid Proposal Results

	Best Way	Republic	Waste Management	Current
Garbage & Bulk	\$ 17.12	\$ 14.95	\$ 14.04	\$ 25.91
Yard Waste	\$ 21.84	\$ 20.06	\$ 10.50	\$ 19.18
Recycle	\$ 5.46	\$ 4.61	\$ 4.69	\$ 4.54
Total	\$ 44.42	\$ 39.62	\$ 29.23	\$ 49.63
Five Year Total	\$ 38,243,048	\$ 34,464,940	\$ 29,431,900	\$ 44,363,284
	(\$8,811,148)	(\$5,033,042)		(\$14,931,384)

WM AT-A-Glance



- ▶ “Gold Team” made up of 18 drivers in our region, ready to backfill and support Portage operations in times of need
- ▶ 61,700 Team members & growing
- ▶ 262 operating landfills for the disposal of residential, commercial, and industrial waste
- ▶ 12,000 alternative fuel vehicles that produce lower emissions than fossil fuels - making up more than two-thirds of the total fleet
- ▶ 105 recycling facilities expanding access to recycling services to more communities and businesses
- ▶ 15.2 million tons of materials recovered in 2023, WM is the largest recycler of post-consumer material in North America
- ▶ 800+ community organizations and programs supported through monetary and in-kind contributions

Recommendation to City Council for Single Waste Hauling

- ▶ Award the contract with estimated value of \$29,431,900, (5 years) to WM for Citywide Residential and Yard Waste Collection and Recycling Services beginning March 1, 2026.
- ▶ WM is \$15 million lower than the status quo, \$9 million lower than Best Way, and \$5 million lower than Republic Services over the five-year contract period.
- ▶ WM includes service to remove garbage from all city buildings as part of the contract.
- ▶ Contract will include one bulk item per week - no more holding on to junk until spring clean up!



Single Waste Hauler

Kalamazoo County Supervisors Meeting

Wednesday, October 15, 2025



CHARTER TOWNSHIP OF TEXAS BOARD MEETING, DECEMBER 22, 2025

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Supervisor O'Rourke called the meeting to order at 6:00 p.m. and asked everyone to join in the Pledge of Allegiance.

ROLL CALL

Clerk Beutel called the roll, and the following board members were present: Trustee Don Boven, Trustee Barb Hammon, Trustee Lisa Koop, Trustee Michelle O'Neill, Supervisor JoAnne O'Rourke, Treasurer Emily Meinema, and Clerk Emily Beutel. Also attending Attorney Michael Homier, HR Manager Lourdes Franco-Puzevic as well as approximately 12 members of the public.

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEM

Chris DiPiero, resident, commented on the Planning Commission member selection process.

Francis Bilancio, resident, commented on firefighter health and safety, development, and compensation.

PRESENTATION / PUBLIC HEARINGS / COUNTY COMMISSIONER

There were none.

BOARD, COMMITTEE, AND STAFF REPORTS

Fire Department Report

Board members reviewed the Fire Department report for November 2025, in which the department responded to 115 incidents, which included multiple structure fires.

Supervisor O'Rourke commented on snow plowing delays and concerns. She tracks census data and estimates Texas Township population at 22,000 residents in 2024. The County sent her a grant agreement for the Texas Drive walking path, which will be on the January 12, 2026 agenda. Board members discussed and expressed concern over communication, transparency, and public perception.

ADOPTION OF MEETING AGENDA

Motion by Boven, seconded by Hammon, to approve the meeting agenda. Motion carried, 7-0.

APPROVAL OF GENERAL CONSENT AGENDA

Motion by O'Rourke, seconded by Hammon, to approve the General Consent Agenda consisting of:

- Approval of December 8, 2025 Regular Meeting Minutes; December 11 & December 15, 2025 Special Meeting Minutes
- Approval of Bills for \$445,870.98
- Payroll of \$92,553.98
- Financial Reports: November 2025 Rev/Exp Report, November 2025 Cash by Bank & Fund
- New Township Hall Construction Pay App #40
- RCKC Q3 Service Request Summary Report

Motion passed, 7-0.

BUSINESS

NEW

Board and Committee Appointments

Supervisor O'Rourke asked Kristen Smith, Public Safety Committee member, to review the Planning Commission interview process. An advisory committee interviewed seven applicants, included five new applicants and two commissioners seeking reappointment. The advisory committee recommended two applicants, and she reviewed their biographies and read through the committee comments.

53 Board members asked questions about the selection and interview process and the ad-hoc advisory
54 committee structure and membership. Attorney Homier explained statutory duty of the Supervisor to
55 appoint committee members, which the Board must then confirm; until members are appointed to the
56 new term, acting members will continue to serve.

57 Motion by Boven, seconded by Meinema, to reject the appointments presented. Motion carried, 6-1.
58 Opposed – O'Rourke.

59
60 **Longhorn Drive Property Owner Easements**

61 Dan Lewis, VK Civil, reviewed the Longhorn Drive project, focusing on Property Owner Easements
62 required to allow construction, access, and long-term maintenance associated with the roadway
63 improvements. He also reviewed the process and timeline, noting that there are currently three
64 outstanding items which are all near resolution. Supervisor O'Rourke requested that the Board authorize
65 other officers to be authorized to sign the agreements.

66 Motion by O'Neill, seconded by Boven, to approve the Longhorn Drive property owner easements
67 and authorize the Township Clerk and Township Treasurer to execute all related documents on behalf of
68 the Township. Motion carried, 6-1. Opposed – O'Rourke.

69
70 **Longhorn Drive Development Agreement**

71 Motion by O'Neill, seconded by Hammon, to approve the Development Agreement between the
72 Township and the Downtown Development Authority for construction of Longhorn Drive and
73 authorize the Township Clerk and Township Treasurer to execute the agreement on behalf of the
74 Township. Motion carried, 6-1. Opposed – O'Rourke.

75
76 **Longhorn Drive Construction Bid, Contract and Contract Addendum**

77 Motion by O'Neill, seconded by Hammon, to approve the bid from Hoffman Brothers for the
78 construction of Longhorn Drive in the amount totaling \$1,503,273.20. Motion carried, 6-1. Opposed –
79 O'Rourke.

80
81 **Community Development Specialist Job Description**

82 HR Manager Lourdes Franco-Puzevic proposed reclassifying the current Zoning Specialist
83 position to Community Development Specialist to better reflect the scope and complexity of the
84 duties performed, as discussed at the budget workshop.

85 Motion by O'Rourke, seconded by Koop, to approve the Community Development Specialist
86 position description and authorize the promotion of Bret Willis to Community Development
87 Specialist effective January 1, 2026. Motion carried, 7-0.

88
89 **Resolution #25-30 to Establish Supervisor's Salary for 2026**

90 Board member compensation must be approved annually by Resolution.

91 Motion by Meinema, seconded by Hammon, approve Resolution #25-30, establishing the
92 Supervisor's salary at \$24,467.42 for 2026.

93 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O'Neill, O'Rourke. Nays – none.
94 Absent – none. Motion carried, 7-0.

95
96 **Resolution #25-31 to Establish Trustees' Salary for 2026**

97 Motion by O'Neill, seconded by Beutel, to adopt Resolution #25-31, establishing the Trustees'
98 compensation at \$4,214.80, plus \$150 per diem, plus \$25 an hour for Committee of the Whole meetings
99 for 2026.

100 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O'Neill, O'Rourke. Nays – none.
101 Absent – none. Motion carried, 7-0.

102
103 **Resolution #25-32 to Establish Treasurer's Salary for 2026**

104 Motion by Beutel, seconded by Hammon, to adopt Resolution #25-32 establishing the Treasurer's
105 salary for 2026 at \$81,556.38.

106 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O’Neill, O’Rourke. Nays – none.
107 Absent – none. Motion carried, 7-0.

108
109 **Resolution #25-33 to Establish Clerk’s Salary for 2026**

110 Motion by Koop, seconded by Hammon, to approve Resolution #25-33 establishing the Treasurer’s
111 salary for 2026 at \$81,556.38.

112 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O’Neill, O’Rourke. Nays – none.
113 Absent – none. Motion carried, 7-0.

114
115 **Adopt 2026 Compensation Schedule**

116 HR Director Franco-Puzevic presented the 2026 compensation schedule, which reflects a 2.8% cost
117 of living increase with one reclassification request and two merit increases.

118 Motion by Koop, seconded by O’Neill, to approve the 2026 compensation schedule as presented.

119
120 **Resolution #25-34 FY25 Budget Amendments**

121 Treasurer Meinema presented year-end budget amendments for 2025 to ensure a balanced budget.

122 Motion by O’Rourke, seconded by Boven, to adopt Resolution #25-34 authorizing the final budget
123 amendments for fiscal year 2025.

124 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O’Neill, O’Rourke. Nays – none.
125 Absent – none. Motion carried, 7-0.

126
127 **General Liability Insurance Policy Renewal for 2026**

128 HR Manager Franco-Puzevic presented the general liability insurance policy for 2026, noting that the
129 premium reflects a 10% increase over 2025 due to claims from the previous year and in part to the
130 continued coverage of the long-term lake level project pump house. Once the project is transferred to the
131 Drain Commission, coverage for that facility will be removed.

132 Motion by O’Neill, seconded by Hammon, to approve the 2026 General Liability Insurance Renewal
133 with Ted Hartleb Agency through EMC Insurance in the amount of \$87,194.00.

134
135 **Interim Superintendent Discussion**

136 Board members reviewed Interim Superintendent candidates and their scores from the second
137 interviews. Also discussed was the Superintendent job description and posting and hiring permanent
138 position as soon as possible following strategic planning.

139 Motion by O’Rourke, seconded by Boven, to extend the offer for Interim Superintendent to Vester
140 Davis, and authorize the HR Manager to discuss salary and bring that back to the Board for final
141 approval and also ask her to get the background check completed as quickly as possible. Motion carried,
142 6-1. Opposed – O’Neill.

143
144 **BRIEF PUBLIC COMMENTS ON NON-AGENDA ITEMS**

145 Kristen Smith, resident, commented on the Planning Commission appointment process.

146
147 **ATTORNEY’S REPORT**

148 Attorney Homier reported that the Michigan Court of Appeals for MSC and PA 233 appeal will be in
149 the next few months.

150
151 **BOARD MEMBER COMMENTS**

152 Trustee Boven wished everyone a Merry Christmas and Happy New Year.

153 Trustee Hammon wished happy holidays and safe travels.

154 Clerk Beutel expressed gratitude to the Kalamazoo County Commission for reconsidering the
155 Township’s Community Grant submittal for the Texas Drive Park walking path repaving project.

156 Treasurer Meinema commended staff members working in the office with short-staffing and
157 leadership transitions.



158 Trustee O'Neill also expressed gratitude to the County Commission and would like the Board to strive
159 to avoid such communication issues in the future. She'd like all members to be on the same page and
160 communicate with one voice.

161 Trustee Koop shared information about a new local business.

162 Supervisor O'Rourke commented on communication being a two-way street and is hoping that
163 strategic planning will help the Board to find a way forward.

164

165 **ADJOURNMENT**

166 Motion by Boven, seconded by O'Rourke, to adjourn the meeting. The meeting adjourned at
167 approximately 7:40 p.m. Motion carried, 7-0.

168

169 **SUBMITTED:** December 31, 2025

170 Clerk Emily Beutel

171 Attested:

APPROVED:

DRAFT



CHARTER TOWNSHIP OF TEXAS SPECIAL BOARD MEETING, DECEMBER 30, 2025

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Supervisor O'Rourke called the meeting to order at 5:00 p.m. and invited everyone to join in the Pledge of Allegiance.

ROLL CALL

Clerk Beutel called the roll, and the following board members were present: Trustee Don Boven, Trustee Barb Hammon, Trustee Lisa Koop, Trustee Michelle O'Neill, Supervisor JoAnne O'Rourke, Treasurer Emily Meinema, and Clerk Emily Beutel. Also attending were HR Manager Lourdes Franco-Puzevic and two members of the public.

PUBLIC COMMENTS ON AGENDA & NON-AGENDA ITEMS

Francis Bilancio, resident, commented on the Fire Fund budget.

ADOPTION OF MEETING AGENDA

With all Board members being present, it was asked to add the Interim Superintendent Contract to the agenda for discussion, as HR Manager Franco-Puzevic had several updates.

Motion by Hammon, seconded by Koop, to approve the meeting agenda with the amendment of adding item 6D – the Employment Agreement for the Interim Superintendent.

NEW BUSINESS

2025 Budget Amendments – Fire Fund

Treasurer Meinema explained that, in reviewing year-end budgets and expenditures, she and Clerk Beutel had some concerns about the Fire Fund. After review by the township's accountant, they recommended final budget amendments to address several substantial line item variances that would be flagged during the audit process.

Motion by O'Rourke, seconded by O'Neill, to approve Resolution #25-35 amending the 2025 budget, as presented.

Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O'Neill, O'Rourke. Nays – none. Absent – none. Motion carried, 7-0.

Strategic Planning Update

Dr. Lew Bender has canceled Day 2 of the Strategic Planning Workshop on Saturday, January 10, 2026, which convenes Board members and department heads. Day 1 of the Workshop will take place Friday, January 9, 2026 from 1:00 p.m. to approximately 8:30 p.m. to focus on Roles, Expectations and Rules for Members; Expectations and Understandings with the new Interim Superintendent; and Board Goals for 2026.

Interim Superintendent Contract

HR Manager Lourdes Franco-Puzevic stated that she was notified the background investigation for Interim Superintendent candidate, Vester Davis, was substantially complete, and she had spoken to him to negotiate start date and compensation. Board members reviewed and discussed a draft Employment Agreement.

Motion by O'Rourke, seconded by Boven, to authorize extending the offer of employment to Vester Davis, as presented.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

There was none.

BOARD MEMBER COMMENTS

Trustee Boven commented on the Road Commission of Kalamazoo County snow plowing efforts. Treasurer Meinema shared that a hydrant on 8th Street had been damaged.



54 Everyone wished each other a safe, happy and healthy New Year.

55

56 **ADJOURNMENT**

57 Motion by Boven, seconded by O'Neill, to adjourn the meeting. The meeting adjourned at
58 approximately 5:20 p.m. Motion carried, 7-0.

59

60 **SUBMITTED:**
61 Clerk Emily Beutel

APPROVED:

DRAFT

01/08/2026

CHECK REGISTER FOR TEXAS CHARTER TOWNSHIP
CHECK DATE FROM 12/23/2025 - 01/12/2026

Check Date	Check	Vendor Name	Amount
Bank GEN PNC			
12/23/2025	47475	KAL COUNTY TREASURER	1,162.50
12/23/2025	47476	KALAMAZOO COUNTY CLERK / REGISTER	30.00
12/23/2025	47477	KERWIN ELECTRIC	4.00
12/26/2025	EFT669	FEDERAL WITHHOLDING	20,531.61
12/26/2025	47478	JOHN HANCOCK LIFE INSURANCE COMPANY	13,546.20
12/26/2025	47479	VOYA INSTITUTIONAL TRUST COMPANY	5,569.51
12/26/2025	47480	JOHN HANCOCK LIFE INSURANCE COMPANY	21,758.65
12/26/2025	47481	VOYA INSTITUTIONAL TRUST COMPANY	8,504.58
12/31/2025	EFT670	FEDERAL WITHHOLDING	4,887.96
12/31/2025	EFT671	STATE OF MICHIGAN	8,077.40
12/31/2025	47482	KALAMAZOO COUNTY CLERK / REGISTER	30.00
12/31/2025	47483	CENTRAL COUNTY TRANSPORT AUTHORITY	6,784.35
12/31/2025	47484	CLAUDIA STIRTON	154.00
12/31/2025	47485	GRAINGER	73.89
12/31/2025	47486	ROB'S TIRE & AUTO CARE	1,442.93
12/31/2025	47487	METRONET	1,617.52
01/05/2026	47488	KALAMAZOO VALLEY COMMUNITY COLLEGE	150.00
01/07/2026	47489	EMC INSURANCE COMPANIES	86,996.00
01/08/2026	EFT672	FEDERAL WITHHOLDING	20,370.54
01/12/2026	47490	ALAMO AUTO ACCESSORIES	422.50
01/12/2026	47491	BEST WAY DISPOSAL	846.23
01/12/2026	47492	BMI LICENSING DEPT	459.00
01/12/2026	47493	CHASE CARD SERVICES	2,262.71
01/12/2026	47494	COMCAST CABLE	120.87
01/12/2026	47495	CONSUMERS ENERGY	14,338.92
01/12/2026	47496	DORE CONSULTING, LLC	1,336.25
01/12/2026	47497	EARTH WORKS	12,945.00
01/12/2026	47498	ENGINEERED PROTECTION SYSTEMS, INC	546.00
01/12/2026	47499	FREIGHTLINER OF KALAMAZOO	316.35
01/12/2026	47500	GALLAGHER	122.83
01/12/2026	47501	SAMANTHA FERNANDEZ	42.35
01/12/2026	47509	ANDREW MARTZ	188.63
01/12/2026	47510	BRONSON HELPNET	352.47
01/12/2026	47511	GRAINGER	14.25
01/12/2026	47512	GRIFFIN PEST SOLUTIONS	141.00
01/12/2026	47513	INDIANA MICHIGAN POWER	14.95
01/12/2026	47514	KAL KLEEN, INC.	1,111.00
01/12/2026	47515	KALAMAZOO CITY TREAS.	55.94

01/12/2026	47516	KALAMAZOO CO WATER SAFETY & RECOVER	750.00
01/12/2026	47517	MCNALLY ELEVATOR COMPANY, INC	1,941.95
01/12/2026	47518	METRONET	1,666.05
01/12/2026	47519	MICH ASSOC OF MUNICIPAL CLERKS	200.00
01/12/2026	47520	MLIVE MEDIA GROUP	556.20
01/12/2026	47521	MOSES FIRE EQUIPMENT, INC	757.80
01/12/2026	47522	PROGRESSIVE AE, INC.	2,150.00
01/12/2026	47523	QUADIENT LEASING USA, INC.	470.97
01/12/2026	47524	SESAC	641.00
01/12/2026	47525	TEXAS CORNERS HARDWARE	80.98
01/12/2026	47526	TOM RUZICK	1,927.35
01/12/2026	47527	VALEO NETWORKS	4,947.69
01/12/2026	47528	VRT ENTERPRISES, INC	124.00
01/12/2026	47529	WEX BANK	1,224.48
01/12/2026	47530	XEROX CORPORATION	410.55

GEN TOTALS:

Total of Checks:	255,177.91
Less Void Checks:	0.00
Total of Disbursements:	\$ 255,177.91

01/08/2026

INVOICE REGISTER REPORT FOR TEXAS CHARTER TOWNSHIP
EXP CHECK RUN DATES 12/23/2025 - 01/12/2026
JOURNALIZED OPEN AND PAID
BANK CODE: GEN

Inv Num Inv Ref#	Vendor Address GL Distribution	Inv Date Description	Due Date	Inv Amt Entered By	Amt Due	Status	Jrnized Post Date
Vendor ALAMO AUTO - ALAMO AUTO ACCESSORIES:							
1504							
29778	ALAMO AUTO ACCESSORIES 6100 W D AVE KALAMAZOO, MI 49009 206-336-934.000 VEHICLE MAINTENANCE	12/31/2025 1104 SPOTLIGHT/LIGHT BAR REPAIR	01/12/2026	422.50 KHYDE	0.00	Paid	Y 12/31/2025
Total for vendor ALAMO AUTO - ALAMO AUTO ACCESSORIES:				422.50	0.00		
Vendor MARTZ - ANDREW MARTZ:							
PO370							
29749	ANDREW MARTZ 61613 WHITETAIL RUN MATTAWAN, MI 49071 206-336-931.000 BUILDING MAINTENANCE (7110)	12/22/2025 REIMBURSE MARTZ - STATION REPAIRS	12/22/2025	188.63 KHYDE	0.00	Paid	Y 12/22/2025
Total for vendor MARTZ - ANDREW MARTZ:				188.63	0.00		
Vendor BEST WAY - BEST WAY DISPOSAL:							
1875990							
29764	BEST WAY DISPOSAL 2314 MILLER ROAD KALAMAZOO, MI 49001- 101-567-930.000 MAINTENANCE - CEMETERY 101-751-930.000 MAINTENANCE - PARK 101-265-931.100 BUILDING MAINT (7227) 206-336-931.000 BUILDING MAINTENANCE (7110) 101-806-931.000 BUILDING MAINTENANCE (7060) 101-751-930.000 MAINTENANCE - PARK	01/05/2026 GARBAGE PICKUP 1.1.2026 - 1.31.2026	01/25/2026	846.23 MELISSA	0.00	Paid	Y 01/05/2026
Total for vendor BEST WAY - BEST WAY DISPOSAL:				846.23	0.00		
Vendor BMI - BMI LICENSING DEPT:							
2026							
29787	BMI LICENSING DEPT 10 MUSIC SQUARE E NASHVILLE, TN 37203 101-272-962.000 TOWNSHIP PROMOTION 101-806-880.000 PROMOTION - MARKET	01/06/2026 BMI - 2026 MUSIC LICENSE 1.1.2026 - 12.31.2026	01/30/2026	459.00 MELISSA	0.00	Paid	Y 01/06/2026
Total for vendor BMI - BMI LICENSING DEPT:				459.00	0.00		

Vendor HELPNET - BRONSON HELPNET:

354-9867

29775	BRONSON HELPNET	01/01/2026	01/16/2026	352.47	0.00	Paid	Y
	4625 BECKLEY RD.	EMPLOYEE ASSISTANCE PROGRAM 1.1.2026 - 3.31.2026		MELISSA			01/05/2026
	BUILDING 300						
	BATTLE CREEK, MI 49015						
	206-336-711.000	DISABILITY INSURANCE		250.14			
	101-272-719.000	DISABILITY INSURANCE		79.59			
	249-371-712.000	DISABILITY INSURANCE		22.74			

Total for vendor HELPNET - BRONSON HELPNET:

352.47 0.00

Vendor CARDMEMBER - CHASE CARD SERVICES:

JANUARY 2026

29788**	CHASE CARD SERVICES	01/05/2026	01/23/2026	2,262.71	0.00	Paid	Y
	PO BOX 4099	CREDIT CARD STATEMENT		MELISSA			12/31/2025
	CAROL STREAM, IL 60197-4099						
	101-228-800.000	COMPUTER SOFTWARE ZOOM		79.00			
	101-268-728.000	OFFICE SUPPLIES BUDGET RPT COVERS		54.00			
	101-703-955.000	CONTINUING EDUCATION		60.00			
	101-228-800.000	COMPUTER SOFTWARE GOTTOCOM		349.99			
	101-228-800.000	COMPUTER SOFTWARE MAILCHIMP		45.00			
	101-703-716.000	FRINGE BENEFITS HOMEWOOD SUITES		213.64			
	101-703-716.000	FRINGE BENEFITS HOMEWOOD SUITES		106.82			
	101-228-800.000	COMPUTER SOFTWARE ASANA		101.17			
	101-806-880.000	PROMOTION - MARKET MAILCHIMP		39.25			
	101-253-729.000	MEMBERSHIP AND DUES STATE TAX COMM		50.00			
	206-336-931.000	BUILDING MAINTENANCE (7110) COFFEE MAKER		703.47			
	206-336-934.000	VEHICLE MAINTENANCE MOUNTING PLATES		130.26			
	206-336-802.000	COMPUTER SOFTWARE CANVA		30.00			
	206-336-740.000	OPERATING SUPPLIES PARAMOUNT COFFEE		123.50			
	206-336-934.000	VEHICLE MAINTENANCE SEAT COVER		50.62			
	206-336-934.000	VEHICLE MAINTENANCE HUB CAP		24.78			
	206-336-931.000	BUILDING MAINTENANCE (7110) H2O FILT SYS		77.84			
	206-336-742.000	UNIFORMS SAR HELMET		238.00			
	101-272-956.000	MISCELLANEOUS		(420.64)			
	101-703-716.000	FRINGE BENEFITS HOMEWOOD SUITES		206.01			

Total for vendor CARDMEMBER - CHASE CARD SERVICES:

2,262.71 0.00

Vendor STIRTON - CLAUDIA STIRTON:

12.2025

29748	CLAUDIA STIRTON	12/18/2025	12/26/2025	154.00	0.00	Paid	Y
	1082 WICKFORD DR	ASSESSING MILEAGE REIMBURSEMENT		MELISSA			12/18/2025
	KALAMAZOO, MI 49009						
	101-257-873.000	MILEAGE		154.00			

Total for vendor STIRTON - CLAUDIA STIRTON:						154.00	0.00		
Vendor COMCAST - COMCAST CABLE:									
011326-021226									
29780	COMCAST CABLE	01/06/2026	01/18/2026	120.87	0.00	Paid	Y		
	PO BOX 4089	FD - INTERNET		MELISSA				01/06/2026	
	CAROL STREAM, IL 60197								
	206-336-920.000	UTILITIES		120.87					
Total for vendor COMCAST - COMCAST CABLE:						120.87	0.00		
Vendor CON ENERGY - CONSUMERS ENERGY:									
201632312723									
29761	CONSUMERS ENERGY	12/29/2025	01/23/2026	30.77	0.00	Paid	Y		
	PAYMENT CENTER	CROOKED LAKE TEXAS ASSESSMENT DISTRICT		MELISSA				01/05/2026	
	PO BOX 740309								
	CINCINNATI, OH 45274-0309								
	821-441-920.000	UTILITIES		30.77					
201365387551									
29767	CONSUMERS ENERGY	12/31/2025	01/26/2026	45.53	0.00	Paid	Y		
	PAYMENT CENTER	7110 W Q AVE L4 LIGHT		MELISSA				12/31/2025	
	PO BOX 740309								
	CINCINNATI, OH 45274-0309								
	101-441-926.000	TOWNSHIP STREET LIGHTING		45.53					
201365387552									
29768	CONSUMERS ENERGY	12/31/2025	01/26/2026	7,095.05	0.00	Paid	Y		
	PAYMENT CENTER	STREET LIGHTS		MELISSA				12/31/2025	
	PO BOX 740309								
	CINCINNATI, OH 45274-0309								
	219-441-920.000	STREET LIGHTING		6,811.25					
	101-441-926.000	TOWNSHIP STREET LIGHTING		283.80					
204302032314									
29769	CONSUMERS ENERGY	12/31/2025	01/26/2026	5,187.57	0.00	Paid	Y		
	PAYMENT CENTER	STREET LIGHTS		MELISSA				12/31/2025	
	PO BOX 740309								
	CINCINNATI, OH 45274-0309								
	219-441-920.000	STREET LIGHTING		5,187.57					
202166268676									
29792	CONSUMERS ENERGY	01/05/2026	01/28/2026	1,980.00	0.00	Paid	Y		
	PAYMENT CENTER	7227 W Q AVE BLDG		MELISSA				12/31/2025	
	PO BOX 740309								
	CINCINNATI, OH 45274-0309								
	101-265-920.100	UTILITIES (7227)		1,980.00					
Total for vendor CON ENERGY - CONSUMERS ENERGY:						14,338.92	0.00		
Vendor DORE - DORE CONSULTING, LLC:									

TTWP2025-11

29772	DORE CONSULTING, LLC 5946 FAIRWAY CIRCLE KALAMAZOO, MI 49009	01/05/2026	01/16/2026	1,336.25	0.00	Paid	Y
		HR CONSULTING - 12.1.2025-12.29.2025		MELISSA			12/31/2025
	101-272-821.100	HR CONSULTING FEES		1,336.25			
Total for vendor DORE - DORE CONSULTING, LLC:				1,336.25	0.00		

Vendor EARTH WORK - EARTH WORKS:

1105330							
29765	EARTH WORKS 3700 E MILHAM PORTAGE, MI 49002	12/31/2025	01/30/2026	12,945.00	0.00	Paid	Y
		TEXAS TOWNSHIP - SALT APPLICATION & SNOW REMOVAL		MELISSA			12/31/2025
	101-265-936.000	GROUNDS MAINTENANCE (7060 & 7110)		3,995.00			
	101-751-930.000	MAINTENANCE - PARK		2,450.00			
	101-567-930.000	MAINTENANCE - CEMETERY		1,730.00			
	248-728-931.200	DDA - SNOW REMOVAL		910.00			
	101-265-936.100	GROUNDS MAINTENANCE (7227)		3,860.00			
Total for vendor EARTH WORK - EARTH WORKS:				12,945.00	0.00		

Vendor EMC INSURA - EMC INSURANCE COMPANIES:

7002986934							
29777	EMC INSURANCE COMPANIES PO BOX 219637 KANSAS CITY, MO 64121-9637	01/05/2026	01/15/2025	86,996.00	0.00	Paid	Y
		LIABILITY INSURANCE		MELISSA			01/05/2026
	101-272-960.000	INSURANCE & BONDS		46,756.24			
	206-336-960.000	INSURANCE & BONDS - FD		29,485.56			
	101-272-960.000	INSURANCE & BONDS (BLDG DEPT ADMIN)		2,660.52			
	403-441-960.000	INSURANCE & BONDS - SEWER		8,093.68			
Total for vendor EMC INSURA - EMC INSURANCE COMPANIES:				86,996.00	0.00		

Vendor EPS - ENGINEERED PROTECTION SYSTEMS, INC:

A891377							
29793	ENGINEERED PROTECTION SYSTEMS, INC 750 FRONT NW GRAND RAPIDS, MI 49504-4400	01/08/2026	01/31/2026	374.40	0.00	Paid	Y
		FD - ALARM SYSTEM MONITORING, FIRE SYSTEM INPECTIONS		MELISSA			01/08/2026
	206-336-931.000	BUILDING MAINTENANCE (7110) - EPS		374.40			
A91378							
29794	ENGINEERED PROTECTION SYSTEMS, INC 750 FRONT NW GRAND RAPIDS, MI 49504-4400	01/08/2026	01/31/2026	124.80	0.00	Paid	Y
		FD - VIDEO SERVICE AGREEMENT 02.01.26 - 04.30.26		MELISSA			01/08/2026
	206-336-931.000	BUILDING MAINTENANCE (7110)		124.80			
A891379							
29795	ENGINEERED PROTECTION SYSTEMS, INC 750 FRONT NW GRAND RAPIDS, MI 49504-4400	01/08/2026	01/31/2026	46.80	0.00	Paid	Y
		FD - INTERCOM SERVICE AGREEMENT 02.01.26 - 04.30.26		MELISSA			01/08/2026

	206-336-931.000	BUILDING MAINTENANCE (7110)			46.80			
Total for vendor EPS - ENGINEERED PROTECTION SYSTEMS, INC:					546.00	0.00		
Vendor FREIGHTKAL - FREIGHTLINER OF KALAMAZOO:								
R002074670-01								
29760	FREIGHTLINER OF KALAMAZOO		12/11/2025	01/12/2026	316.35	0.00	Paid	Y
	53449 MAIN STREET		DIAGNOSTIC WORK 1161		KHYDE			12/31/2025
	MATTAWAN, MI 49071							
	206-336-934.000	VEHICLE MAINTENANCE			316.35			
Total for vendor FREIGHTKAL - FREIGHTLINER OF KALAMAZOO:					316.35	0.00		
Vendor GALLAGHER - GALLAGHER:								
I0990497								
29776	GALLAGHER		12/31/2025	01/16/2026	122.83	0.00	Paid	Y
	151 MCQUISTON DR		TOWNSHIP MATS		MELISSA			12/31/2025
	BATTLE CREEK, MI 49037							
	101-265-931.100	BUILDING MAINT (7227)			122.83			
Total for vendor GALLAGHER - GALLAGHER:					122.83	0.00		
Vendor GRAINGER - GRAINGER:								
9751854986								
29755	GRAINGER		12/23/2025	01/05/2026	14.25	0.00	Paid	Y
	DEPT. 861946671		PRESSURE GAUGE		KHYDE			12/30/2025
	PALATINE, IL 60038							
	206-336-931.000	BUILDING MAINTENANCE (7110)			14.25			
Total for vendor GRAINGER - GRAINGER:					14.25	0.00		
Vendor GRIFFIN - GRIFFIN PEST SOLUTIONS:								
2718666								
29757	GRIFFIN PEST SOLUTIONS		12/30/2025	01/16/2026	141.00	0.00	Paid	Y
	1606 MOMENTUM PLACE		FD - QUARTERLY SERVICE		MELISSA			12/30/2025
	CHICAGO, IL 60689-5316							
	206-336-931.000	BUILDING MAINTENANCE (7110)			141.00			
Total for vendor GRIFFIN - GRIFFIN PEST SOLUTIONS:					141.00	0.00		
Vendor MISC - HILES CRAIG/HEINEMAN REX:								
00030758								
29751	HILES CRAIG/HEINEMAN REX		12/23/2025	12/30/2025	30.00	0.00	Paid	Y
	6677 BELGIAN AVE		BD Payment Refund		NANCY			12/23/2025
	KALAMAZOO, MI 49009 8985							
	101-000-239.000	AFFIDAVIT RECORDING FEE			30.00			
Total for vendor MISC - HILES CRAIG/HEINEMAN REX:					30.00	0.00		
Vendor AEP - INDIANA MICHIGAN POWER:								
DECEMBER 2025								
29782	INDIANA MICHIGAN POWER		01/06/2026	01/16/2026	14.95	0.00	Paid	Y
	PO BOX 371496		STREETLIGHTS		MELISSA			12/31/2025
	PITTSBURGH, PA 15250-7496							

	219-441-920.000	STREET LIGHTING			14.95			
Total for vendor AEP - INDIANA MICHIGAN POWER:					14.95	0.00		
Vendor 00071 - KAL COUNTY TREASURER:								
SITE FEES 11 2025								
29753	KAL COUNTY TREASURER		12/23/2025	12/23/2025	1,162.50	0.00	Paid	Y
	201 WEST KALAMAZOO AVENUE		WYNGATE/SADDLEBROOK NOVEMBER 2025 SITE FEES		NANCY			12/23/2025
	KALAMAZOO, MI 49007-							
	101-000-239.000	SADDLEBROOK FARMS NOVEMBER 25 SET			292.00			
	101-000-239.000	SADDLEBROOK FARMS NOVEMBER 25 CNTY			73.00			
	101-000-239.000	WYNGATE FARMS NOVEMBER 25 SET			638.00			
	101-000-239.000	WYNGATE FARMS NOVEMBER 25 CNTY			159.50			
Total for vendor 00071 - KAL COUNTY TREASURER:					1,162.50	0.00		
Vendor KAL KLEEN - KAL KLEEN, INC. :								
129199								
29758	KAL KLEEN, INC.		12/30/2025	01/31/2026	1,111.00	0.00	Paid	Y
	SERVICE MASTER OF KALAMAZOO		JANITORIAL SERVICES FOR JANUARY 2026		MELISSA			01/05/2026
	3344 RAVINE							
	KALAMAZOO, MI 49006							
	101-265-931.000	BUILDING MAINTENANCE			1,111.00			
Total for vendor KAL KLEEN - KAL KLEEN, INC. :					1,111.00	0.00		
Vendor KAL - WATE - KALAMAZOO CITY TREAS.:								
11.24.25-122625								
29791	KALAMAZOO CITY TREAS.		12/31/2025	01/16/2026	55.94	0.00	Paid	Y
	241 W SOUTH STREET		WATER/SEWER - 6321 S 6TH ST		MELISSA			12/31/2025
	KALAMAZOO, MI 49007-4750							
	101-751-920.000	UTILITIES - 6TH STREET W/S			55.94			
Total for vendor KAL - WATE - KALAMAZOO CITY TREAS.:					55.94	0.00		
Vendor KCWS&RA - KALAMAZOO CO WATER SAFETY & RECOVER:								
SONAR								
29797	KALAMAZOO CO WATER SAFETY & RECOVER		01/05/2026	01/30/2026	750.00	0.00	Paid	Y
	8047 BROOKWOOD DR		HUMMINGBIRD HELIX 10 SONAR UNIT		EMILY			01/07/2026
	PORTAGE, MI 49024-5201							
	206-336-750.000	TOOLS & EQUIPMENT			750.00			
Total for vendor KCWS&RA - KALAMAZOO CO WATER SAFETY & RECOVER:					750.00	0.00		
Vendor MISC - KALAMAZOO COUNTY CLERK / REGISTER:								
00030862								
29759	KALAMAZOO COUNTY CLERK / REGISTER		12/31/2025	01/07/2026	30.00	0.00	Paid	Y
	201 WEST KALAMAZOO AVENUE		ACCESSORY BUILDING		NANCY			12/31/2025
	KALAMAZOO, MI 49007							
	101-000-239.000	AFFIDAVIT RECORDING FEE			30.00			
Total for vendor MISC - KALAMAZOO COUNTY CLERK / REGISTER:					30.00	0.00		
Vendor KVCC - KALAMAZOO VALLEY COMMUNITY COLLEGE:								

2025 Q4 CITATIONS

29773	KALAMAZOO VALLEY COMMUNITY COLLEGE ATTN: PAY STATION PO BOX 4070 KALAMAZOO, MI 49003-4070	01/05/2026	01/05/2026	150.00	0.00	Paid	Y
		(3) PARKING CITATIONS PAID 2025 QUARTER 4		EMEINEMA			01/05/2026
	101-000-239.000	P3259 - RECEIPT #36322		50.00			
	101-000-239.000	P3187 - RECEIPT #36323		50.00			
	101-000-239.000	P3306 - PD AT TWP		50.00			
Total for vendor KVCC - KALAMAZOO VALLEY COMMUNITY COLLEGE:				150.00	0.00		

Vendor MISC - KERWIN ELECTRIC:							
00029841							
29752	KERWIN ELECTRIC 7930 S 8TH ST KALAMAZOO, MI 49009	12/23/2025	12/23/2025	4.00	0.00	Paid	Y
		PERMIT OVERPAYMENT		NANCY			12/23/2025
	249-000-278.000	BLDG DEPT REFUNDS DUE		4.00			
Total for vendor MISC - KERWIN ELECTRIC:				4.00	0.00		

Vendor MCNALLY EL - MCNALLY ELEVATOR COMPANY, INC:							
73851							
29770	MCNALLY ELEVATOR COMPANY, INC 223 WEST RANSOM ST KALAMAZOO, MI 49007-3635	01/05/2026	01/16/2026	1,941.95	0.00	Paid	Y
		FD - REGULAR MAINTENANCE BILLING FOR JANUARY 2026 - D		MELISSA			01/05/2026
	101-265-931.000	BUILDING MAINTENANCE (7110) ELEVATOR		1,941.95			
Total for vendor MCNALLY EL - MCNALLY ELEVATOR COMPANY, INC:				1,941.95	0.00		

Vendor METRONET - METRONET:							
JAN 2026							
29763	METRONET PO BOX 630546 CINCINNATI, OH 45263-0546	01/01/2026	01/22/2026	1,666.05	0.00	Paid	Y
		PHONE, INTERNET & MANAGED SERVICES - JANUARY 2026		MELISSA			01/05/2026
	101-228-921.000	TELEPHONE		722.86			
	206-336-921.000	TELEPHONE/911/CELLULAR		358.00			
	101-228-853.000	INTERNET		375.66			
	206-336-801.100	TECHNICAL SUPPORT		161.00			
	101-270-956.000	MISCELLANEOUS(LATE FEE)		48.53			
Total for vendor METRONET - METRONET:				1,666.05	0.00		

Vendor MAMC - MICH ASSOC OF MUNICIPAL CLERKS:							
11543							
29662	MICH ASSOC OF MUNICIPAL CLERKS 120 N WASHINGTON SQ SUITE 110A LANSING, MI 48933	12/03/2025	01/31/2026	100.00	0.00	Paid	Y
		MAMC ANNUAL MEMBERSHIP - DEPUTY CLERK		MELISSA			01/05/2026
	101-215-729.000	MEMBERSHIP AND DUES		100.00			
11597							

29789	MICH ASSOC OF MUNICIPAL CLERKS 120 N WASHINGTON SQ SUITE 110A LANSING, MI 48933 101-215-729.000 MEMBERSHIP AND DUES	01/05/2026	01/31/2026	2026 MAMC ANNUAL MEMBERSHIP - CLERK	100.00 EMILY	0.00	Paid	Y	01/07/2026	
					100.00					
Total for vendor MAMC - MICH ASSOC OF MUNICIPAL CLERKS:					200.00	0.00				

Vendor MLIVE - MLIVE MEDIA GROUP:										
3720375										
29790	MLIVE MEDIA GROUP DEPT 77571 PO BOX 77000 DETROIT, MI 48277-0571 101-215-900.000 ORD 381 NOTICE OF POSTING	12/31/2025	01/31/2026	PUBLIC NOTICES	556.20 EMILY	0.00	Paid	Y	12/31/2025	
					556.20					
Total for vendor MLIVE - MLIVE MEDIA GROUP:					556.20	0.00				

Vendor MOSES - MOSES FIRE EQUIPMENT, INC:										
25356										
29756	MOSES FIRE EQUIPMENT, INC P.O. BOX 690 LAWRENCE, MI 49064-0690 206-336-740.000 OPERATING SUPPLIES	12/24/2025	01/05/2026	CLASS A FOAM	757.80 KHYDE	0.00	Paid	Y	12/30/2025	
					757.80					
Total for vendor MOSES - MOSES FIRE EQUIPMENT, INC:					757.80	0.00				

Vendor PROGRESS - PROGRESSIVE AE, INC.:										
207235										
29796	PROGRESSIVE AE, INC. 1811 4 MILE ROAD NE GRAND RAPIDS, MI 49525 818-441-821.000 AQUATIC PLANT CONTROL	12/30/2025	01/26/2026	EAGLE LAKE PLANT CONTROL - SERVICES THROUGH 12/26/2025	2,150.00 EMILY	0.00	Paid	Y	12/31/2025	
					2,150.00					
Total for vendor PROGRESS - PROGRESSIVE AE, INC.:					2,150.00	0.00				

Vendor QUADIENT - QUADIENT LEASING USA, INC.:										
Q2152566										
29779	QUADIENT LEASING USA, INC. DEPT 3682 PO BOX 123682 DALLAS, TX 75312-3682 101-268-740.000 OFFICE TOOLS & EQUIPMENT	01/05/2026	01/23/2026	POSTAGE METER LEASE	470.97 MELISSA	0.00	Paid	Y	01/06/2026	
					470.97					
Total for vendor QUADIENT - QUADIENT LEASING USA, INC.:					470.97	0.00				

Vendor FERNANDEZS - SAMANTHA FERNANDEZ:										
DECEMBER 2025										
29785	SAMANTHA FERNANDEZ 1720 BANBURY RD KALAMAZOO, MI 49001 101-268-873.000 MILEAGE	01/06/2026	01/16/2026	POST OFFICE MILEAGE - 12.2025	42.35 MELISSA	0.00	Paid	Y	12/31/2025	
					42.35					

Total for vendor FERNANDEZS - SAMANTHA FERNANDEZ:						42.35	0.00		
Vendor SESAC - SESAC:									
2026									
29754	SESAC	12/30/2025	01/01/2026	641.00	0.00	Paid	Y		
	P.O. BOX 737457		MUSIC PERFORMANCE LICENSE - 2026	MELISSA					01/01/2026
	DALLAS, TX 75373-7457								
	101-272-962.000	TOWNSHIP PROMOTION		480.75					
	101-806-880.000	PROMOTION - MARKET		160.25					
Total for vendor SESAC - SESAC:						641.00	0.00		
Vendor TEXAS CORN - TEXAS CORNERS HARDWARE:									
DECEMBER 2025									
29762	TEXAS CORNERS HARDWARE	12/31/2025	01/31/2026	80.98	0.00	Paid	Y		
	7129 WEST Q AVENUE		ACE HARDWARE STATEMENT	MELISSA					12/31/2025
	KALAMAZOO, MI 49009								
	206-336-934.000	VEHICLE MAINTENANCE(1104,1171)		49.63					
	206-336-931.000	BUILDING MAINTENANCE (7110)FASTENERS		23.17					
	206-336-931.000	BUILDING MAINTENANCE (7110)NIPPLE BLACK		8.18					
Total for vendor TEXAS CORN - TEXAS CORNERS HARDWARE:						80.98	0.00		
Vendor RUZICK - TOM RUZICK:									
NOV-DEC 2025									
29766	TOM RUZICK	12/30/2025	01/01/2026	1,927.35	0.00	Paid	Y		
	7982 WEST RS AVENUE		N EAGLE LAKE DR PLOW, SALT & SAND	EMILY					12/31/2025
	SCHOOLCRAFT, MI 49087								
	810-441-801.000	ROAD MAINTENANCE - NOV 2025		417.45					
	810-441-801.000	ROAD MAINTENANCE - DEC 2025		1,509.90					
Total for vendor RUZICK - TOM RUZICK:						1,927.35	0.00		
Vendor VALEO - VALEO NETWORKS:									
39446									
29774	VALEO NETWORKS	01/01/2026	01/31/2026	4,947.69	0.00	Paid	Y		
	P.O. BOX 735416		AGREEMENT 2025 - PREMIUM 360 - JANUARY 2026	MELISSA					01/05/2026
	DALLAS, TX 75373-5416								
	101-228-802.000	TECHNICAL SUPPORT		3,314.95					
	206-336-801.100	TECHNICAL SUPPORT		1,632.74					
Total for vendor VALEO - VALEO NETWORKS:						4,947.69	0.00		
Vendor VRT - VRT ENTERPRISES, INC:									
26-110305									
29771	VRT ENTERPRISES, INC	01/05/2026	01/30/2026	124.00	0.00	Paid	Y		
	PO BOX 97		TDP - PORTABLE TOILET SERVICES FOR 1.5.2026 - 1.31.2026	MELISSA					01/05/2026
	67351 US 131								
	CONSTANTINE, MI 49042								
	101-751-930.000	MAINTENANCE - PARK		124.00					
Total for vendor VRT - VRT ENTERPRISES, INC:						124.00	0.00		

Vendor SPEEDWAY - WEX BANK:

109710213

29786	WEX BANK	12/31/2025	01/12/2026	1,224.48	0.00	Paid	Y
	P.O. BOX 6293	FUEL/OIL		KHYDE			12/31/2025
	CAROL STREAM, IL 60197-6293						
	206-336-923.000	GAS/OIL/PARKING		979.68			
	101-703-930.000	AUTOMOBILE MAINTENANCE		61.20			
	101-265-763.000	AUTOMOBILE MAINTENANCE		61.20			
	101-268-776.000	EQUIPMENT MAINTENANCE		61.20			
	101-751-763.000	AUTOMOBILE MAINTENANCE		61.20			

Total for vendor SPEEDWAY - WEX BANK:

1,224.48 0.00

Vendor XEROX - XEROX CORPORATION:

024860518

29783	XEROX CORPORATION	01/06/2026	01/30/2026	34.08	0.00	Paid	Y
	PO BOX 802555	FD - COPIER USAGE CHARGES 11.21.25-12.21.25		MELISSA			12/31/2025
	CHICAGO, IL 60680-2555						
	206-336-900.000	PRINTING AND PUBLISHING		34.08			

024860517

29784	XEROX CORPORATION	01/06/2026	01/30/2026	376.47	0.00	Paid	Y
	PO BOX 802555	COPY MACHINE RENTAL - 11.21.25-12.21.25		MELISSA			12/31/2025
	CHICAGO, IL 60680-2555						
	101-268-728.000	OFFICE SUPPLIES		376.47			

Total for vendor XEROX - XEROX CORPORATION:

410.55 0.00

# of Invoices:	49	# Due:	0	Totals:	142,012.77	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					142,012.77	0.00

* 1 Net Invoices have Credits Totalling:

(420.64)

--- TOTALS BY BANK ---

GEN	PNC	142,012.77
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--- OTHER CHECKS ---

EFT669	FEDERAL WITHHOLDING	12/26/2025	20,531.61
47478	JOHN HANCOCK LIFE INSURANCE COMPANY	12/26/2025	13,546.20
47479	VOYA INSTITUTIONAL TRUST COMPANY	12/26/2025	5,569.51
47480	JOHN HANCOCK LIFE INSURANCE COMPANY	12/26/2025	21,758.65
47481	VOYA INSTITUTIONAL TRUST COMPANY	12/26/2025	8,504.58
EFT670	FEDERAL WITHHOLDING	12/31/2025	4,887.96
EFT671	STATE OF MICHIGAN	12/31/2025	8,077.40
EFT672	FEDERAL WITHHOLDING	01/08/2026	20,370.54
47483	CENTRAL COUNTY TRANSPORT AUTHORITY	12/31/2025	6,784.35
47485	GRAINGER	12/31/2025	73.89
47486	ROB'S TIRE & AUTO CARE	12/31/2025	1,442.93

47487

METRONET

12/31/2025

1,617.52

TOTALS:

\$ 255,177.91

--- TOTALS BY FUND ---

101 - GENERAL FUND	79,083.38	0.00
206 - FIRE FUND	37,777.08	0.00
219 - STREET LIGHTING FUND	12,013.77	0.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY	910.00	0.00
249 - INSPECTION FUND	26.74	0.00
403 - SPECIAL SEWER	8,093.68	0.00
810 - N.EAGLE LAKE DRIVE SAD	1,927.35	0.00
818 - EAGLE LAKE SPECIAL ASSESSMENT	2,150.00	0.00
821 - CROOKED LAKE SPECIAL ASSESSMENT	30.77	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 -	1,376.50	0.00
215 - CLERK	756.20	0.00
228 - COMPUTER/IT	4,988.63	0.00
253 - TREASURER	50.00	0.00
257 - ASSESSING	154.00	0.00
265 - BUILDINGS & GROUNDS	13,340.85	0.00
268 - TOWNSHIP OFFICE	1,004.99	0.00
270 - HUMAN RESOURCES	48.53	0.00
272 - ADMINISTRATION	51,236.96	0.00
336 - FIRE DEPARTMENT	37,777.08	0.00
371 - BUILDING	22.74	0.00
441 - PUBLIC WORKS	24,544.90	0.00
567 - CEMETERY	1,825.20	0.00
703 - COMMUNITY & ECONOMIC DEVELOPMENT	647.67	0.00
728 - ECONOMIC DEVELOPMENT	910.00	0.00
751 - RECREATION & CULTURE	2,950.66	0.00
806 - FARMERS MARKET	377.86	0.00

12/26/2025

Check Register Report For Texas Charter Township

For Payroll ID: 645 Check Date: 12/24/2025 Pay Period End Date: 12/20/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/24/2025	GEN	DD13588	BERTOLINO, VINCENT F	101.12	0.00	93.38	Cleared
12/24/2025	GEN	DD13589	BEUTEL, EMILY R	3,051.35	0.00	2,291.51	Cleared
12/24/2025	GEN	DD13590	BEYER, NICHOLAS A	32.20	0.00	8.38	Cleared
12/24/2025	GEN	DD13591	BYRNE-THAYER, CIARAN P	489.54	0.00	284.42	Cleared
12/24/2025	GEN	DD13592	CULP, NANCY	2,350.77	0.00	1,867.34	Cleared
12/24/2025	GEN	DD13593	DAVISON, STACY L	808.50	0.00	712.28	Cleared
12/24/2025	GEN	DD13594	DAWSON, MATTHEW GH	4,944.56	0.00	3,253.66	Cleared
12/24/2025	GEN	DD13595	FERNANDEZ, SAMANTHA L	1,840.00	0.00	1,397.47	Cleared
12/24/2025	GEN	DD13596	FLEMMING, RYAN C	3,478.64	0.00	2,404.35	Cleared
12/24/2025	GEN	DD13597	FRANCO-PUZEVIC, LOURDES	3,615.38	0.00	2,544.72	Cleared
12/24/2025	GEN	DD13598	GOLLNICK, CALEB I	128.80	0.00	113.48	Cleared
12/24/2025	GEN	DD13599	HAWKE, JEFFREY	3,634.62	0.00	2,744.25	Cleared
12/24/2025	GEN	DD13600	HAWKINS, NATHANIEL J	136.85	0.00	100.56	Cleared
12/24/2025	GEN	DD13601	HERBERT, KEVIN J	2,884.62	0.00	2,299.55	Cleared
12/24/2025	GEN	DD13602	HOMIC, RANDY M	24.15	0.00	22.30	Cleared
12/24/2025	GEN	DD13603	HOVENKAMP, BROOKE C	5,000.00	0.00	3,546.37	Cleared
12/24/2025	GEN	DD13604	HYDE, KAITLIN W	1,884.80	0.00	1,345.32	Cleared
12/24/2025	GEN	DD13605	JOHNSON, RICHARD	189.18	0.00	166.66	Cleared
12/24/2025	GEN	DD13606	LEONARD, ALEX	169.28	0.00	149.13	Cleared
12/24/2025	GEN	DD13607	LOHRBERG II, ROBERT E	329.68	0.00	280.45	Cleared
12/24/2025	GEN	DD13608	MACLEOD, IAN R	3,727.20	0.00	2,691.09	Cleared
12/24/2025	GEN	DD13609	MARKUS, NATHAN D	3,154.14	0.00	2,088.23	Cleared
12/24/2025	GEN	DD13610	MARKUS, ZACHARY E	112.70	0.00	23.29	Cleared
12/24/2025	GEN	DD13611	MARTZ, ANDREW M	3,540.20	0.00	2,401.52	Cleared
12/24/2025	GEN	DD13612	MCINTYRE, KELLY A	3,957.69	0.00	2,159.38	Cleared
12/24/2025	GEN	DD13613	MEINEMA, EMILY A	3,051.35	0.00	2,339.47	Cleared
12/24/2025	GEN	DD13614	MESSAMORE, MARLEY R	749.00	0.00	627.67	Cleared
12/24/2025	GEN	DD13615	MILLER, JENNIE L	2,855.44	0.00	2,136.77	Cleared

12/24/2025	GEN	DD13616	MILLER, MICHAEL D	316.01	0.00	242.06	Cleared
12/24/2025	GEN	DD13617	NEWCASTLE, COLE J	24.15	0.00	1.27	Cleared
12/24/2025	GEN	DD13618	OLIVER, KELVIN	390.00	0.00	343.58	Cleared
12/24/2025	GEN	DD13619	PEARSON, JAMES A	161.12	0.00	148.81	Cleared
12/24/2025	GEN	DD13620	QUEMADA, JILL M	2,240.00	0.00	1,698.36	Cleared
12/24/2025	GEN	DD13621	RYDER, ALEC D	1,146.24	0.00	950.69	Cleared
12/24/2025	GEN	DD13622	RYDER, DAVID C	839.84	0.00	677.83	Cleared
12/24/2025	GEN	DD13623	SOMERS, COOPER L	1,026.26	0.00	859.21	Cleared
12/24/2025	GEN	DD13624	SOMERS, MELISSA A	2,471.81	0.00	1,590.27	Cleared
12/24/2025	GEN	DD13625	STIRTON, CLAUDIA G	3,765.85	0.00	2,270.00	Cleared
12/24/2025	GEN	DD13626	STUBBS, JOHN A	632.02	0.00	518.22	Cleared
12/24/2025	GEN	DD13627	WHEELER, ABIGAIL K	2,557.06	0.00	1,515.34	Cleared
12/24/2025	GEN	DD13628	WILCOX, WILLIAM A	4,588.85	0.00	3,440.55	Cleared
12/24/2025	GEN	DD13629	WILLIS, BRET M	1,852.88	0.00	1,565.36	Cleared

Totals: 78,253.85 0.00 55,914.55

Total Physical Checks:

Total Check Stubs: 42

12/30/2025

Check Register Report For Texas Charter Township

For Payroll ID: 646 Check Date: 12/30/2025 Pay Period End Date: 12/31/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/30/2025	GEN	9074	BAKKER, MICHAEL L	105.00	96.97	0.00	Open
12/30/2025	GEN	9075	BOVEN, DONALD D	2,650.00	2,229.65	0.00	Open
12/30/2025	GEN	9076	BUCKHAM, KATHLEEN M	1,372.00	1,208.74	0.00	Open
12/30/2025	GEN	9077	CAPORALE, JAMES A	80.00	70.48	0.00	Open
12/30/2025	GEN	9078	CORFMAN, MICHAEL A	2,025.00	1,784.03	0.00	Open
12/30/2025	GEN	9079	EAVEY, RYAN C	1,815.00	1,599.01	0.00	Open
12/30/2025	GEN	9080	LOEKS, LARRY J	2,185.00	1,924.99	0.00	Open
12/30/2025	GEN	9081	MACHNIK, FRANK J	105.00	92.51	0.00	Open
12/30/2025	GEN	9082	MAIR, MICHAEL B	105.00	96.97	0.00	Open
12/30/2025	GEN	9083	MATSON, JEFF C	1,890.00	1,171.08	0.00	Open
12/30/2025	GEN	9084	TOY, KENNETH J	1,170.00	1,030.76	0.00	Open
12/30/2025	GEN	DD13630	HAMMON, BARBARA S	2,650.00	0.00	2,334.64	Cleared
12/30/2025	GEN	DD13631	KOOP, LISA	2,500.00	0.00	2,202.50	Cleared
12/30/2025	GEN	DD13632	O'ROURKE, BARBARA JOANNE	5,950.13	0.00	5,365.31	Cleared
12/30/2025	GEN	DD13633	ONEILL, MICHELLE L	4,030.00	0.00	3,550.42	Cleared
12/30/2025	GEN	DD13634	ROBERTS, PATRICIA L	80.00	0.00	70.48	Cleared
Totals:				28,712.13	11,305.19	13,523.35	
Total Physical Checks:		11					
Total Check Stubs:		5					

01/07/2026

Check Register Report For Texas Charter Township

For Payroll ID: 647 Check Date: 01/08/2026 Pay Period End Date: 01/03/2026

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
01/08/2026	GEN	DD13635	BERTOLINO, VINCENT F	213.47	0.00	197.13	Cleared
01/08/2026	GEN	DD13636	BEUTEL, EMILY R	3,065.23	0.00	2,190.07	Cleared
01/08/2026	GEN	DD13637	BYRNE-THAYER, CIARAN P	790.78	0.00	459.44	Cleared
01/08/2026	GEN	DD13638	CULP, NANCY	2,373.64	0.00	1,849.55	Cleared
01/08/2026	GEN	DD13639	DAVISON, STACY L	235.00	0.00	210.00	Cleared
01/08/2026	GEN	DD13640	DAWSON, MATTHEW GH	5,130.89	0.00	3,392.82	Cleared
01/08/2026	GEN	DD13641	FERNANDEZ, SAMANTHA L	1,840.00	0.00	1,399.61	Cleared
01/08/2026	GEN	DD13642	FLEMMING, RYAN C	4,084.80	0.00	2,806.84	Cleared
01/08/2026	GEN	DD13643	FRANCO-PUZEVIC, LOURDES	3,615.38	0.00	2,671.07	Cleared
01/08/2026	GEN	DD13644	GOLLNICK, CALEB I	16.10	0.00	14.19	Cleared
01/08/2026	GEN	DD13645	HAWKE, JEFFREY	3,634.62	0.00	2,761.33	Cleared
01/08/2026	GEN	DD13646	HAWKINS, NATHANIEL J	144.90	0.00	107.66	Cleared
01/08/2026	GEN	DD13647	HERBERT, KEVIN J	2,947.52	0.00	2,354.99	Cleared
01/08/2026	GEN	DD13648	HOMIC, RANDY M	16.10	0.00	14.87	Cleared
01/08/2026	GEN	DD13649	HYDE, KAITLIN W	1,895.36	0.00	1,361.92	Cleared
01/08/2026	GEN	DD13650	JEWELL, KENNETH M	2,640.00	0.00	2,190.71	Cleared
01/08/2026	GEN	DD13651	LEONARD, ALEX	358.27	0.00	318.62	Cleared
01/08/2026	GEN	DD13652	LOHRBERG II, ROBERT E	567.52	0.00	489.98	Cleared
01/08/2026	GEN	DD13653	MACLEOD, IAN R	4,493.52	0.00	3,269.89	Cleared
01/08/2026	GEN	DD13654	MARKUS, NATHAN D	3,202.16	0.00	2,120.60	Cleared
01/08/2026	GEN	DD13655	MARKUS, ZACHARY E	16.10	0.00	8.19	Cleared
01/08/2026	GEN	DD13656	MARTZ, ANDREW M	3,607.15	0.00	2,417.29	Cleared
01/08/2026	GEN	DD13657	MCINTYRE, KELLY A	3,971.53	0.00	2,157.37	Cleared
01/08/2026	GEN	DD13658	MEINEMA, EMILY A	3,065.23	0.00	2,325.10	Cleared
01/08/2026	GEN	DD13659	MESSAMORE, MARLEY R	623.43	0.00	533.82	Cleared
01/08/2026	GEN	DD13660	MILLER, JENNIE L	2,887.73	0.00	2,170.73	Cleared
01/08/2026	GEN	DD13661	MILLER, MICHAEL D	444.19	0.00	334.51	Cleared
01/08/2026	GEN	DD13662	PADDOCK, SCOTT A	1,740.00	0.00	1,432.94	Cleared

01/08/2026	GEN	DD13663	PEARSON, JAMES A	130.91	0.00	120.89	Cleared
01/08/2026	GEN	DD13664	QUEMADA, JILL M	2,250.14	0.00	1,702.24	Cleared
01/08/2026	GEN	DD13665	RYDER, ALEC D	1,403.13	0.00	1,151.63	Cleared
01/08/2026	GEN	DD13666	RYDER, DAVID C	1,798.64	0.00	1,412.92	Cleared
01/08/2026	GEN	DD13667	SOMERS, COOPER L	643.95	0.00	570.30	Cleared
01/08/2026	GEN	DD13668	SOMERS, MELISSA A	2,501.37	0.00	1,618.35	Cleared
01/08/2026	GEN	DD13669	STIRTON, CLAUDIA G	3,802.32	0.00	2,255.59	Cleared
01/08/2026	GEN	DD13670	STUBBS, JOHN A	770.00	0.00	678.36	Cleared
01/08/2026	GEN	DD13671	WHEELER, ABIGAIL K	3,368.88	0.00	2,004.95	Cleared
01/08/2026	GEN	DD13672	WILCOX, WILLIAM A	4,660.25	0.00	3,565.85	Cleared
01/08/2026	GEN	DD13673	WILLIS, BRET M	1,900.94	0.00	1,566.76	Cleared

Totals:				80,851.15	0.00	58,209.08	
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Total Physical Checks:

Total Check Stubs: 39



SUMMARY OF INCIDENTS REPORT
(Includes all Officer Initiated & Citizen Reported)

Texas Township

ORI	All
Create Date.Calendar	December 2025
Venue	TEXAS

Call Type/Nature Code	# of Incidents
Rescue-Medical P1	124
Rescue-Medical P3	89
PD Accident	73
Traffic Stop	41
Rescue-Medical P2	41
Unk Accident	34
911 Hangup/Misdial	33
Alarm	21
Suspicious	21
Motorist Assist	21
BOL	15
PI - Confirmed Injuries	15
Trouble with Subject	13
Assist Person	12
Check Welfare	12
Special Service	10
Property Check - Residential	10
Follow-Up	9
Obs Justice	8
Assist Other Dept	7
Service For Department	7
Road Commission/MDOT Notify	7
Fire Alarm - Residential	7
Structure Fire - Residential	7
Assist Fire Dept	6
Assault/DV	6
Fraud	6
Rescue-Medical Incoming	5
Health & Safety	4
Carbon Monoxide - With Symptoms	4
Hit & Run Accident	4
Traffic Hazard	4
Directed Patrol	4
Noise Complaint	3
Abandoned Vehicle	3
Trespassing	2
Vehicle Theft (UDAA)	2
Fire Alarm - Test	2
Natural Gas Leak - Inside	2
Traffic Mishap/Acc Damage	2
Peace Officer	2
B&E/Larceny From Veh	2
Repossession	2
Carbon Monoxide - No Symptoms	2
B&E/Illegal Entry	1
Harassing TX/Texts	1
Disturbance/Fight	1
Larceny	1

Juvenile Mischief	1
MDP	1
Suicide/Attempt	1
Runaway	1
Child Abuse/Neglect	1
Misd Traffic (DWLS)	1
Death Investigation	1
Civil Calls	1
Animal Complaint	1
Structure Fire - Commercial	1
Vehicle Fire	1
Abandoned Vehicle-Private Proper	1
VRDL/Fix it Tickets	1
Other Criminal Complaint	1
Panhandler/Vagrant/Solicitor	1
Grand Total	723



2025 SUMMARY OF INCIDENTS REPORT
 (Includes all Officer Initiated & Citizen Reported)

Texas Township

ORI	All
Create Date.Calendar	Calendar 2025
Venue	TEXAS

Call Type/Nature Code	# of Incidents
Rescue-Medical P1	1206
Rescue-Medical P3	677
911 Hangup/Misdial	598
Traffic Stop	580
PD Accident	571
Rescue-Medical P2	391
BOL	371
Alarm	274
Directed Patrol	268
Suspicious	264
Unk Accident	260
Check Welfare	236
Trouble with Subject	173
Motorist Assist	172
Assist Person	147
Follow-Up	146
Special Service	146
Property Check - Residential	102
Traffic Hazard	101
Road Commission/MDOT Notify	88
Assist Other Dept	87
PI - Confirmed Injuries	81
Fraud	80
Assist Fire Dept	76
Assault/DV	76
Animal Complaint	57
Fire Alarm - Residential	55
Fire Alarm - Commercial	54
Hit & Run Accident	52
Suicide/Attempt	48
Larceny	43
Trespassing	41
Peace Officer	40
Harassing TX/Texts	37
Rescue-Medical P1-ECHO	37
Rescue-Medical Incoming	37
Civil Calls	36
Noise Complaint	35
Fire Alarm - Test	31
Structure Fire - Residential	31
MDP	31
Traffic Mishap/Acc Damage	26
PR/PRB/PRS	26
Disturbance/Fight	25
Service For Department	25

Health & Safety	24
Carbon Monoxide - No Symptoms	23
Obs Justice	23
Repossession	23
B&E/Larceny From Veh	23
Harrassment/Misc Criminal	21
Vehicle Fire	19
Abandoned Vehicle-Private Proper	19
Abandoned Vehicle	18
VRDL/Fix it Tickets	17
B&E/Illegal Entry	16
Lost/Found Property	16
Vehicle Inspection	15
Structure Fire - Commercial	15
Death Investigation	14
Carbon Monoxide - With Symptoms	14
OWI/OUID	13
Juvenile Mischief	12
Parking Complaint	11
Felonious Assault	11
Vehicle Theft (UDAA)	11
Warrant Service	11
CSC	11
Fireworks	10
Missing Person	10
PI - Entrapment	9
Runaway	9
Misd Traffic (DWLS)	8
Shots Fired	8
Community Policing/Crime Prev	8
Natural Gas Leak - Inside	8
Panhandler/Vagrant/Solicitor	7
Drugs/VCSA	7
Recover Stolen Vehicle	6
Natural Gas Leak - Outside	6
Conservation/Littering	6
Brush/Grass Fire - No Exposure	6
Training	4
Special Check	4
Retail Fraud	4
Sex Offense -Not CSC	4
ATL	4
R&O/Fleeing	3
Property Check - Commercial	3
Open Door/Window	3
Indecent Exposure/Peeping	3
Haz-Mat Incident	2
Other Criminal Complaint	2
Prisoner Transport	2
Message Delivery	2
Weapons	1
VRDL - Water	1
Recover Stolen Property	1
Arrest On Warr (Other Dept)	1
Traffic Investigation/Complaint	1
Silent Observer/OK2Say	1
Vehicle Fire - Commercial	1
Crowd	1
Lockouts	1
Mutual Aid - Out of County	1
Robbery	1
Embezzlement	1
MIP/Open Intox/Liquor Vio	1

Extortion	1
Child Abuse/Neglect	1
Grand Total	8481

From: Dave Lipowski [REDACTED]

Sent: Tuesday, January 6, 2026 6:19 PM

To: JoAnne McFarland O'Rourke [REDACTED]

Subject: EXTERNALFire Dept

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. McFarland O'Rourke,

My wife had seen on Facebook that the Township Fire department was giving away weather emergency radios. So I stopped at the Fire department office to pick one up, as this has been something I've been meaning to buy the last year or two and never got around to it.

Anyhow, I went to the office and was greeted by a young lady and firefighter Matt Dawson. They cheerfully gave me a radio and a print out of some area locations to program into it. While I was there, and having a nice conversation with Matt, he invited me to tour the facility, which I have never done (or been invited to do so) in the 30 years I've lived in the Township. He took the time to show me various areas of the facility as well as firefighting trucks/equipment, and explained their use. He then said "Hey the new Chief started Monday, would you like to meet him?" I thought sure why not, if he has the time.

What happened after that was quite unexpected. I had a very pleasant conversation with Chief Ken and another firefighter named Ryan. We talked about the community, the staff at the Fire hall and how they would like to see and interact with more of the citizens of the Township. I was quite surprised and impressed with this approach and positive/professional attitude.

This welcoming behavior should be commended. Bravo to Matt Dawson who invited me in and said "This is your Fire Department and equipment, we work here, come in and see where your dollars are going". Matt was great, introduced me to Ryan (nice guy) and to Chief Ken, who was very friendly and said he would like to be involved in the community, get to know its citizens and explain exactly what the Department does.

When I was leaving, the Chief said to stop by anytime, our door is always open. After the visit and conversation, I felt my tax dollars going to the Fire department are in the hands of professionals and well utilized.

Many thanks to Chief Ken and the crew, I hope to visit again soon.

Dave Lipowski
[REDACTED]



BOARD AGENDA ITEM

BOARD MEETING DATE: January 12, 2026
DEPARTMENT/COMMITTEE: Assessing
SUBJECT: Poverty Exemption Guidelines
SPECIFIC ACTION REQUESTED: Establish Income and Assets Amounts
TIME FRAME: ASAP
FUNDING SOURCE: 2026 Tax Year
IS THIS A BUDGETED ITEM? N/A
NEW OR RENEWAL? Renewal

OTHER PERTINENT INFORMATION: MCL 211.7u provides for a property tax exemption, in whole or part, for the principal residence of persons who, by reason of poverty, are unable to contribute to the public charges.

The Township is required to adopt guidelines that specify the total household income, which will be used to approve or deny poverty exemptions. The adopted income levels cannot be set lower than the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services.

Attached is a Resolution with the Township’s current Poverty Policy and Guideline Asset Level Test. The Income levels are updated to 2026.

Sample Motion for Consideration: *Motion to approve Resolution #26-01 Establishing the 2026 Poverty Exemption Guidelines*

PERSON SUBMITTING: Assessor Claudia Stirton

<u>For Board Use Only:</u>	
This requires voice vote: Yes No	This requires roll-call vote: Yes No
Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O’Neill_____ O’Rourke_____	



**CHARTER TOWNSHIP OF TEXAS
KALAMAZOO COUNTY, MICHIGAN
Resolution # 26-01**

**RESOLUTION TO ADOPT POVERTY EXEMPTION, INCOME GUIDELINES,
AND ASSET LEVEL TEST POLICY**

January 12, 2026

WHEREAS, the adoption of guidelines for poverty exemptions and the Asset Level Test is within the purview of the Township Board; and

WHEREAS, the homestead of persons who, in the judgment of the Board of Review, by reason of poverty, are unable to contribute to the public charges, is eligible for exemption in whole or in part from taxation pursuant to **MCL 211.7u**; and

WHEREAS, in accordance with **MCL 211.7u**, the Charter Township of Texas, Kalamazoo County, hereby adopts the following guidelines for use by the Board of Review in implementing poverty exemptions. These guidelines shall include, but are not limited to, the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns filed in the current or immediately preceding year.

Eligibility Requirements

To qualify for a poverty exemption, an applicant shall:

1. Be the owner and occupant of the homestead property for which the exemption is requested.
 2. File a claim with the Supervisor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in the current year.
 3. Produce a valid driver's license or other acceptable form of identification, if requested.
 4. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested, if requested.
 5. Meet the federal poverty income standards as determined annually by the United States Office of Management and Budget.
 6. File the application for exemption after January 1 and prior to the day before the last day of the Board of Review.
 7. Meet any additional eligibility requirements established under the Township's **Poverty Asset Level Test Guidelines**.
-



NOW, THEREFORE, BE IT RESOLVED

That the Board of Review shall adhere to the above-stated policy and federal guidelines when granting or denying exemptions under **MCL 211.7u**.

The following qualifying income levels are hereby adopted and shall be applied as the Township's official poverty exemption guidelines:

Income Level	Township Policy Application	Exemption Granted
Up to +50% above Federal Poverty Threshold	Township Policy	100% Exemption
Up to +75% above Federal Poverty Threshold	Township Policy	50% Exemption
Up to +100% above Federal Poverty Threshold	Township Policy	25% Exemption

Poverty Exemption Income Threshold for 2026 Tax Year

Number of Persons Residing in Homestead	2026 Federal Poverty Threshold	Qualifying Income Level +50% above Federal Threshold per Township Policy 100% Exemption	Qualifying Income Level up to +75% above Federal Threshold per Township Policy 50% Exemption	Qualifying Income Level up to +100% above Federal Threshold per Township Policy 25% Exemption
1 person	\$15,650	\$23,475	\$27,388	\$31,300
2 persons	\$21,150	\$31,725	\$37,013	\$42,300
3 persons	\$26,650	\$39,975	\$46,638	\$53,300
4 persons	\$32,150	\$48,225	\$56,263	\$64,300
5 persons	\$37,650	\$56,475	\$65,888	\$75,300
6 persons	\$43,150	\$64,725	\$75,513	\$86,300
7 persons	\$48,650	\$72,975	\$85,138	\$97,300
8 persons	\$54,150	\$81,225	\$94,763	\$108,300
For each additional person add:	\$5,500	\$8,250	\$9,625	\$11,000

Poverty Asset Level Test Guidelines

In addition to meeting the Township's income guidelines, the total value of assets owned by the applicant shall not exceed the corresponding income level under the Township's Poverty Policy for the number of persons in the household. The asset level does **not** include the primary residence for which the exemption is being sought.

Assets include, but are not limited to:

- A second home, additional land not associated with the primary residence, or any buildings other than the primary residence.
- Vehicles and recreational vehicles such as motorhomes, campers, ATVs, boats, and motorcycles.



- Jewelry, antiques, artwork, equipment, and other personal property of value.
- Bank accounts, stocks, bonds, and investments, including proceeds from their sale, unless the applicant is engaged in the business of selling such property.
- Withdrawals from bank accounts and borrowed funds.
- Gifts, loans, lump-sum inheritances, and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefit programs such as Medicare, Medicaid, food stamps, and school lunches.
- Total interest income from all accounts (checking, savings, CDs, IRAs, 401(k)s, money markets, annuities, etc.).
- Ownership interests in any real estate other than the primary residence for which the exemption is sought.

Assets excluded from consideration include:

- One vehicle per licensed driver in the household.
- A reasonable amount of land necessary to support the home site, up to the minimum size required for a buildable parcel.

If the applicant qualifies under these poverty exemption guidelines, the Board of Review may approve a **100%, 50%, or 25%** reduction in taxable value. No other percentage shall be granted.

The Board of Review shall not deviate from these adopted guidelines.

The foregoing Resolution was offered by Board Member _____ and supported by _____

Upon Roll call vote, the following voted "Aye":

The following voted "Nay": None

The following abstained: None

Absent:

The Supervisor declared the Resolution adopted.

Emily Beutel, Clerk
Charter Township of Texas



7227 West Q Avenue
Kalamazoo, MI 49009
www.texastownship.org

CLERKS CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Charter Township of Texas Board, held on January 12 , 2026, at which meeting a quorum of members were present and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

Emily Beutel, Clerk
Charter Township of Texas



BOARD AGENDA ITEM

BOARD MEETING DATE: January 12, 2026
DEPARTMENT/COMMITTEE: Administration
SUBJECT: Civic Data Analytics Intern
SPECIFIC ACTION REQUESTED: **Approval**
TIME FRAME: January 2026
FUNDING SOURCE: Administration
IS THIS A BUDGETED ITEM? **Account #** (if known):
NEW OR RENEWAL? New

OTHER PERTINENT INFORMATION: The township provided an internship experience through Discover Kalamazoo for the Fall, 2025 semester for a civic data analytics intern, Nikhil Adari. Funding was provided through WMU’s Broncos Lead Internship Program and coordinated by Discover Kalamazoo. Nikhil completed several analyses pertinent to general township projects as well as those specific to the DDA last semester. These analyses were sent to the board and DDA on 12/4/2025. Nikhil is available this semester to continue the work he began last semester; however, the township will need to cover his salary.

Examples of work for this semester include groundwork for the upcoming community survey by identifying questions that can be answered with existing data to help ensure that our survey budget is used efficiently and that new questions are focused only on true information gaps. In addition, Nikhil would continue the work completed last semester, including traffic and attendance analyses. These insights directly inform event planning, advertising strategy, and social media outreach. Overall, this role represents an investment that enhances data driven decision-making and community engagement, improves marketing effectiveness, and ensures responsible use of public funds.

The total anticipated cost is \$3,000 (10 hours/week for 15 weeks @ \$20/hour). The DDA has approved covering 50% of the cost. This request is to cover the additional 50% from the Township Promotion line item (Fund 101 272 962). Discover Kalamazoo will continue to provide general oversight, his employment will remain with them, and they will invoice the township for Nikhil’s hours.

For Board Use Only:

This requires **voice vote:** Yes No This requires **roll-call vote:** Yes No

Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O’Neill_____ O’Rourke_____

Motion for Consideration:

I move to authorize the Supervisor to execute an agreement with Discover Kalamazoo for a Data Analytics Internship through May 2026, for a NTE amount of \$3,000, to be split equally between the township and DDA.

PERSON SUBMITTING: Supervisor JoAnne O'Rourke

For Board Use Only:

This requires **voice vote:** Yes No

This requires **roll-call vote:** Yes No

Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O'Neill_____ O'Rourke_____



BOARD AGENDA ITEM

BOARD MEETING DATE: Monday January 12, 2026

DEPARTMENT/COMMITTEE: Treasurer

SUBJECT: Credit Card Policy Amendment

SPECIFIC ACTION REQUESTED: **Consider Amendment to Credit Card Policy**

TIME FRAME: N/A

FUNDING SOURCE: Various

IS THIS A BUDGETED ITEM? Yes **Account # (if known):** **Various**

NEW OR RENEWAL? Policy Amendment

OTHER PERTINENT INFORMATION:

With the change in township administration, I am requesting approval of the following amended credit card policy. The proposed changes would require an interim period of 6 months or longer to be eligible for a credit card; it would add (2) department heads, the human resources manager and the planner, as authorized card holders; and it will align credit card limits with the established township purchasing policy

Sample Motion for Consideration: *I move to approve the amended Credit Card Policy as attached.*

PERSON SUBMITTING: Treasurer Emily Meinema

For Board Use Only:

This requires **voice vote:** Yes No This requires **roll-call vote:** Yes No

Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O'Neill_____ O'Rourke_____



CHARTER TOWNSHIP OF TEXAS CREDIT CARD USE POLICY

The Township Board, through adoption of a Resolution, established this Credit Card Use Policy permitting the use of Township-issued credit cards to authorized Township personnel.

To receive your assigned credit card, please read this Credit Card Policy and return the Credit Cardholder Agreement (Attachment A) to the Treasurer. Retain the Policy, a copy of the signed agreement, and any future revisions for your reference.

Cardholder Responsibilities, Requirements, and Procedures:

- a. Ensure that the credit card is used in compliance with spending limits established in the Township's Purchasing Policy.
- b. Only authorized employees of the Charter Township of Texas may use the municipal credit card.
- c. A municipal credit card may be used for the purchase of goods and services for official business of the Charter Township of Texas only.
- d. The employee using the credit card must submit receipts and related documentation detailing the goods or services purchased, cost, date of the purchase and the official business explanation thereof.
- e. Above said receipts and documentation must be submitted to the Clerk in a timely manner to reconcile against the monthly credit card statement. Failure to do so may result in de-authorization of the credit card.
- f. The employee issued the card is responsible for its protection and custody and shall immediately notify the Treasurer if the card is lost or stolen.
- g. Municipal credit card users must notify vendors or merchants that the credit card transaction should be exempt from Michigan Sales and Use Taxes (IRS Tax Identification #38-1812304) if it is used for the purchase of goods or services in the State of Michigan.
- h. The credit card may not be used for cash advances, personal use or any other type of purchase not permitted under the Township's Purchasing Policy.
- i. Employees must immediately surrender the card upon termination of employment. The Township reserves the right to withhold final payroll checks and payout of accrued leave until the card is surrendered.



Issuance: The Township has relationships with several financial institutions which have available institutions issued credit cards. The Treasurer shall be responsible for periodically determining which institution the Township shall select for obtaining Township issued credit cards.

Credit cards shall be issued to the individuals holding the following positions with the referenced monthly credit limits:

Treasurer	\$2,000	Clerk	\$3,000
Superintendent	\$4,000	HR Manager	\$1,000
Fire Chief	\$3,000	Fire Dept. Admin. Asst.	\$1,000
Building Official	\$1,000	Facilities Manager	\$1,000
Planner	\$1,000		

*Employees serving in an interim capacity in qualifying positions for more than 6 months may be eligible for issuance of a credit card with approval of the Superintendent.

Internal Control Procedures:

The Treasurer is the administrator of this policy and shall be generally responsible for overseeing compliance with this policy.

The Clerk shall be responsible for:

- a. Assisting and maintaining record of issuance and retrieval of municipal credit cards and overseeing compliance with this policy.
- b. Accounting and payment of expenses.
- c. Ensuring accuracy of the statement and that activity and account information is noted on the credit card statement for each line of entry.
- d. The balance including interest due on an extension of credit under the credit card arrangement shall be paid by the due date each month.
- e. Compliance with State of Michigan records retention requirements for safekeeping of statements and receipts for seven years.

The Township Clerk, or designee, shall be responsible for retrieval of assigned municipal credit cards upon the retirement, resignation, termination, or leave of absence of employees.

Any employee found guilty of illegal or unauthorized use of a municipal credit card is subject to penalties allowed by law and/or disciplinary action(s) under the Township's Personnel Policy, standard operating procedures, and policies, up to and including termination.



Attachment A

CHARTER TOWNSHIP OF TEXAS Credit Cardholder Agreement

Requirements for use of a Municipal Credit Card:

1. The credit card is to be used only to make purchases at the request of, and for the legitimate business benefit of, Charter Township of Texas, Michigan.
2. The credit card must be used in accordance with the provisions of the Credit Card Use Policy established by Charter Township of Texas, as attached hereto.

Violations of these requirements may result in revocation of use privileges. Employees found to have inappropriately used the credit card will be required to reimburse Charter Township of Texas for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken per the Township's Personnel Policy, and other applicable rules, procedures, and policies up to and including termination. Charter Township of Texas will investigate and commence, in appropriate cases, criminal prosecution against any employee found to have misused the credit card or who violates the provisions of the cardholder agreement.

Credit Card Account Number: _____

Received by: _____
Name (Please Print)

I acknowledge receipt of the attached Credit Card Use Policy and agree to abide by this Policy.

Signature: _____

Date: _____

**For Treasurer Use Only
Credit Card Returned**

Authorized Signature: _____ Date: _____



BOARD AGENDA ITEM

BOARD MEETING DATE: January 12, 2026

DEPARTMENT/COMMITTEE: Administration

SUBJECT: General Ordinance No. 381 – Retirement Plan, Wellhead protection, Noise & Other Administrative Updates Adoption and Second Reading

SPECIFIC ACTION REQUESTED: **Consideration Resolution #26-02, to adopt Ordinance No. 381**

TIME FRAME: ASAP

FUNDING SOURCE: N/A

IS THIS A BUDGETED ITEM? N/A **Account # (if known): N/A**

NEW OR RENEWAL? Amendment

OTHER PERTINENT INFORMATION: Updates to Chapters 2, 8, 10, 12, and 18 of the Township Code of Ordinances reflect recent modifications to health insurance and retirement plans, align the noise provisions with the current requirements of the Zoning Ordinance, and include minor updates to the Wellhead Protection Ordinance to reflect recently adopted standards. Additional minor cleanup items are also included in this redline, as well as the update of civil infraction fines to match the FY26 fee schedule, and consolidation to references of the fine schedule. This update is not a comprehensive revision of the General Ordinance but represents the first round of recent changes and other necessary edits.

The Board introduced and had a first reading of Ordinance No. 381 at the December 8, 2025 meeting. Based on the board discussion, revisions to the text have been made and are highlighted for quick reference.

Sample Motion for Consideration: *Motion to adopt Resolution 26-02 which adopts Ordinance No. 381 and directs the Township Clerk to publish the final notice of posting.*

PERSON SUBMITTING: Planning Director McIntyre

<u>For Board Use Only:</u>					
This requires voice vote: Yes No			This requires roll-call vote: Yes No		
Beutel_____	Boven_____	Hammon_____	Koop_____	Meinema_____	O’Neill_____ O’Rourke_____

CHARTER TOWNSHIP OF TEXAS

RESOLUTION NO. 26-02

**RESOLUTION TO ADOPT ORDINANCE NO. 381
ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION; CHAPTER 8,
COMMUNITY DEVELOPMENT; CHAPTER 10, ENVIRONMENT; CHAPTER 12, FIRE
AND PROTECTION; AND CHAPTER 18, LAW ENFORCEMENT OF THE TOWNSHIP
GENERAL CODE**

At a meeting of the Township Board of the Charter Township of Texas, Kalamazoo County,
Michigan, held on January 12, 2026, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and
supported by _____.

WHEREAS, pursuant to the Michigan Charter Township Act, Act 359 of 1947, MCL
42.1 *et seq*, as amended (“Act”), Texas Charter Township (“Township”) has the authority to enact
ordinances to provide for the public health, safety, and welfare; and

WHEREAS, the Township wishes to consider amendments to Chapter 2, Administration,
amend language related to eligibility, vesting, and administrative components of health
insurance; remove the names of Planning Commissioners and make reference to Township
website for information; and update language for capital

improvements program to include a public hearing and to work with the Superintendent and appointed review committee, and

WHEREAS, the Township wishes to consider amendments to Chapter 8, Community Development, to clarify Superintendent as intermediary contact between DDA and Township Board for budget process; and

WHEREAS, the Township wishes to consider amendments to Chapter 10, Environment, to amend the maximum decibel measurement and time limitations of noise originating from private properties to reflect those standards in the Zoning Ordinance; to amend municipal civil infractions fee schedule for littering, noxious weed control, and violations of vehicle storage and repair; and to amend the Township Wellhead Protection Ordinance to amend references from Michigan Department of Environmental Quality (MDEQ) to Michigan Department of Environment, Great Lakes, and Energy (EGLE), amend the material safety data sheet and prohibitions/release of regulated substances; and

WHEREAS, the Township wishes to consider amendments to Chapter 12, Fire Prevention and Protection, to revise civil fines for violations;

WHEREAS, the Township wishes to consider amendments to Chapter 18, Law Enforcement, to amend the per day fines for municipal civil infractions; and

WHEREAS, Section 20 of the Act requires each proposed ordinance be introduced in written or printed form, identified by a number and short title and, following introduction of the proposed ordinance, requires the Clerk to publish the proposed ordinance as provided in the Act.

NOW, THEREFORE, the Township Board of Texas Charter Township resolves as follows:

1. Ordinance No. 381, (Exhibit A), Ordinance to amend the Texas Charter Township General Code of Ordinances Sections 2-142 through 2-143; and 2-162 through 164; 2-214 and 2-223; 8-37; 10-63; 10-94; 10-127; 10-141 through 155; 10-

188; 12-41; and 18-62.

2. The Township Board will consider adopting the Ordinance at a meeting on December 22, 2025, at 6:00 p.m.

3. The Ordinance shall be filed with the Township Clerk.

4. The Township Clerk shall post the Ordinance in the Township Clerk's office and on the Township's website and shall publish a Notice of Adoption of Ordinance (Exhibit B) in a newspaper of general circulation in the Township within fifteen (15) days.

5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Texas, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a meeting held on the 12th day of January 2026 at 6:00 p.m.

Emily Beutel, Texas Township Clerk

**CHARTER TOWNSHIP OF TEXAS
COUNTY OF KALAMAZOO**

ORDINANCE NO. 381

**AN ORDINANCE AMENDING CHAPTER 2: ADMINISTRATION, CHAPTER 8:
COMMUNITY DEVELOPMENT AND CHAPTER 10: ENVIRONMENT, CHAPTER 12:
FIRE PREVENTION AND PROTECTION, AND CHAPTER 18: LAW ENFORCEMENT
OF THE TOWNSHIP CODE**

THE CHARTER TOWNSHIP OF TEXAS ORDAINS:

Section 1. PURPOSE.

The purpose of this Ordinance is to update Chapters 2, 8, and 10 of the Township Code. Chapter 2: Administration has been modified to incorporate recent changes to health insurance and retirement eligibility, as well as other updates necessary to reflect current operations. Chapter 8: Community Development addresses process changes related to budget development. Chapter 10: Environment updates noise regulations to align with the existing Zoning Ordinance and revises the Wellhead Protection provisions to reflect recent updates.

Section 2. AMENDMENT TO CHAPTER 2: ADMINISTRATION OF THE CODE OF ORDINANCES.

I. Article IV. Employee Benefits, Sections 2-142 and 2-143, 2-162, 2-163, 2-164 of the Code of Ordinances are hereby amended to read as follows:

Sec. 2-142. Persons eligible for benefits.

The group insurance plan created, established and contracted for under this division shall cover each person within the following classes of officers and employees:

- (1) The township clerk and treasurer.
- (2) All township employees who are scheduled to work more than 30 hours per week on a regular basis.

Sec. 2-143. Premiums paid by township; optional coverage.

The township shall annually determine by resolution the amount of coverage it will pay for each class of employee or board member entitled to insurance under this section.

The township may, by resolution on an annual basis, place a designated amount into a health savings account (HSA) or into a health reimbursement account (HRA) for qualifying employees that are not eligible for the health savings account (HSA).

Any person who is eligible for township-paid group insurance plan benefits as defined in section 2-142, but chooses not to take the same in favor of equivalent or better coverage provided under a different health insurance plan for which the township employee is also

eligible, may submit written notice to decline the township's group health insurance during the township's annual open enrollment period, or at another time only in the event of a qualifying change in coverage. Upon receipt of such notice, the township shall provide to that individual a bi-weekly stipend, paid in accordance with the Township's payroll schedule, in the amount determined by township board annually.

The written notice declining coverage shall remain in effect until it is revoked in writing and the eligible employee requests reinstatement into the Township's group insurance program during open enrollment or due to a qualifying change in coverage. Upon reinstatement, the Township shall resume payment of the applicable insurance premiums, and the bi-weekly stipend shall terminate.

Sec. 2-162. Eligibility.

The annuity or pension plans created, established and contracted for under this division shall cover each person within the following classes of officers and employees:

- Full-time Elected Officials: Clerk & Treasurer
- Full-time Employees who are scheduled to work for 30 or more hours per week on a regular basis
- Full-time Firefighters
- Paid-on-call Firefighters hired prior to January 1, 2026

Sec. 2-163. Contributions.

(a) The township shall annually contribute ten percent of base salary for each person within the class of officers and employees enumerated in section 2-162 except for eligible persons who elect not to be covered, as provided in section 2-163(c). Such contributions shall be secured from the general fund of the township or other funding source for positions funded by the Fire Fund or Building Inspections Funds. Where permitted under the provisions of the contract or plan executed pursuant to section 2-161, any person within the class of eligible officers and employees may authorize deduction from such person's pay, salary, or compensation, supplementary sums, by providing written notice in such a form as is specified by the plan or contract.

(b) Each eligible employee who is employed on the effective date of the annuity or pension plan shall be eligible for coverage on that day provided they then meet the following requirement, otherwise to be eligible on the first policy anniversary on which they meet it:

Their age (nearest birthday) is at least 18 years.

Every employee who becomes subsequently employed shall be eligible on the first day of the month following the completion of the probationary period, provided their age (nearest birthday) is at least 18 years, otherwise to be eligible on the first day of the month they meet the requirements in this subsection.

(c) Any person desiring not to be so covered shall give written notice to the township clerk that they desire not to be covered, and if the notice is received before the person has become covered under the contract, he shall not be covered thereunder. If the notice is received after

the individual has become covered, his coverage under the contract shall cease as provided for in the contract.

Sec. 2-164. Vesting.

- (a) Except as specified in subsections (b) and (c) of this section, each person so covered under the annuity or pension plan shall have a vested right or interest in such plan 12 active months from the date the plan becomes effective for such person. Employees hired on or after January 1, 2026 shall vest according to the following schedule:
 - a. 50% vested 24 months after the plan becomes effective for that person; and
 - b. 100% vested 48 months after the plan becomes effective for that person
- (b) Paid on-call firefighters hired prior to January 1, 2026, shall acquire vested rights as follows: 24 months after the plan becomes effective for such person, he or she shall be 50 percent vested; 36 months after the plan becomes effective for such person, he or she shall be 100 percent vested.
- (c) Notwithstanding the provisions of subsection (b), for each employee who was employed by the township on January 1, 2002, to work less than 30 hours per week on a regularly scheduled basis and each on-call firefighter who was employed by the township on January 1, 2002, the time period for determining vested rights shall be measured from the first day of the month following the person's completion of the probationary period, provided his or her age (nearest birthday) was at least 18 years, otherwise from the first day of the month he or she met the foregoing requirements.

II. Article V. Boards, Commissions and Committees, Sections 2-214, 2-223 are hereby amended to read as follows:

Sec. 2-214. Current members; terms.

The current members can be found online at: www.texastownship.org/216/Planning-Commission

Sec. 2-223. Capital improvements program.

To further the desirable future development of the township under the master plan, the planning commission shall annually hold a public hearing and work with the Superintendent and the Capital Improvement Review Committee to prepare recommendations to the township board of public structures and improvements, in general order of their priority, for the following six-year period. The commission shall, at least every five years after adoption of the township master plan, review the plan to determine whether it is advisable to commence procedures to amend the plan or adopt a new plan. [MCL 125.3845]

Section 3. AMENDMENT TO CHAPTER 8: COMMUNITY DEVELOPMENT OF THE TOWNSHIP CODE

I. Article III. Downtown Development Authority, Section 8-37 of the Code of Ordinances is hereby amended to read as follows:

Sec. 8-37. Fiscal year; adoption of budget; reports; audits.

- (a) The fiscal year of the authority shall begin on January 1 of each year and end on December 31 of that year, or such other fiscal year as may hereafter be adopted by resolution of the township board.
- (b) The authority board shall annually prepare a budget and shall submit it to the Superintendent for submission to the township board. The authority board shall not finally adopt a budget for any fiscal year until the budget has been approved by the township board. The authority board may, however, temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds where required to do so by the ordinance authorizing the revenue bonds.
- (c) The authority shall be audited annually by the firm that audits the records of the township and copies of the audit report shall be filed with the township board.

Section 4. AMENDMENT TO CHAPTER 10: ENVIRONMENT OF THE TOWNSHIP CODE

I. Article 3 Noise is amended to read as follows:

Sec. 10-63. Antinoise regulations based upon dB(A) criteria.

In order to regulate and prove violations occurring under section 10-62, any noise in excess of the maximum decibel limits according to the regulations stated in this section is deemed to be in violation of this article. However, violations under section 10-62 but which have no decibel determination available shall nevertheless be deemed violations of this article.

- (1) *Regulations for decibel measurement of noise originating from private properties.* Noise radiating from all properties or buildings, as measured at the boundaries of the property, which is in excess of the dB(A) established for the districts and times herewith listed shall constitute prima facie evidence that such noise unreasonably disturbs the comfort, quiet and repose of persons in the area and is therefore in violation of this article. Violations shall exist when the source or sources of noise are identifiable and the levels emanating from the source or sources exceed the following limitations. As an example, such noise shall include that emitting from the production, processing, cleaning, servicing, testing, repairing and manufacturing of materials, goods or products, including vehicles.

Zoning Districts	Limitations 7:00 a.m. to 10:00 p.m.	Limitations 10:00 p.m. to 7:00 a.m.
Residential districts (R-1, R-2, R-3, R-4, R-5, and R-6) and Resource Conservation district (RC)	55 dB(A)	50 dB(A)
Agriculture District (A), where the property is not protected by the Right to Farm Act (RTFA). To be protected, a farm must operate in conformance with the Generally accepted generally accepted agricultural and management practices, GAAMPs, set by the Michigan Commission of Agriculture and Rural Development (MDARD).	80 dB(A)	75 dB(A)
Commercial Districts (C-1, C-2, C-3, C-4, and CBD), Office District (O-1) and Education and Business Technology District (EBT).	80 dB(A)	75 dB(A)
Industrial Districts (I-1, I-2, I-3).	80 dB(A)	75 dB(A)
Any area within 500 feet of a hospital regardless of zoning district	55 dB(A)	50 dB(A)

Harmonic or pure tones, and periodic or repetitive impulse sound shall be in violation when such sounds are at a sound pressure level of five dB(A) less than those listed in this subsection.

Where property is partly in two zoning districts or adjoins the boundary of a zoning district, the dB(A) levels of the zoning district of the property where the noise is emanating shall control.

The following exceptions shall apply to these regulations under this subsection:

- a. Construction projects shall be subject to the maximum permissible noise levels specified for industrial districts as long as a valid building permit has been issued by the township and is currently in effect.
- b. All railroad operations shall be subject to the maximum permissible noise levels allowed in industrial districts, regardless of the zone where they are located.
- c. Noises occurring between 7:00 a.m. and 10:00 p.m. caused by home or building repairs or from maintenance of grounds are excluded, provided, such noise does not exceed the limitations specified in this subsection by more than 20 dB(A), provided such noise does not exceed 90 dB(A).
- d. Noises emanating from the discharge of firearms are excluded, providing the discharge of the firearms was authorized under state law and all local ordinances.
- e. Any commercial, agricultural or industrial use of property which exists now or in the future as a legal, nonconforming use (as defined in the township zoning ordinance) in a higher zoning classification shall be allowed to emit noise in excess of these limitations for the particular zoning classification where such use is located, providing that such noise does not exceed either of the following limitations:

1. The noise level emitted by such use at the time it became a legal nonconforming use as a result of the enactment of an amendment of the township zoning ordinance if available.
2. The limitations contained in this subsection based upon such a use being located in the highest zoning district (either commercial and agricultural or industrial) where such a use is specifically allowed as a permissible use.

(2) *Regulations for decibel measurement of motor vehicles driven on public roads. A motor vehicle, moped, or combination of vehicles towed by a motor vehicle shall be regulated by the Michigan Motor Vehicle Code and Uniform Traffic Code, as amended.*

II. Article 4 Litter is amended to read as follows:

Sec. 10-94. Sanctions.

Any person, firm, association, partnership, corporation or governmental entity who violates any of the provisions of this article shall be deemed to be responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by a civil fine determined in accordance with the schedule in section 18-62(a).

Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which the Charter Township of Texas has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this article. Each day that a violation exists shall constitute a separate offense.

III. Article 5 Vehicle Storage and Repair is amended to read as follows:

Sec. 10-127. Sanctions and enforcement.

- (a) Any person, firm, association, partnership, corporation or governmental entity who violates any of the provisions of this article shall be deemed to be responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by a civil fine determined in accordance with the schedule in section 18-62(a).

IV. Article 6 Wellhead Protection is amended to read as follows:

I. ARTICLE VI. WELLHEAD PROTECTION¹

Sec. 10-141. Intent/purpose.

The intent of the Charter Township of Texas Wellhead Protection article is to safeguard the health, safety, and welfare of persons served by the public water supply system by protecting

¹Editor's note(s)—Ord. No. 297, § 1A—N, adopted Jan. 27, 2014, did not specify manner of inclusion; hence, codification as art. VI, §§ 10-141—10-154 was at the discretion of the editor.

groundwater that serves as drinking water, thus providing a safe potable water supply now and for future generations.

(Ord. No. 297, § 1A, 1-27-2014)

Sec. 10-142. Definitions.

The following definitions apply to this article:

Best management practices (BMP) means the best available methods, activities, maintenance procedures, technologies, operating methods or management practices for preventing or reducing the quantity of regulated substances entering groundwater and surface water from a particular land use activity.

Capture zone means that area through which water travels below the surface and reaches a municipal well or well field within a specified period of time (under specified conditions set by the EGLE). This article addresses both a one-year and ten-year time-of-travel capture zone. The capture zones are shown on the Wellhead Protection Ordinance Capture Zone Map, attached to this article and incorporated herein by this reference.

City means the City of Kalamazoo.

Groundwater means the water below the land surface in a zone of saturation, excluding those waters in underground piping for water, wastewater, or stormwater distribution/collection systems.

Michigan Department of Environment, Great Lakes, and Energy (EGLE) shall include its predecessors and successors.

Performance standards shall mean those BMPs and engineering controls contained within the document "Performance Standards for Groundwater Protection within Wellhead Protection Capture Zones and Stormwater Quality Management," which is adopted by resolution of the township board and which may be amended by resolution of the township board as necessary to incorporate new or modified BMPs and engineering controls. The wellhead protection administrator shall maintain the document and shall at times be prepared to consult and distribute the most recently adopted performance standards, a copy of which shall also be retained by the township clerk with resolution date indicated thereon.

RCRA means the Resource Conservation and Recovery Act of 1976 (Pub. L. 94-580; 42 U.S.C. 6901 et seq.), as amended.

Regulated substances shall include:

- (1) Substances for which there is a material safety data sheet (MSDS), as established by the Globally Harmonized System of Classification and Labelling of Chemicals, and the MSDS cites possible health hazards for said substance;
- (2) Hazardous waste, as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended;
- (3) Hazardous substance, as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) when the hazardous substance is the focus

of remedial or removal action being conducted under CERCLA in accordance with the U.S. EPA regulations;

- (4) Radiological materials; and
- (5) Biohazards.

Regulated substances shall not, however, include:

- (1) Substances in a parked or stopped vehicle in transit, provided the vehicle is stopped or parked for less than 72 hours;
- (2) Substances, such as gasoline or oil, in operable motor vehicles or boats so long as used solely for the operation of the vehicle, but not the tanker portion of a tank truck;
- (3) Pressurized gases such as chlorine, propane, hydrogen, and nitrogen when in a chemical storage tank;
- (4) Refrigerants contained within equipment and used for on-site air cooling or in household appliances;
- (5) Substances contained within electrical utility transformers/switches; or
- (6) Substances used in construction for which all necessary permits have been obtained, and in accordance with the performance standards.

Release means the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of one or more regulated substances upon or into any land or water within a capture zone. Release includes, without limitation, leakage of such materials from failed or discarded containers or storage systems and disposal of such materials into any on-site sewage disposal system, dry-well, catch basin, or landfill. The term "release" when used and applied herein does not include:

- (1) Disposal in accordance with all applicable legal requirements, including those in RCRA and CERCLA, of hazardous wastes in a facility that has received and maintained all necessary legal approvals for that purpose;
- (2) Disposal of any substance in compliance with applicable legal requirements, including without limitation, the terms and provisions of a valid municipal, state, or federal permit;
- (3) Disposal, in accordance with all legal requirements, of any substance to a sanitary sewer system that has received and maintained all necessary legal approvals for that purpose;
- (4) Disposal, in accordance with all legal requirements, of "sanitary sewage" to subsurface sewage disposal systems as defined and permitted by the State of Michigan or Kalamazoo County Environmental Health;
- (5) A release for which there is no obligation to report under federal, state, or other local regulations that occurs on an impervious ground surface (e.g. building floor or concrete driveway) that is effectively cleaned up before reaching permeable ground (e.g. unpaved), a dry well, a storm sewer, or surface water body; or
- (6) The application of agricultural chemicals, fertilizers, mineral acids, organic sulfur compounds, etc. as used in routine agricultural operations and applied under the

"Generally Accepted Agricultural Management Practices," and consistent with label directions approved by the United States Environmental Protection Agency or the Michigan Department of Agriculture and Rural Development (MDARD).

Spill contingency plan means a written site-specific plan conforming to the specifications contained in the "performance standards," including the documentation of general site operations; regulated substance storage areas; potential for releases of regulated substances and an analysis of the potential destination of such releases; and procedures to be followed in the event of a release.

Township means the Charter Township of Texas.

Wellhead is any individual well used for supplying water.

Wellhead protection board of appeals shall be the Charter Township of Texas Planning Commission unless the township board by resolution designates a separate wellhead protection board of appeals.

Sec. 10-143. Responsibility for administration.

The township board shall, by resolution, designate a person or persons who shall administer, implement and enforce the provisions of this article. That person shall be known as the wellhead protection administrator.

Sec. 10-144. Prohibitions within ten-year time-of-travel (TOT) capture zone.

Within a ten-year time-of-travel capture zone, no person shall, nor cause or allow another over whom he or she has control to:

- (1) Release or allow the release of a regulated substance, alone or in combination with other materials (such as fill) in such a manner that the substance gains access to the ground, to a storm sewer or surface water or in any other way such that the substance might enter the groundwater if doing so creates a reasonable likelihood of an adverse impact upon the groundwater;
- (2) Possess a regulated substance, including fuels (e.g., gasoline, diesel, kerosene, etc.) exceeding 55 gallons aggregate for liquid materials, or four-hundred forty (440 pounds) aggregate for dry weights, unless prepackaged and intended for retail sale or for commercial or household use (such as salt used in water softeners, fertilizers, pesticides, herbicides, etc.), or unless engineering controls are designed and implemented consistent with the "performance standards," BMPs, the fire code, and applicable State of Michigan laws and regulations. The following, however, shall not be considered prohibited activities:
 - a. The use of underground oil and water separators and stormwater treatment structures which meet the conditions of the performance standards;
 - b. The use of current hazardous waste storage areas at RCRA permitted facilities;
 - c. Laboratory activities, consistent with all local, state, and federal regulations.
- (3) Operate a scrap and recycling yard;
- (4) Operate a sanitary/solid waste landfill;

- (5) Use oil, waste oil or similar liquid petroleum-type products for dust suppression;
- (6) Install a private water well for the purpose of drinking water or irrigation if, in the determination of the township, public water service is reasonably available;
- (7) Install or use a private water well not installed for the purpose of drinking water or irrigation unless it is determined by the township that the well owner (or representative) has scientifically demonstrated that the well will not cause an adverse impact to the public water supply;
- (8) Use any private well if said use is likely to cause an adverse impact to the public water supply;
- (9) Excavate, extract, or mine sand, gravel, bedrock or any other type of earth if a permit or site plan review is required unless the property owner has established, to the township's satisfaction, that the activity will not cause an adverse impact to the public water supply;
- (10) Allow the presence of an abandoned well, which is defined as any well which has either been discontinued for more than one year, is in such disrepair that its continued use for obtaining groundwater is impractical, has been left uncompleted, is a threat to groundwater resources, or is a health or safety hazard. A well shall not be considered abandoned if it has been properly plugged pursuant to The Groundwater Quality Control Act, Part 127, 1978 PA 368; or
- (11) Drill for natural gas or petroleum, whether for exploration, production or otherwise.

Sec. 10-145. Prohibitions within one-year (1) time-of-travel (TOT) capture zone.

Within a one-year time-of-travel capture zone, no person shall, nor cause or allow another, over whom he or she has control, to:

- (1) Engage in any activity prohibited in the 10-Year TOT capture zone;
- (2) Possess regulated substances, including fuels (e.g., gasoline, diesel, kerosene, etc.), exceeding fifty-five (55) gallons aggregate for liquid materials or four-hundred forty (440) pounds aggregate for dry weights, such as sometimes occurs with activities such as fueling service establishments, motor vehicle repair, body repair; trucking or bus terminals; primary metal product industries; metal plating, polishing, etching, engraving, anodizing or similar processes; lawn, garden, pesticide and agricultural services with on-site bulk mixing or blending of fertilizers, pesticides and other industry-related chemicals for commercial application; and dry cleaning facilities with on-site cleaning service; or
- (3) Construct or replace any privy, privy vault, septic tank system, cesspool, or other facility intended or used for the disposal of domestic or non-domestic wastewater if in the determination of the township, a public sanitary sewer is reasonably available.

Sec. 10-146. Well isolation distance restrictions.

Within either capture zone, no person shall cause or allow uses or activities that would violate the terms and conditions set forth in the document "Minimum Well Isolation Distances

(From Contamination Sources and Buildings), Part 127, Act 368, P.A. 1978 and Act 399, PA 1976" as prepared by the EGLE, Drinking Water and Environmental Health Division (DWEHD), as it may be amended, which, for the purpose of this section, shall be deemed to apply to all persons, unless approved in writing by the township wellhead protection administrator.

Sec. 10-147. Determination of capture zone boundaries.

In determining whether a property is within a capture zone, the following shall apply:

- (1) Where a capture zone line that delineates the boundary of one or more zones passes through a property, the entire parcel shall be subject to the restrictions that apply to the more restrictive zone.
- (2) The township wellhead protection administrator or his or her designee shall have the authority to interpret the capture zone and determine where the boundaries of the different zones fall, if in dispute. Said interpretation may be appealed to the wellhead protection board of appeals, appointed by the township board.

Sec. 10-148. Continuation of existing facilities and land uses.

All facilities shall meet the requirements of the "performance standards" and/or shall prepare a spill contingency plan within two years from the adoption date of this article.

Sec. 10-149. Requirements regarding release of regulated substance.

- (a) Upon discovery of a release within a capture zone, the owner and person in control of the property on which a release occurred, as well as the person responsible for the release, shall take appropriate reasonable actions to mitigate the potential impact of the release on groundwater and remediate the release. Within 24-hours of such release, the owner or person responsible for the release shall notify the Township and the City of Kalamazoo Public Services Director. Remediation must be conducted in a timely manner and in accordance with applicable law. Wastes generated during remediation of a regulated substance release must be handled in accordance with all applicable legal requirements. Storage of these materials for a period of greater than ninety (90) days must be reported to, and approval obtained from, the township wellhead protection administrator.
- (b) All releases shall be documented in writing and notice thereof shall be mailed to the township within ten (10) business days of said incident. Initial release notification shall include, at a minimum, the following:
 - (1) Location of the release (address, and name and phone number of property owner);
 - (2) Reporting party's name, address, email address, and phone(s) (if different from above);
 - (3) Emergency contact and phone;
 - (4) Description and photographs of the nature of the incident, including date, time, location, and cause of the incident; type, concentration, and volume of substance(s) released;
 - (5) Map showing exact release location, and relevant site features (i.e. paved area, storm sewer catch basins/inlets, water features, etc.), scale, and north arrow;

- (6) All measures taken to clean up the release; and
 - (7) All measures proposed to be taken to reduce and prevent any future release.
- (c) The township wellhead protection administrator or his/her designee shall use the regulated substance release report to determine if and where any additional investigative work needs to be completed to assess the potential impact of the release. The owner or operator shall retain a copy of the written notice for at least three years.

Sec. 10-150. Inactive operations.

This section applies to any business or other operation ("operation") that is inactive, is within a capture zone, and at which there are regulated substances. For purposes of this section, "inactive" is defined to include those businesses or operations that are unoccupied and have no activity for at least thirty (30) days. Those who own or control such an inactive operation shall do the following:

- (1) Within seven (7) days of the operation becoming inactive, take such steps as necessary to secure the site such that vandals and all other persons cannot gain access to the regulated substances;
- (2) Within thirty (30) days of the operation becoming inactive, provide to the township wellhead protection administrator a document that identifies the site, the date of inactivity, the regulated substances that exist on site, and the name, address and telephone number of both the owner and the person in control of the site; and
- (3) Within six (6) months of the operation becoming inactive, remove all regulated substances from the site. This does not include those substances used for heating, cooling, or electrical lighting.

Sec. 10-151. Enforcement.

- (a) Whenever the township determines that a person has violated a provision of this article, the township may order compliance by issuing a written notice of violation to the responsible person/facility.
- (b) If the township requires abatement of a violation and/or restoration of affected property, the notice shall set forth a deadline by which such action must be completed. Said notice may further advise that, should the violator fail to remediate or restore within the established deadline, the work will be performed by the township, with the resulting expense thereof charged to the violator.
- (c) Nothing within this section shall limit the township's authority to seek injunctive relief and/or a search warrant allowing entry onto the premises and abatement of the violation to protect the public health, safety and welfare.

Sec. 10-152. Variance/appeal rights.

- (a) If an owner of property within a capture zone believes the requirements of this article impose an unreasonable burden on the use of the owner's property, the owner may seek a variance from the township wellhead protection administrator (or his or her designee). Such a request must be in writing with enough detail to allow the township wellhead protection administrator to understand the situation and proposed variance. If the township wellhead protection administrator determines that additional information is needed, the request for additional information shall be made within 30 days of the owner's request. Within 30 days of the receipt of such additional information, or, if no such request is made, within 30 days of the owner's request, the township wellhead protection administrator shall issue a written response to the owner. The response shall grant, deny, or grant partial or different relief than was requested. A grant, partial or complete, may relieve the property owner from strict compliance of this article. Reasonable conditions may be imposed as part of such a grant. The township wellhead protection administrator shall be guided by the primary goal of protecting the municipal well fields without creating undue hardship upon the property owners affected.
- (b) Any person receiving a notice of violation or whose variance request has been denied in whole or in part may appeal the determination set forth within the notice or the variance decision to the township wellhead protection board of appeals by submitting a written notice of appeal to the township. The notice of appeal must be received by the township wellhead protection administrator within 30 days from the date of the notice of violation, with enough detail to allow the township wellhead protection board of appeals to understand the situation. Within 30 days of the receipt of such an appeal, the wellhead protection board of appeals shall set the matter for hearing. Notice of the hearing shall be given in writing to the applicant and to the City of Kalamazoo Department of Public Services Director. The applicant shall be given the opportunity to present evidence at the hearing in person or in writing or by representative. The board of appeals shall issue a written decision on the appeal. The township wellhead protection board of appeals' response shall affirm, reverse, or modify the notice of violation being appealed.
- (c) If the person who has made an appeal does not agree with the township wellhead protection board of appeals' decision, said person may appeal the matter by filing an appeal in the Kalamazoo Circuit Court, which may affirm, reverse or modify the decision being appealed. Such an appeal must be filed within 30 days of the township wellhead protection board of appeals' decision.

Sec. 10-153. Abatement/remedial activities by the township.

- (a) Any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense. The township is authorized to take any legal action necessary to abate, enjoin, or otherwise compel the cessation of such nuisance.

- (b) The township may seek authority to enter the premises to take or may contract with others to take reasonable and necessary abatement or remedial activities whenever the township determines a violation of this article has occurred and that the responsible party cannot or will not timely correct the violation, or when no known responsible party exists. The responsible party shall reimburse the township for all reasonable expenses thus incurred by the township.
- (c) The remedies listed in this article are not exclusive of any other remedies available under any applicable local, state, or federal law and it is within the discretion of the township to seek cumulative remedies.

Sec. 10-154. Violation and penalty.

Any violation of this article or any order made in accordance with this article constitutes a misdemeanor, punishable by a fine of not more than \$500.00 or imprisonment of not more than 90 days, together with repayment of costs incurred by the township in prosecuting the action; in abating the violation or seeking injunctive relief. Each day a violation exists shall be deemed to be a separate violation. A citation under this article may be issued by a sheriff's deputy, the township's ordinance enforcement officer or the township's wellhead protection administrator.

Secs. 10-155—10-170. Reserved.

V. **Article 8 Vegetation and Noxious Weed Control is amended to read as follows:**

Sec. 10-187. Costs of enforcement.

- (a) *Expenses incurred.* If the violation is not resolved within the time periods specified herein, the ordinance enforcement officer may enter upon such land of owner and destroy, cut, and/or remove the vegetation and growth thereon or cause the same to be destroyed, cut, and/or removed by such other person or agent appointed by the officer. All expenses incurred shall be paid by the owner(s) of such land. In addition, an administration fee, the amount of which shall be determined by the township board from time to time by resolution, shall be paid by the owner(s) of such land.
- (b) *Expense approval.* Per MCL 247.65, the ordinance enforcement officer shall not have the power to expend, in work or materials, more than \$25.00 on any one tract of property without the consent, in writing, of the township superintendent. .
- (c) *Lien.* The township shall have a lien upon land for expense and fee, for which the township has entered upon to control or manage vegetation and noxious weeds. The lien shall be enforced in the manner provided by law for the enforcement of construction liens. In addition to the foregoing, the township may bring an action in law or in equity against the owner(s) in any court of competent jurisdiction for the collection of said debt. This remedy shall be cumulative and not the exclusive remedy of the township.

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-188. Violations and penalties.

In addition to the expenses noted in section 10-187, the refusal of an owner to comply with this article shall constitute a municipal civil infraction. Upon determination of responsibility, the property owner, in addition to any other remedy (including injunctive relief), shall pay a fine according to the following schedule in section 18-62(a).

Section 5. AMENDMENT TO CHAPTER 12: FIRE PREVENTION AND PROTECTION

I. Article 2 Uniform Fire Code is amended to read as follows:

Sec. 12-41. Violations.

Any person, firm, association, partnership, corporation, or governmental entity who violates any of the provisions of this article or the Uniform Fire Code adopted hereunder shall be deemed to be responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by civil fine determined in accordance with the following schedule in section 18-62(a).

Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which the Charter Township of Texas has incurred in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the Charter Township of Texas shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this article. Each day that a violation of this article exists shall constitute a separate violation of this article.

Section 6. AMENDMENT TO CHAPTER 18: LAW ENFORCEMENT

I. Article 3 Municipal Ordinance Violations Bureau is amended to read as follows:

Sec. 18-62. Civil fines.

- (a) Unless a different schedule of civil fines is provided for by any ordinance, the following schedule of civil fines payable to the municipal ordinance violations bureau for admissions of responsibility by persons served with municipal ordinance violation notices shall apply:

	Fine Per Day	
First offense within three-year period	\$ 200.00	
Second offense within three-year period	\$350.00	
Third offense within three-year period	\$500	

- (b) Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which the township has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this Code. Each day that a violation of this Code continues to exist shall constitute a separate violation of this Code.

Section 7. SEVERABILITY.

Any section or subsection not expressly amended by this Ordinance shall remain in full force and effect. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 8. REPEALER.

Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 9. EFFECTIVE DATE.

This Ordinance takes effect immediately upon publication.

Chapter 2 ADMINISTRATION¹

ARTICLE I. IN GENERAL

Secs. 2-1—2-30. Reserved.

ARTICLE II. TOWNSHIP BOARD²

Secs. 2-31—2-60. Reserved.

ARTICLE III. OFFICERS AND EMPLOYEES³

Secs. 2-61—2-100. Reserved.

ARTICLE IV. EMPLOYEE BENEFITS

DIVISION 1. GENERALLY

Secs. 2-101—2-115. Reserved.

DIVISION 2. DEFERRED COMPENSATION

¹Cross reference(s)—Any ordinance authorizing or approving any contract, deed, or agreement saved from repeal, § 1-11(a)(4); any ordinance making or approving any appropriation or budget saved from repeal, § 1-11(a)(6); community development, ch. 8; downtown development authority, § 8-31 et seq.; board of directors of downtown development authority, § 8-35; law enforcement, ch. 18; utilities, ch. 32; administration and enforcement of zoning regulations, § 36-31 et seq.; board of zoning appeals, § 36-51 et seq.

State law reference(s)—Townships generally, MCL 41.1a et seq.; charter township, MCL 42.1 et seq.; open meetings act, MCL 15.261 et seq.; freedom of information act, MCL 15.231 et seq.

²State law reference(s)—Township board, MCL 42.5 et seq.; township meetings, MCL 42.7 et seq.; standards of conduct and ethics, MCL 15.341 et seq.; open meetings act, MCL 15.261 et seq.; freedom of information act, MCL 15.231 et seq.

³Cross reference(s)—Any ordinance providing for the duties of township officers or employees not codified in this Code saved from repeal, § 1-11(a)(7); any ordinance providing for salaries or other employee benefits saved from repeal, § 1-11(a)(8); ordinance enforcement officer, § 18-31 et seq.

State law reference(s)—Township officers, MCL 42.11 et seq.; standards of conduct and ethics, MCL 15.341 et seq.

Sec. 2-116. Plan established.

In order to permit an officer, official or employee of the township to be eligible to defer a portion of that employee's compensation, such deferred compensation to be paid by the township or its agent to such officer, official or employee according to the terms of an "eligible deferred compensation plan" as defined by section 457 of the Internal Revenue Code, as amended, and thereby to provide future income for such officer, official or employee and to defer federal and state income tax liability resulting from such deferred compensation to the time of receipt by such person, or beneficiary of such person, the township hereby establishes an "eligible deferred compensation plan" as more fully set forth in this division.

(Comp. Ords. as Rev. 12-1999, § 12.051)

Sec. 2-117. Implementation.

- (a) The eligible deferred compensation plan established pursuant to this division shall be implemented by the execution of contracts and agreements setting forth the terms of the plan in full compliance with the requirements of section 457 of the Internal Revenue Code, as amended.
- (b) The township board, by resolution, shall provide for the execution of such contracts and agreements complying with the section 457 of the Internal Revenue Code, as amended, as it deems appropriate, and fully setting forth the provisions of the eligible deferred compensation plan.

(Comp. Ords. as Rev. 12-1999, § 12.052)

Sec. 2-118. Agreement.

- (a) If any eligible employee, as defined in the eligible deferred compensation plan implemented as provided for in this division, desires to be a participant in the deferred compensation plan of the township, an agreement shall be entered into between the township and such person which shall set forth the terms of such eligible deferred compensation plan as implemented pursuant to section 2-117.
- (b) The terms of such agreement shall conform to the requirements of section 457 of the Internal Revenue Code, as amended, and the provisions of the eligible deferred compensation plan as implemented by the township board pursuant to contract and resolution as provided in this division.

(Comp. Ords. as Rev. 12-1999, § 12.053)

Sec. 2-119. Employments and other rights.

- (a) Nothing contained in this division shall be construed to limit the right of the township to terminate the employment of any employee. The eligible deferred compensation plan, as implemented, shall comply in all respects with the requirements of law for eligible deferred compensation plans.
 - (b) The benefits payable under any agreement executed pursuant to this division are independent of and in addition to any other retirement plan of the township, or other township fringe benefits plan or sheltered annuity program, to the extent such fringe benefits plan or sheltered annuity program now exist or are hereafter established. Notwithstanding this provision, to the extent that section 457 of the Internal Revenue Code, as amended, requires that the provisions of the eligible deferred compensation plan implemented pursuant to this division contain provisions which are inconsistent with the provisions of this subsection, the provisions of section 457 of the Internal Revenue Code, as amended, shall be deemed to supercede the provisions of this subsection.
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(Comp. Ords. as Rev. 12-1999, § 12.054)

Sec. 2-120. Administration and interpretation of plan.

The eligible deferred compensation plan established pursuant to this division shall be administered by the township board. The board, or its authorized agent or official, shall screen and approve any insurance company seeking to act as agent for the township in connection with the eligible deferred compensation plan. The township board shall have full power and authority to adopt rules and regulations for the administration of the plan, provided that they are not inconsistent with the provisions of the eligible deferred compensation plan and to interpret, alter, amend or revoke any rules or regulations so adopted.

(Comp. Ords. as Rev. 12-1999, § 12.055)

Sec. 2-121. Tax exemption.

- (a) It is contemplated that the eligible deferred compensation plan authorized by this division and the contracts and agreements provided for in this division for deferment of compensation shall comply with the Internal Revenue Code, as amended, and specifically Internal Revenue Code section 457, as amended, pertaining to eligible deferred compensation plans. Any compensation of a participant which is deferred pursuant to the eligible deferred compensation plan adopted pursuant to this division is intended to not be taxable until actually received by such person or his beneficiary. The administration of the eligible deferred compensation plan and the operation and interpretation of the contracts and agreements provided for in this division shall not be accomplished in such a manner as to result in such deferred compensation becoming taxable before the time of receipt by such person or beneficiary. Any provision contained in this division resulting in the taxability prior to receipt of such deferred compensation shall be deemed to be null and void. However, although it is the belief of the township that the eligible deferred compensation plan and the contracts and agreements provided for in this division will result in deferment of federal income tax and state income tax for compensation deferred under this division, no guarantee is given to any participant or beneficiary as to its nontaxability and the township assumes no responsibility in the event of any adverse tax consequences to any participant or beneficiary.
- (b) Any provision of the eligible deferred compensation plan established pursuant to this division, or any contract or agreement executed pursuant to this division, or any township regulations pertaining to deferred compensation which are contrary to Internal Revenue Code sections or regulations shall be deemed to be superceded by such Internal Revenue Code sections or regulations.

(Comp. Ords. as Rev. 12-1999, § 12.056)

Secs. 2-122—2-140. Reserved.

DIVISION 3. GROUP INSURANCE PLAN

Sec. 2-141. Creation; provisions.

Pursuant to Public Act No. 77 of 1989 (MCL 41.110b), the township hereby creates and establishes a group insurance plan providing the following: health, hospitalization, medical and surgical service and expense insurance coverage for its officers and employees enumerated in this division; and, for such purposes, also hereby authorizes the township supervisor and the township clerk to contract, in the name of the township board, with any company

authorized to transact such business within the state for such group insurance policies, subject, however, to prior approval of the contract by resolution of the township board.

(Comp. Ords. as Rev. 12-1999, § 12.252)

Sec. 2-142. Persons eligible for benefits.

The group insurance plan created, established and contracted for under this division shall cover each person within the following classes of officers and employees:

- (1) The township ~~supervisor~~, clerk and treasurer.
- (2) All township employees who are scheduled to work more than 30 hours per week on a regular basis.

(Comp. Ords. as Rev. 12-1999, § 12.253)

Sec. 2-143. Premiums paid by township; optional coverage.

The township shall annually determine by resolution the amount of coverage it will pay for each class of employee or board member entitled to insurance under this section.

The township may, by resolution on an annual basis, place a designated amount into a health savings account (HSA) or into a health reimbursement account (HRA) for qualifying employees that are not eligible for the health savings account (HSA).

Any person who is eligible for township-paid group insurance plan benefits as defined in section 2-142, but chooses not to take the same in favor of equivalent or better coverage provided under a different health insurance plan for which the township employee is also eligible, may ~~give submit~~ written notice to decline the township's group health insurance during the township's annual open enrollment period, or at another time only in the event of a qualifying change in coverage. Upon receipt of such notice, and the township shall pay to provide to that person individual a monthly bi-weekly stipend, paid in accordance with the Township's payroll schedule, in the amount determined by township board resolution from time to time annually. Such written notice shall serve to ~~disclaim the township's group insurance from the time it is given until it is revoked and the eligible employee requests in writing to be placed back into the township's group insurance program, at which time the township shall pay the insurance premiums and the monthly stipend shall cease.~~

The written notice declining coverage shall remain in effect until it is revoked in writing and the eligible employee requests reinstatement into the Township's group insurance program during open enrollment or due to a qualifying change in coverage. Upon reinstatement, the Township shall resume payment of the applicable insurance premiums, and the bi-weekly stipend shall terminate.

(Comp. Ords. as Rev. 12-1999, § 12.254; Ord. No. 208, § II, 1-28-2002; Ord. No. 268, § 1, 7-13-2009; Ord. No. 302, § 1, 11-24-2014)

Sec. 2-144. Validity of coverage.

The township hereby ratifies and confirms the validity of any health, hospitalization, medical and surgical service insurance coverage, or any one or more of such forms of insurance in existence on the effective date of the ordinance from which this division is derived.

(Comp. Ords. as Rev. 12-1999, § 12.255)

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Secs. 2-145—2-160. Reserved.

DIVISION 4. PENSION PLAN

Sec. 2-161. Plan created.

Pursuant to Public Act No. 77 of 1989 (MCL 41.110b), the township hereby creates and establishes an annuity or pension plan and program for the pensioning of its officers and employees, and for such purposes, also hereby authorizes the township supervisor and the township clerk to contract, in the name of the township board, with any company authorized to transact such business within the state for annuities or pensions.

(Ord. No. 191, § II, 1-10-2000)

Sec. 2-162. Eligibility.

The annuity or pension plans created, established and contracted for under this division shall cover each person within the following classes of officers and employees: ~~All members of the township board; all township employees who are employed for more than 25 hours per week on a regular basis; and on-call firefighters.~~

- Full-time Elected Officials: Clerk & Treasurer
- Full-time Employees who are scheduled to work for 30 or more hours per week on a regular basis
- Full-time Firefighters
- Paid-on-call Firefighters hired prior to January 1, 2026

(Ord. No. 191, § III, 1-10-2000; Ord. No. 213, § I, 4-8-2002)

Sec. 2-163. Contributions.

- (a) The township shall annually contribute ten percent of base salary for each person within the class of officers and employees enumerated in section 2-162 except for eligible persons who elect not to be covered, as provided in section 2-163(c). Such contributions shall be secured from the general fund of the township or other funding source for positions funded by the Fire Fund or Building Inspections Funds. Where permitted under the provisions of the contract or plan executed pursuant to section 2-161, any person within the class of eligible officers and employees may authorize deduction from such person's pay, salary, or compensation, supplementary sums, by providing written notice in such a form as is specified by the plan or contract.
- (b) Each **eligible** employee who is employed on the effective date of the annuity or pension plan shall be eligible for coverage on that day provided he then meets the following requirement, otherwise to be eligible on the first policy anniversary on which he meets it:

~~His~~Their age (nearest birthday) is at least 18 years.

Every employee who becomes subsequently employed shall be eligible on the first day of the month following the completion of the probationary period, provided **their** age (nearest birthday) is at least 18 years, otherwise to be eligible on the first day of the month he meets the requirements in this subsection.

Any person desiring not to be so covered shall give written notice to the township clerk **that they** desire not to be covered, and under the contract, **they** shall

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not be covered thereunder. If the notice is received after the individual has become covered, **their** coverage under the contract shall cease as provided for in the contract.

(Ord. No. 191, § IV, 1-10-2000)

Sec. 2-164. Vesting.

(a) ~~(a)~~ — Except as specified in subsections (b) and (c) of this section, each person so covered under the annuity or pension plan shall have a vested right or interest in such plan **12 active** months from the date the plan becomes effective for such person. Employees hired on or after January 1, 2026 shall vest according to the following schedule:

a. 50% vested 24 months after the plan becomes effective for that person; and

b. 100% vested 48 months after the plan becomes effective for that person

(b) ~~Employees who work less than 30 hours per week on a regularly scheduled basis, and Paid~~ on-call firefighters hired prior to January 1, 2026, shall acquire vested rights as follows: 24 months after the plan becomes effective for such person, he or she shall be 50 percent vested; 36 months after the plan becomes effective for such person, he or she shall be 100 percent vested.

(c) Notwithstanding the provisions of subsection (b), for each employee who was employed by the township on January 1, 2002, to work less than 30 hours per week on a regularly scheduled basis and each on-call firefighter who was employed by the township on January 1, 2002, the time period for determining vested rights shall be measured from the first day of the month following the person's completion of the probationary period, provided his or her age (nearest birthday) was at least 18 years, otherwise from the first day of the month he or she met the foregoing requirements.

(Ord. No. 191, § V, 1-10-2000; Ord. No. 213, § II, 4-8-2002)

Sec. 2-165. Confirmation of existing plans.

The township hereby ratifies and confirms the validity of any annuity or pension plan in existence on the effective date of the ordinance from which this division is derived.

(Ord. No. 191, § VI, 1-10-2000; Ord. No. 213, § III, 4-8-2002)

Secs. 2-166—2-180. Reserved.

ARTICLE V. BOARDS, COMMISSIONS AND COMMITTEES

DIVISION I. GENERALLY

Sec. 2-181. Conflict of interest policy.

(a) *Purpose.* The Charter Township of Texas (the "township") adopts the following section pursuant to the authority granted to the township board under the Michigan Planning Enabling Act, PA 33 of 2008, MCL 125.3801 et seq., and the Michigan Zoning Enabling Act, PA 110 of 2006, MCL 125.3101 et seq., (the "Acts") to establish a conflict of interest ordinance, as limited by those Acts, for the health, safety and welfare of township residents.

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The purpose of this section is to define "conflict of interest," as applied to all township officials, in order to provide for fair, ethical, and accountable decisions and operations. No public office shall be used for personal gain nor shall any public official gain personal or pecuniary advantage from his or her work.

- (b) *Applicability.* This section shall apply to all members of the township board, planning commission, zoning board of appeals, board of review, and township committees, whether appointed or elected (hereinafter referred to as "members"). The definition of "conflict of interest" in this section supersedes any definitions of "conflict of interest" set forth in the by-laws of the planning commission, zoning board of appeals, or other township board or committee.
- (c) *Conflict of interest—Defined.* A conflict of interest shall include, but is not limited to, a matter pending before a board, commission or committee identified in subsection (b) in which:
- (1) A member has a direct pecuniary interest in the matter or in the outcome of the matter, if such interest would result in an incompatibility between the member's private interests and the member's fiduciary duties; or
 - (2) A person in the member's immediate family has a direct pecuniary interest in the matter or in the outcome of the matter, if such interest would result in an incompatibility between the member's private interests and the member's fiduciary duties. "Immediate family" means a member's spouse, children, stepchildren, grandchildren, parents, brothers, sisters, grandparents, parent's in-law, or any individual living in the member's household.
- (d) *Procedure.*
- (1) Before participating in a decision, hearing, or casting a vote on a matter on which a member may reasonably have a conflict of interest as identified in subsection (c), the member shall disclose the potential conflict of interest to the board, commission, or committee.
 - (2) The member who has disclosed a conflict of interest shall disqualify himself or herself at the outset of the hearing or discussion and shall not participate in the deliberations or decision. The member shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting. The presence of the member at the meeting shall not be counted in determining the presence of quorum for purposes of the vote on the matter presenting the conflict of interest. The member's ineligibility to vote shall be reflected in the minutes of the meeting.
 - (3) If the member is an applicant submitting an application, contract, transaction or any other matter to the board, commission or committee, the member may be present in the meeting room during discussion to make a presentation and answer questions.
 - (4) If a member plans not to attend a meeting at which he or she has reason to believe that the board, commission or committee will act on a matter in which the member has a conflict of interest, he or she shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- (e) *Violation constitutes malfeasance.* Failure to disclose a conflict of interest as defined by this section or any other violation of this section constitutes malfeasance in office which may result in disciplinary action including censure, reprimand, removal, dismissal, or discharge.

(Ord. No. 310, §§ 1—5, 6-13-2016)

Secs. 2-182—2-210. Reserved.

- CODE OF ORDINANCES
Chapter 2 -
ADMINISTRATION
ARTICLE V. - BOARDS, COMMISSIONS AND
COMMITTEES DIVISION 2. TEXAS TOWNSHIP
PLANNING COMMISSION

DIVISION 2. TEXAS TOWNSHIP PLANNING COMMISSION⁴

Sec. 2-211. Scope, purpose and intent.

This division is adopted pursuant to the authority granted the township board under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., and the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, et seq., to establish a planning commission with the powers, duties and limitations provided by those Acts and subject to the terms and conditions of this division and any future amendments to this division. [MCLs 125.3811 and 125.3883]

The purpose of this division is to provide that the Texas Township Board hereby confirms the establishment of the Texas Township Planning Commission under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., as successor to the Texas Township Planning Commission formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq.; to establish the appointments, terms, and membership of the planning commission; to identify the officers and the minimum number of meetings per year of the planning commission; and to prescribe the authority, powers and duties of the planning commission. [MCLs 125.3811 and 125.3883]

(Ord. No. 264, § I, 12-22-2008)

Sec. 2-212. Establishment.

The township board hereby confirms the establishment of the Texas Township Planning Commission under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., as successor to the Texas Township Planning Commission formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq. The Texas Township Planning Commission shall have seven members. Members of the Texas Township Planning Commission as of the effective date of this division shall, except for an ex officio member whose term on the planning commission shall be limited to his or her term on the township board, continue to serve for the remainder of their existing terms so long as they continue to meet all of the eligibility requirements for planning commission membership set forth within the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq. [MCLs 125.3811, 125.3815 and 125.3881]

(Ord. No. 264, § II, 12-22-2008)

⁴Editor's note(s)—Ord. No. 264, §§ I—XIII, adopted Dec. 22, 2008, did not specifically amend the Code; hence, inclusion herein as Art. V, Div. 2, §§ 2-211—2-224, was at the discretion of the editor. See also the Code Comparative Table.

Cross reference(s)—Planning commission review, § 36-531(e).

Sec. 2-213. Appointments and terms.

The township supervisor, with the approval of the township board by a majority vote of the members elected and serving, shall appoint all planning commission members, including the ex officio member. [MCL 125.3815]

The planning commission members, other than an ex officio member, shall serve for terms of three years each. [MCL 125.3815]

A planning commission member shall hold office until his or her successor is appointed. Vacancies shall be filled for the unexpired term in the same manner as the original appointment. [MCL 125.3815]

Planning commission members shall be qualified electors of the township, except that one planning commission member may be an individual who is not a qualified elector of the township. The membership of the planning commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the township, in accordance with the major interests as they exist in the township, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire geography of the township. [MCL 125.3815]

One member of the township board shall be appointed to the planning commission as an ex officio member. [MCL 125.3815]

An ex officio member has full voting rights. An ex officio member's term on the planning commission shall expire with his or her term on the township board. [MCLs 125.3803 and 125.3815]

No other elected officer or employee of the township is eligible to be a member of the planning commission. [MCL 125.3815]

(Ord. No. 264, § III, 12-22-2008)

Sec. 2-214. Current members; terms.

The current members and their terms are as follows: can be found online at: www.texastownship.org/216/Planning-Commission

Names	Beginning Date	Ending Date
Greg Rothe	January 2008	December 2011
Bill Saunders	January 2008	December 2011
Larry Look	January 2006	December 2011
Dick Craven	January 2006	December 2011
Steve Bosh	November 2008	December 2009
Steve Weurding	January 2008	December 2009
Bruce Derby	January 2008	November 2012
		December 2010
		December 2010

Except for the ex officio member, all members shall continue to serve as a member until their successor is appointed and qualified to serve. Subsequently, members shall be appointed to fill vacancies or upon the termination of their term by the township supervisor, subject to approval by a majority vote of the members of the township board elected and serving.

(Ord. No. 264, § III, 12-22-2008)

Sec. 2-215. Removal.

The township board may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. [MCL 125.3815]

(Ord. No. 264, § IV, 12-22-2008)

Sec. 2-216. Conflict of interest.

Before casting a vote on a matter on which a planning commission member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the planning commission. Failure of a member to disclose a potential conflict of interest as required by this ordinance constitutes malfeasance in office. [MCL 125.3815]

For the purposes of this section, the planning commission shall define conflict of interest in its bylaws.

(Ord. No. 264, § V, 12-22-2008)

Sec. 2-217. Compensation.

The planning commission members may be compensated for their services as provided by township board resolution. The planning commission may request from the township board compensation and expenses of its members for travel and registration when engaged in the performance of official activities authorized by the township board, including, but not limited to, attendance at conferences, workshops, educational and training programs, meetings and inspections. [MCL 125.3823]

(Ord. No. 264, § VI, 12-22-2008)

Sec. 2-218. Officers and committees.

The planning commission shall elect a chairperson, vice chairperson and a secretary from its members, and may create and fill other offices as it considers advisable. An ex officio member of the planning commission is not eligible to serve as chairperson. The term of each office shall be one year, with opportunity for reelection as specified in the planning commission bylaws. [MCL 125.3817]

The planning commission may also appoint advisory committees from its membership or who are not members of the planning commission. [MCL 125.3817]

(Ord. No. 264, § VII, 12-22-2008)

Sec. 2-219. Bylaws, meetings and records.

The planning commission shall adopt bylaws for the transaction of business. [MCL 125.3819]

The planning commission shall hold at least four regular meetings each year, and shall by resolution determine the time and place of the meetings.

Unless otherwise provided in the planning commission's bylaws, a special meeting of the planning commission may be called by the chairperson or by two other members, upon written request to the secretary. Unless the bylaws otherwise provide, the secretary shall send written notice of a special meeting to planning commission members at least 48 hours before the meeting. [MCL 125.3821] The foregoing notice is not required

where the special meeting is determined and scheduled at a regular meeting of the commission, except for notice to members absent from the regular meeting.

The business that the planning commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, MCL 15.261, et seq. [MCL 125.3821]

The planning commission shall keep a public record of its resolutions, transactions, findings, and determinations. A writing prepared, owned, used, in the possession of, or retained by the planning commission in the performance of its official functions shall be made available to the public in compliance with the Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq. [MCLs 125.3819 and 125.3821]

(Ord. No. 264, § VIII, 12-22-2008)

Sec. 2-220. Annual report.

The planning commission shall make an annual written report to the township board concerning its operations and the status of its planning activities, including recommendations regarding actions by the township board related to planning and development. [MCL 125.3819]

(Ord. No. 264, § IX, 12-22-2008)

Sec. 2-221. Authority to make master plan.

Under the authority of the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., and other applicable planning statutes, the planning commission shall make a master plan as a guide for development within the township's planning jurisdiction [MCLs 125.3807 and 125.3831] and submit its proposed plan to the township board for adoption. [MCL 125.3843].

Final authority to approve a master plan or any amendments thereto shall rest with the township board. The existing master plan for the township shall be the township's master plan until amended by planning commission recommendation and adoption by the township board. [MCL 125.3843]

(Ord. No. 264, § X, 12-22-2008)

Sec. 2-222. Zoning powers.

The township board hereby confirms the transfer of all powers, duties, and responsibilities provided for zoning boards or zoning commissions by the former Township Zoning Act, Public Act 184 of 1943, MCL 125.271, et seq.; the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, et seq.; or other applicable zoning statutes, to the Texas Township Planning Commission formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq.

Any existing zoning ordinance shall remain in full force and effect until otherwise amended or repealed by the township board.

(Ord. No. 264, § XI, 12-22-2008)

Sec. 2-223. Capital improvements program.

To further the desirable future development of the township under the master plan, the planning commission shall annually [hold a public hearing and work with the Superintendent and the Capital Improvement Review Committee](#) to prepare recommendations to the township board of public structures and improvements, in

general order of their priority, for the following six-year period. The commission shall, at least every five years after adoption of the township master plan, review the plan to determine whether it is advisable to commence procedures to amend the plan or adopt a new plan. [MCL 125.3845]

(Ord. No. 264, § XII, 12-22-2008)

Sec. 2-224. Subdivision and land division recommendations.

The planning commission may recommend to the township board provisions of an ordinance or rules governing the subdivision of land. Before recommending such an ordinance or rule, the planning commission shall hold a public hearing on the proposed ordinance or rule. The planning commission shall give notice of the time and place of the public hearing not less than 15 days before the hearing by publication in a newspaper of general circulation within the township. [MCL 125.3871]

The planning commission shall review and make recommendations on any proposed plat before action thereon by the township board under the Land Division Act, Public Act 288 of 1967, MCL 560.101, et seq. Before making its recommendation, the planning commission shall hold a public hearing on the proposed plat. A plat submitted to the planning commission shall contain the name and address of the proprietor or other person to whom notice of a hearing shall be sent. Not less than 15 days before the date of the hearing, notice of the date, time and place of the hearing shall be sent to that person at that address by mail and shall be published in a newspaper of general circulation in the township. Similar notice shall be mailed to the owners of land immediately adjoining the proposed platted land. [MCL 125.3871] The planning commission shall have 63 days from receipt of the plat to issue its recommendation of approval, approval with conditions or disapproval; in default of which it shall be considered approved.

(Ord. No. 264, § XIII, 12-22-2008)

Chapter 8 COMMUNITY DEVELOPMENT⁵

ARTICLE I. IN GENERAL

Secs. 8-1—8-30. Reserved.

ARTICLE II. DOWNTOWN DEVELOPMENT AUTHORITY⁶

⁵Cross reference(s)—Administration, ch. 2; land divisions and subdivision control, ch. 16; utilities, ch. 32; waterways, ch. 34; zoning, ch. 36; franchises, app. A.

State law reference(s)—Downtown development authority, MCL 125.1651 et seq.; housing and slums clearance projects, MCL 125.651 et seq.; housing corporation law, MCL 125.601 et seq.; urban redevelopment corporations, MCL 125.901 et seq.; rehabilitation of blighted areas, MCL 125.71 et seq.; economic development corporations, MCL 125.1601 et seq.; shopping area redevelopment authority, MCL 125.981 et seq.

⁶Cross reference(s)—Administration, ch. 2

Sec. 8-31. Definitions.

The terms used in this article shall have the same meaning as given them in Act 197 or as hereinafter in this section provided, unless the context clearly indicates to the contrary. As used in this article:

Act 197 means Public Act No. 197 of 1975 (MCL 125.1651 et seq.).

Authority means the downtown development authority of the township created by this article.

Board and *board of directors* mean the board of directors of the authority.

Downtown district means the downtown district designated in this article or as hereafter amended. (Ord. No. 192, § II, 4-28-2000)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 8-32. Purpose.

The township board has determined that it is necessary for the best interests of the public to halt property value deterioration and increase property valuation where possible in the business district of the township, and to eliminate the causes of that deterioration and promote economic growth in the downtown district of the township, pursuant to Act 197. For those purposes, the township board has adopted this article to create and provide for the operation of a downtown development authority, pursuant to the act.

(Ord. No. 192, § III, 4-28-2000)

Sec. 8-33. Creation of authority.

There is hereby created pursuant to Act 197 a downtown development authority for the township. The authority shall be a public body corporate and shall be known and exercise its powers under the title of "Downtown Development Authority of the Charter Township of Texas."

(Ord. No. 192, § IV, 4-28-2000)

Sec. 8-34. Description of downtown district.

The downtown district within which the authority shall exercise its powers as provided by Act 197 shall consist of the property in the township described as: subject to such changes and may hereinafter be made pursuant to this article and Act 197.

Land located in Sections 14, 15, 22, 23, T. 3 S., R. 12 W., Texas Township, Kalamazoo County, Michigan:

Beginning at the Northwest corner of the East ½ of the Northwest ¼ of Section 23, T. 3 S., R. 12 W.; thence East along the North line of Section 23, 450.0 feet; thence South parallel with the West line of the East ½ of the Northwest ¼ to the South line of the North 64 Rods; thence West along said South line to section line common to Sections 22 and 23; thence South along common section line to a point 1,105.32 feet South of the Northeast corner of Section 22; thence West at right angles, 193.0 feet; thence South parallel with the East line of Section 22 to the North line of Texas Heights Plat; thence West along said North line to the East line of Texas Heights No. 2 Plat; thence North along said East line and its Northerly extension to the section line common to Sections 15 and 22; thence East along said common section line to the West line of the East ½ of the Southeast ¼ of Section 15; thence North along said West line to the North line of the Southeast ¼ of the Southeast ¼; thence East along said North line to the West line of the East 720.0 feet of the Southeast ¼

of the Southeast ¼ of Section 15; thence South along said West line to a point 425.99 feet North of the South line of Section 15; thence East parallel with the South line of Section 15, 429.95 feet to the West line of the East 290.0 feet of the Southeast ¼ of the Southeast ¼ of Section 15; thence North parallel with the East line of Section 15, 211.67 feet; thence East 290 feet to the section line common to Section's 14 and 15; thence North along said common section line to a point 1,080.75 feet North of the Southwest corner of Section 14; thence East, 330.0 feet; thence Southeasterly to a point on the center line of Texas Drive at a point Northeasterly, 289.6 feet of the intersection of the South 40 Rods with Center of Texas Drive; thence Southeasterly at right angles to said Center line to the North line of the South 40 Rods of the Southwest ¼ of Section 14; thence East along the North line of said South 40 Rods to the West line of Applegate Farms No. 2; thence South along said West line and its southerly extension to the section line common to Sections 14 and 23; thence East along said common section line to beginning.

(Ord. No. 192, § V, 4-28-2000; Ord. No. 262, § I, 10-27-2008)

Sec. 8-35. Board of directors.

The authority shall be under the supervision and control of a board consisting of the township supervisor and eight members. The members of the board shall be appointed by the supervisor subject to approval by the township board. Eligibility for membership on the board and terms of office shall be as provided in Act 197. A member shall hold office until the member's successor is appointed.

(Ord. No. 192, § VI, 4-28-2000)

Cross reference(s)—Administration, ch. 2.

Sec. 8-36. Powers of the authority.

The authority shall possess all of the powers necessary to carry out the purposes of its incorporation and shall have all powers provided by Act 197 except that the authority is prohibited from levying or from requesting the approval of the township board for the levy of any ad valorem property tax as set forth in section 12 of Act 197 (MCL 125.1662). The authority may adopt a seal, sue and be sued in any court of this state. The enumeration of a power in this section or in Act 197 shall not be construed as a limitation upon the general powers of the authority.

(Ord. No. 192, § VII, 4-28-2000)

Sec. 8-37. Fiscal year; adoption of budget; reports; audits.

- (a) The fiscal year of the authority shall begin on January 1 of each year and end on December 31 of that year, or such other fiscal year as may hereafter be adopted by resolution of the township board.
- (b) The authority board shall annually prepare a budget and shall submit it to the ~~supervisor~~ Superintendent for submission to the township board. The authority board shall not finally adopt a budget for any fiscal year until the budget has been approved by the township board. The authority board may, however, temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds where required to do so by the ordinance authorizing the revenue bonds.
- (c) The authority shall be audited annually by the firm that audits the records of the township and copies of the audit report shall be filed with the township board.

(Ord. No. 192, § VIII, 4-28-2000)

Sec. 8-38. Termination.

Upon completion of its purposes, the authority may be dissolved by an ordinance duly adopted by the township board. The property and assets of the authority, after dissolution and satisfaction of its obligations, shall revert to the township.

(Ord. No. 192, § IX, 4-28-2000)

Secs. 8-39—8-60. Reserved.

ARTICLE III. DOWNTOWN DEVELOPMENT AND FINANCING PLAN

Sec. 8-61. Definitions.

The terms used in this article shall have the same meaning as given them in Act 197 or as hereinafter in this section provided, unless the context clearly indicates to the contrary. As used in this article:

Act 197 means Public Act No. 197 of 1975 (MCL 125.1651 et seq.).

Authority means the downtown development authority of the township created by article II of this chapter.

(Ord. No. 193, § II, 5-20-2000)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 8-62. Public purpose.

The township board hereby determines that the downtown development and tax increment financing plan, as amended and as recommended by the authority, constitutes a public purpose.

(Ord. No. 193, § III, 5-20-2000; Ord. No. 353, § 1A, 5-11-2020)

Sec. 8-63. Findings.

The township board hereby determines that:

- (1) The downtown development and tax increment financing plan, as amended and as recommended by the authority, meets the requirements of section 17(2) of Act 197 (MCL 125.1667(2)).
 - (2) The downtown development and tax increment financing plan, as amended and as recommended by the authority, includes a proposed method of financing the development which is feasible and the authority has the ability to arrange the financing.
 - (3) The downtown development plan and tax increment financing plan, as amended and as recommended by the authority, includes development which is reasonable and necessary to carry out the purposes of Act 197.
 - (4) Land included within the development area which may be acquired is reasonably necessary to carry out the purposes of the plan and of Act 197 in an efficient and economically satisfactory manner.
 - (5) The downtown development and tax increment financing plan, as amended and as recommended by the authority, includes development which is in accord with the master plan of the township.
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- (6) Public services are or will be adequate to serve the project area.
 - (7) Changes in zoning, streets, street levels, intersections and utilities are reasonably necessary for the project and for the township.

(Ord. No. 193, § IV, 5-20-2000; Ord. No. 353, § 1B, 5-11-2020)

Sec. 8-64. Adoption.

The amendment of the downtown development and tax increment financing plan as amended and as recommended by the authority is hereby approved and adopted.

(Ord. No. 193, § V, 5-20-2000; Ord. No. 353, § 1C, 5-11-2020)

Sec. 8-65. Amendment.

Amendments to the approved development plan or tax increment plan shall be submitted by the authority to the township board for approval or rejection before implementation of any amended provisions.

(Ord. No. 193, § VI, 5-20-2000)

Chapter 10 ENVIRONMENT⁷

ARTICLE I. IN GENERAL

Secs. 10-1—10-30. Reserved.

ARTICLE II. RESERVED⁸

Secs. 10-31—10-60. Reserved.

ARTICLE III. NOISE

⁷Cross reference(s)—Buildings and building regulations, ch. 6; neglected or dilapidated buildings, § 6-61 et seq.; inspections and unsafe buildings, § 12-35; land divisions and subdivision control, ch. 16; outdoor assemblies, ch. 22; parks and recreation, ch. 24; solid waste, ch. 26; utilities, ch. 32; waterways, ch. 34; zoning, ch. 36.

State law reference(s)—Natural resources and environmental protection act, MCL 324.101 et seq.

⁸Editor's note(s)—Section VI of Ord. No. 275, adopted June 14, 2010, repealed art. II, Blight, §§ 10-31—10-34, which pertained to purpose; causes of blight or blighting factors; enforcement; and sanctions, and derived from Comp. Ords. as Rev. Dec. 1999.

Sec. 10-61. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

dB(A) means the sound pressure level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication ANSI S1.4-1971.

Decibel means a unit used to express the magnitude of sound pressure and sound intensity. The difference in decibels between two sound pressures is 20 times the common logarithm of their ratio. In sound pressure measurements, the sound pressure level of a given sound is defined to be 20 times the common logarithm of the ratio of that sound pressure to a reference pressure of 2×10^{-5} N/m² (Newtons per meter squared). As an example of the effect of this formula, a three-decibel change in the sound pressure level corresponds to a doubling or halving of the sound intensity, and a ten-decibel change corresponds to a ten fold increase or decrease to one-tenth the former intensity.

(Comp. Ords. as Rev. 12-1999, § 20.402)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 10-62. Antinoise regulations.

- (a) *General regulation.* No person shall cause, permit to be caused, or create any unreasonable or unnecessarily loud noise or disturbance injurious to the health, peace or quiet of the residents and property owners of the township.
 - (b) *Specific violations.* The following noises and disturbances are hereby declared to be a violation of this article; provided, however, that the specification of the violation is not thereby to be construed to exclude other violations of this article not specifically enumerated:
 - (1) The playing of any radio, phonograph, television, or other electronic or mechanical sound producing device including any musical instrument, in such a manner or with such volume as to unreasonably upset or disturb the quiet, comfort, or repose of other persons.
 - (2) Loud or abusive behavior such as yelling, shouting, hooting, or singing on the public streets or on public property between the hours of 10:00 p.m. and 6:00 a.m., or at any time or place so as to unreasonably upset or disturb the quiet, comfort, or repose of any persons in the vicinity.
 - (3) The emission or creation of any excessive noise which unreasonably interferes with the operation of any school, church, hospital, or court.
 - (4) The operation of any racetrack, proving ground, testing area or obstacle course for motor vehicles, motorcycles, boats, racers, automobiles or vehicles of any kind or nature in any area of the township where the noise emanating therefrom would be unreasonably disturbing and upsetting to other persons in the vicinity. Under no circumstances shall any racetrack, proving ground, testing area or obstacle course operate after 10:00 p.m. on any evening.
 - (5) The operation of any automobile, motorcycle or other vehicle so out of repair or so loaded or constructed as to cause loud and unnecessary grating, grinding, rattling, or other unreasonable noise including the noise resulting from exhaust, which is clearly audible from nearby properties and unreasonably disturbing to the quiet, comfort or repose of other persons. The modification of any noise abatement device on any motor vehicle or engine, or the failure to maintain such noise abatement device so that the noise emitted by such vehicle or engine is increased above that emitted by such vehicle as originally manufactured shall be in violation of this section.
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- (6) The sounding of any horn or other device on any motor vehicle or boat unless necessary to operate such vehicle safely or as required by the state motor vehicle code or marine rules and regulations.
 - (7) The discharging outside of any enclosed building of the exhaust of any steam engine, internal combustion engine, motor vehicle, or motor boat engine except through a muffler or other similar device which will effectively prevent loud or explosive noises. The modification of any noise abatement device on any motor vehicle or engine, or the failure to maintain any noise abatement device so that the noise emitted by such vehicle or engine is increased above that emitted by such vehicle as originally manufactured shall be in violation of this section.
 - (8) The erection, excavation, demolition, alteration or repair of any building or premises in any part of the township, and including the streets and highways, in such a manner as to emanate noise or disturbance unreasonably annoying to other persons, other than between the hours of 6:00 a.m. and 10:00 p.m. on any day, except in cases of urgent necessity in the interest of public health and safety. In such case, a permit shall be obtained from the building inspector or ordinance enforcement officer of the township, which permit shall limit the periods that the activity may continue.
 - (9) The creation of a loud or excessive noise unreasonably disturbing to other persons in the vicinity in connection with the operation, loading or unloading of any vehicle, trailer, railroad car, or other carrier or in connection with the repairing of any such vehicle in or near residential areas.
 - (10) The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention to any performance, show, sale, display or other commercial purpose which, by the creation of such noise, shall be unreasonably disturbing to other persons in the vicinity.
 - (11) The operation of any loudspeaker or other sound amplifying device upon any vehicle on the streets of the township with the purpose of advertising, where such vehicle, speaker or sound amplifying equipment emits loud and raucous noises easily heard from nearby adjoining residential property.
 - (12) The operation of any machinery, except agricultural machinery, equipment or mechanical device so as to emit unreasonably loud noise which is disturbing to the quiet, comfort or repose of any person.
- (c) *Exceptions.* None of the prohibitions enumerated in subsections (a) or (b) of this section shall apply to the following:
- (1) Any police vehicle, ambulance, fire engine or emergency vehicle while engaged in necessary emergency activities.
 - (2) Excavation or repair of bridges, streets or highways or other property by or on behalf of the state, township or the county, between 10:00 p.m. and 6:00 a.m. when the public welfare, safety and convenience render it impossible to perform such work during other hours.
 - (3) Warning devices emitting sound for warning purposes as authorized by law.
 - (4) Any agricultural animal, machinery, equipment, or mechanical device being used on lands utilized for legitimate agricultural purposes.
 - (5) Any vehicle or equipment designed and used for the purpose of snow/ice removal when in use for such purpose.
 - (6) *Generator.* A generator may be utilized any time for emergency power.
 - (7) *Emergency construction.* Construction on any building in any zoning district can occur in order to secure property or prevent further damage from wind, flood, fire, or any other disaster, provided a building permit is applied for the next available township business day.
 - (8) *Essential services.* In an effort to provide services and protect the general health, safety and welfare of the public, essential services such as trash/garbage collection shall not be in violation regardless of
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time of day. This will allow the collection at a time of day so as not to hinder traffic from residents going to or from their place of employment and the transport of children on school busses without impeding safe traffic flow.

(Comp. Ords. as Rev. 12-1999, § 20.403; Ord. No. 304, §§ 1, 2, 4-13-2015)

Editor's note(s)—Ord. No. 304, § 2(A)—(D), adopted April 13, 2015, contained a scrivener's error setting out provisions amending § 10-63. At the editor's discretion, said provisions have been included herein as amending § 10-62.

Sec. 10-63. Antinoise regulations based upon dB(A) criteria.

In order to regulate and prove violations occurring under section 10-62, any noise in excess of the maximum decibel limits according to the regulations stated in this section is deemed to be in violation of this article. However, violations under section 10-62 but which have no decibel determination available shall nevertheless be deemed violations of this article.

- (1) *Regulations for decibel measurement of noise originating from private properties.* Noise radiating from all properties or buildings, as measured at the boundaries of the property, which is in excess of the dB(A) established for the districts and times herewith listed shall constitute prima facie evidence that such noise unreasonably disturbs the comfort, quiet and repose of persons in the area and is therefore in violation of this article. Violations shall exist when the source or sources of noise are identifiable and the levels emanating from the source or sources exceed the following limitations. As an example, such noise shall include that emitting from the production, processing, cleaning, servicing, testing, repairing and manufacturing of materials, goods or products, including vehicles.

Zoning Districts	Limitations 67 :00 a.m. to 10:00 p.m.	Limitations 10:00 p.m. to 67 :00 a.m.
Residential districts (R-1, R-2, R-3, R-4, R-5, and R-6) and Resource Conservation district (RC) and any area within 500 feet of a hospital regardless of zoning district and agricultural districts located within 500 feet of any dwelling under separate ownership.	55 dB(A)	50 dB(A)
Agriculture District (A), where the property is not protected by the Right to Farm Act (RTFA). To be protected, a farm must operate in conformance with the Generally accepted generally accepted agricultural and management practices, GAAMPs, set by the Michigan Commission of Agriculture and Rural Development (MDARD).	80 dB(A)	75 dB(A)
Agricultural (A), where at least 500 feet from any dwelling under separate ownership, and Commercial Districts (C-1, C-2, C-3, & C-4, and CBD), Office District (O-1) and Education and Business Technology District (EBT).	65-80 dB(A)	55-75 dB(A)
Industrial Districts (I-1, I-2, I-3).	80 dB(A)	75 dB(A)
Any area within 500 feet of a hospital regardless of zoning district	55 dB(A)	50 dB(A)

Harmonic or pure tones, and periodic or repetitive impulse sound shall be in violation when such sounds are at a sound pressure level of five dB(A) less than those listed in this subsection.

Where property is partly in two zoning districts or adjoins the boundary of a zoning district, the dB(A) levels of the zoning district of the property where the noise is emanating shall control.

The following exceptions shall apply to these regulations under this subsection:

- a. Construction projects shall be subject to the maximum permissible noise levels specified for industrial districts as long as a valid building permit has been issued by the township and is currently in effect.
- b. All railroad operations shall be subject to the maximum permissible noise levels allowed in industrial districts, regardless of the zone where they are located.
- c. Noises occurring between 6:00 a.m. and 10:00 p.m. caused by home or building repairs or from maintenance of grounds are excluded, provided, such noise does not exceed the limitations specified in this subsection by more than 20 dB(A), provided such noise does not exceed 90 dB(A).
- d. Noises emanating from the discharge of firearms are excluded, providing the discharge of the firearms was authorized under state law and all local ordinances.
- e. Any commercial, agricultural or industrial use of property which exists now or in the future as a legal, nonconforming use (as defined in the township zoning ordinance) in a higher zoning classification shall be allowed to emit noise in excess of these limitations for the particular zoning classification where such use is located, providing that such noise does not exceed either of the following limitations:
 1. The noise level emitted by such use at the time it became a legal nonconforming use as a result of the enactment of an amendment of the township zoning ordinance if available.
 2. The limitations contained in this subsection based upon such a use being located in the highest zoning district (either commercial and agricultural or industrial) where such a use is specifically allowed as a permissible use.

Regulations for decibel measurement of motor driven vehicles on public roads. A motor vehicle, moped, or a combination vehicle shall be subject to the noise level limitations set forth in the Michigan Motor Vehicle Code and Uniform Traffic Code, as amended. shall State law reference(s)—Noise level limits

Sec. 10-64. Sanctions.

- (a) Any person, firm, association, partnership, corporation or governmental entity who violates any of the provisions of this article shall be deemed to be responsible for a municipal civil infraction as defined by state statute which shall be punishable by a civil fine determined in accordance with the schedule in section 18-62(a).
- (b) The sanctions provided in this section may be imposed upon the owner of the premises upon which the violation occurs, upon the tenant thereof and/or upon the occupant of the premises on which the violation occurs.

(Comp. Ords. as Rev. 12-1999, § 20.406)

Secs. 10-65—10-90. Reserved.

ARTICLE IV. LITTER⁹

Sec. 10-91. Name.

This article shall be known and cited as the "Charter Township of Texas Litter Ordinance."

(Ord. No. 275, § I, 6-14-2010)

Sec. 10-92. Definitions.

Litter as used in this article means all garbage, scrap and waste materials including rags, cartons, paper, cans, bottles, used lumber, boxes, wooden skids or pallets or parts therefrom (excluding those stored and used in connection with an industrial or commercial operation on the site), inoperable and/or discarded/unused

⁹Editor's note(s)—Sections I—IV of Ord. No. 275, adopted June 14, 2010, has been treated as superseding art. IV, littering, §§ 10-91—10-95, to read as herein set out. Former art. IV pertained to similar subject matter and derived from Comp. Ords. as Rev. Dec. 1999.

Cross reference(s)—Solid waste, ch. 26.

appliances and equipment, broken or discarded plaster, concrete, or brick building materials; scrap metal; discarded motor vehicle parts; and tires.

(Ord. No. 275, § II, 6-14-2010)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 10-93. Regulations.

- (a) It shall be unlawful for any person, without the consent of the public authority having supervision of public property or the owner or occupier of private property, to dump, deposit, place, throw or leave, or cause or permit the dumping, depositing, placing, throwing, or leaving of litter or any other materials on any public or private property or waters within the Charter Township of Texas other than property designated and set aside for such purposes. The phrase "public or private property or waters" includes, but is not limited to, the right-of-way of any road or highway, any body of water or water course, or the shores or beaches thereof, and including the ice above such waters; any park, playground, building, refuge, or conservation or recreation area; and any residential, commercial, industrial, or farm properties or vacant or unimproved lands.
- (b) It shall be unlawful for any person to aid, assist, or abet another to violate any of the provisions of the within article.
- (c) The owner or occupant of any building or premises within the township shall not permit or cause the outdoor storage of litter on such premises, subject to the following exceptions:
 - (1) Such litter is temporarily stored outdoors for not more than 14 days or for longer than any period which would cause the same to be odoriferous or a breeding place of insects or rodents, whichever is the lesser period.
 - (2) Such litter does not include garbage or other putrescible liquids or solids, is screened from the view of all adjacent properties and abutting public or private rights-of-way, and is being stored only between regular, not less than monthly, litter collection by a public or private litter or garbage collection service.
 - (3) Logs, branches, or other scrap wood may be neatly stacked outdoors on an occupied premises, provided such storage (1) does not exceed 640 cubic feet in area; (2) is not located within any required building setback areas as specified in the Charter Township of Texas Zoning Ordinance; and (3) complies with all applicable Township "Fire Codes" and other ordinance requirements. The limitation of 640 cubic feet shall not apply to logs, branches, or other scrap wood stored and used in connection with a lawful industrial, commercial or agricultural operation on the site or in circumstances where the burning of wood is the main source of heat for a residence.
 - (4) Such litter is located in a duly-licensed and properly zoned junk yard, salvage yard, or landfill where such uses or operations are legally authorized under the Charter Township of Texas Zoning Ordinance.
 - (5) A special permit is first obtained therefore for a period of not to exceed 45 days from the Clerk of the Charter Township of Texas or such other officer or official as the township board may designate to be granted only in special hardship cases beyond the control of the applicant, where special or peculiar circumstances exist, where no adjoining property owner is adversely affected thereby and where the spirit and purpose of these regulations are still observed. A special permit granted hereunder may be

renewed for not more than one additional 45-day period upon a showing of due diligence and continued satisfaction of the criteria set forth above for the issuance of the initial permit.

(Ord. No. 275, § III, 6-14-2010)

Sec. 10-94. Sanctions.

Any person, firm, association, partnership, corporation or governmental entity who violates any of the provisions of this article shall be deemed to be responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by a civil fine determined in accordance with the following schedule: [schedule in section 18-62\(a\)](#).

	Minimum Fine	Maximum Fine
1st offense within 3-year period*	\$75.00	\$500.00
2nd offense within 3-year period*	150.00	500.00
3rd offense within 3-year period*	225.00	500.00
4th or more offense within 3-year period*	300.00	500.00
*Determined on the basis of the date of commission of the offense(s).		

Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which the Charter Township of Texas has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this article. Each day that a violation exists shall constitute a separate offense.

(Ord. No. 275, § IV, 6-14-2010)

Secs. 10-95—10-120. Reserved.

ARTICLE V. VEHICLE STORAGE AND REPAIR¹⁰

Sec. 10-121. Name.

This article shall be known and may be cited as the "Texas Charter Township Vehicle Storage and Repair Ordinance."

(Ord. No. 274, § I, 6-14-2010)

Sec. 10-122. Purpose.

The purpose of this article is to limit and restrict the outdoor storage, parking, repair or unreasonable accumulation of junk, unused, partially dismantled or non-operating vehicles, including any conveyance, trailer, boat, aircraft or new or used parts thereof upon vacant or occupied premises within the township; to provide restrictions concerning the repairing of said vehicles; to avoid injury and hazards to children and others attracted to such vehicles; to prevent degradation of the environment caused by such vehicles; and to minimize the

¹⁰Editor's note(s)—Sections I—VII of Ord. No. 274, adopted June 14, 2010, did not specify manner of inclusion; hence, codification as a new Art. V, §§ 10-121—10-127 was at the discretion of the editor.

devaluation of property values and the psychological ill effects of the presence of the same upon adjoining residents and property owners.

(Ord. No. 274, § II, 6-14-2010; Ord. No. 301, § 1, 10-27-2014)

Sec. 10-123. Definitions.

For the purpose of enforcing the provisions of this article, certain terms and words used herein shall have the following meaning:

Agricultural vehicle means a motor vehicle or conveyance designed and intended for agricultural use.

Conveyance shall mean any trailer, as defined below, and any "house trailer" or "camper." The terms "recreational trailer," "camper," "recreational vehicle," "motor home," and "travel trailer" as utilized in this article shall be synonymous with and are intended to mean that group of conveyances which are capable of being moved on their own chassis or wheels upon a roadway or highway, either with or without its own engine; which can be utilized or occupied as a temporary residence or vacation structure for limited time periods, which are not designed to be permanently connected to electrical power, water, sewage and potable water utilities, whether or not said unit is licensed and operational for use as a vacation trailer or temporary dwelling.

Inoperable. A vehicle, trailer or conveyance shall be deemed "inoperable" where any of the following conditions exist:

- (1) Where it is being dismantled for the sale, salvage, repair or reclamation of parts thereof.
- (2) Where it does not have all of its main component parts properly attached.
- (3) For motor vehicles, where any other or additional conditions exist which cause the vehicle to be incapable of being driven under its own power, lawfully, upon the public streets.
- (4) When any other or additional conditions exist which cause the vehicle, trailer or conveyance to be incapable of being used for the purpose for which it was designed.

Main component parts shall mean fenders, hood, wheels, radiator, motor, windows, doors, muffler, body or essential parts of the engine, and all such other parts or equipment as are necessary for the vehicle to be lawfully driven upon the public streets pursuant to the Michigan Vehicle Code, being 1949 Public Act 300, as amended.

Person shall mean an individual, firm, corporation, or other entity of any kind.

Regularly used for its intended purpose means as follows:

- (1) For motor vehicles, passenger cars, vans and motorcycles designed primarily as individual or group private transportation, such vehicle must be used for passenger transportation at least one time in any calendar month.
- (2) For conveyances including travel trailers, motor homes, campers, recreational vehicles and recreational trailers, such item must be removed from the site for use as temporary off-site living quarters at least once every calendar year.
- (3) For snowmobiles, dirt bikes, ORVs, boats and other conveyances, the conveyance must be either:
 - a. Stored on a fully licensed and operable trailer that is utilized and moved at least one time every season; or
 - b. Must be utilized at least one time per season if not stored on a trailer.
- (4) Unloaded trailers as defined herein must be used at least one time every 90 days and shall be licensed as required by the State of Michigan.

Trailer shall mean any wheeled but not motorized equipment designed or used to be pulled by a vehicle (as defined herein) on public or private highways, including but not limited to a truck trailer, flat bed trailer; equipment trailer, stock trailer, semi-truck trailer, boat or snowmobile trailer, cement roller on wheels, and motorcycle or dirt bike trailer. Conveyance shall also mean a motor home, camper, recreational vehicle or trailer.

Vehicle shall mean any motorized equipment operated or designed to be operated on public or private highways, streets or roads including any passenger vehicle, van, minibus, bus, truck, motorcycle, tractor, recreational vehicle, or other motorized vehicle. "Vehicle" also means any motorized machine which is designed to be used, is used or can be used as a pleasure vehicle for the transportation of one or more persons or objects on private or public property, such as boats, snowmobiles, recreational vehicles, all-terrain vehicles and dirt bikes.

(Ord. No. 274, § III, 6-14-2010; Ord. No. 301, § 2, 10-27-2014)

Sec. 10-124. Regulations.

- (a) No person, firm or corporation shall park or store or permit to be parked or stored upon any premises within the Charter Township of Texas owned, leased, rented or occupied or possessed by such person any vehicle, including any conveyance, boat, aircraft, or trailer of any kind or new or used parts therefrom unless one or more of the following conditions exist:
- (1) Such parking or storage is located within a fully-enclosed building or in an area that is totally obscured from adjacent premises or adjacent roads or highways by natural land contours, evergreen screening or fencing;
 - (2) A special permit is first obtained therefor for a period of not to exceed 60 days from the Supervisor of Texas Charter Township or such other officer or official as the township board may designate to be granted only in special hardship cases beyond the control of the applicant, where special or peculiar circumstances exist, where no adjoining property owner is adversely affected thereby and where the spirit and purpose of these regulations are still observed. If a 60-day special permit is granted, the township board shall schedule a status review after the first 30 days of the granting of the permit;
 - (3) Such vehicle or conveyance has all of its main component parts attached, is licensed or registered by the State of Michigan and bears a valid and current Michigan license plate for that vehicle or conveyance, is an operable vehicle or conveyance as hereinafter defined, and is, in fact, regularly operated for its designed purpose;
 - (4) Such vehicle is a stock car or racing vehicle which is regularly used for the purpose of stock car showing or for racing and is stored upon a licensed trailer or conveyance with all of its main components attached within the side or rear-yard setbacks for the property in accordance with the Texas Charter Township Zoning chapter;
 - (5) Such vehicles, boats, trailers, aircraft or conveyances are located in a duly-licensed and properly zoned junkyard, salvage yard, new or used car dealer's lot, automobile repair facility or storage yard where such uses or operations are legally authorized under the Township Zoning Ordinance;
 - (6) Such vehicle or vehicles are awaiting repairs or delivery to owners at an authorized service station, garage, paint shop, or body shop registered with the State of Michigan pursuant to 1974 PA 300, as amended, provided such vehicle or vehicles are locked, licensed by the State of Michigan, and are not a public nuisance;
 - (7) Such vehicle, boat, trailer, aircraft or conveyance, although temporarily inoperable because of minor mechanical failure, has substantially all of its main component parts attached as hereinafter defined; is, where subject to a license or registration, licensed or registered by the State of Michigan; is not in any manner a dismantled vehicle; and the premises do not contain any such vehicle, boat, aircraft, trailer
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or conveyance for longer than 14 days in any one year. "Main component parts" shall, for the purpose of this article, mean those parts required by state law or by necessity for its operation upon a public highway, waterway or airway.

- (b) No repairing, redesigning, modifying or dismantling work or operations shall be allowed upon any vehicle, boat, trailer, aircraft or conveyance or parts thereof upon any public right-of-way or public property (except for emergency minor repairs not exceeding one hour in duration) or upon any property not zoned for such purpose except such occasional minor work by the owner thereof as may infrequently be required to maintain the same in normal operating condition and as shall be accomplished within fully enclosed buildings; will not constitute a nuisance or annoyance to adjoining property owners or occupants; and does not violate any provisions of the Texas Charter Township Zoning Ordinance.
- (c) Recreational vehicles, trailers and conveyances, designed as temporary living quarters may be parked and actually used as temporary living quarters on premises with a principal primary residential use only for not more than a cumulative 21 days in any one calendar year. The owner or user of such recreational vehicle shall ensure that during the periods of use as a temporary dwelling there is an adequate potable water supply and adequate waste handling facilities for the use.
- (d) The foregoing shall not be construed to prohibit the storage of farm machinery, vehicles, equipment and material used for agricultural purposes upon an operating farm of not less than ten acres in size. Farm equipment not in use but stored for parts shall be stored in an area totally obscured from adjacent premises and roads.

(Ord. No. 274, § IV, 6-14-2010; Ord. No. 301, § 3, 10-27-2014)

Sec. 10-125. Nuisance.

Any parking, storage, placement, repair activities, or operations in violation of the provisions of this article are hereby declared to be a public nuisance which may be enjoined or which may subject the violator to the fines and penalties herein provided for.

(Ord. No. 274, § V, 6-14-2010)

Sec. 10-126. Severability.

The provisions of this article are hereby declared to be severable and if any clause, sentence, word, section or provision is declared void or unenforceable for any reason by any court of competent jurisdiction, it shall not affect any portion of this article other than said part or portion thereof.

(Ord. No. 274, § VI, 6-14-2010)

Sec. 10-127. Sanctions and enforcement.

- (a) Any person, firm, association, partnership, corporation or governmental entity who violates any of the provisions of this article shall be deemed to be responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by a civil fine determined in accordance with ~~the following schedule:~~ the schedule in section 18-62(a).

	Minimum Fine	Maximum Fine
1st offense within 3-year period*	\$100.00	\$500.00

2nd offense within 3-year period*	200.00	500.00
3rd offense within 3-year period*	325.00	500.00
4th or more offense within 3-year period*	500.00	500.00

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- (b) Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which Texas Charter Township has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this article. Each day that a violation exists shall constitute a separate offense.
 - (c) This article shall be enforced by the Texas Charter Township Ordinance Enforcement Officer(s), the township supervisor, or by any other person or persons as the township board may designate from time to time.
- (Ord. No. 274, § VI, 6-14-2010)

Secs. 10-128—10-140. Reserved.

ARTICLE VI. WELLHEAD PROTECTION¹¹

Sec. 10-141. Intent/purpose.

The intent of the Charter Township of Texas Wellhead Protection article is to safeguard the health, safety, and welfare of persons served by the public water supply system by protecting groundwater that serves as drinking water, thus providing a safe potable water supply now and for future generations.

(Ord. No. 297, § 1A, 1-27-2014)

Sec. 10-142. Definitions.

The following definitions apply to this article:

Best management practices (BMP) means the best available methods, activities, maintenance procedures, technologies, operating methods or management practices for preventing or reducing the quantity of regulated substances entering groundwater and surface water from a particular land use activity.

Capture zone means that area through which water travels below the surface and reaches a municipal well or well field within a specified period of time (under specified conditions set by the [MDEQEGLE](#)). This article addresses both a one-year and ten-year time-of-travel capture zone. The capture zones are shown on the Wellhead Protection Ordinance Capture Zone Map, attached to this article and incorporated herein by this reference.

City means the City of Kalamazoo.

¹¹Editor's note(s)—Ord. No. 297, § 1A—N, adopted Jan. 27, 2014, did not specify manner of inclusion; hence, codification as art. VI, §§ 10-141—10-154 was at the discretion of the editor.

Groundwater means the water below the land surface in a zone of saturation, excluding those waters in underground piping for water, wastewater, or stormwater distribution/collection systems.

Michigan Department of ~~Environmental Quality (MDEQ)~~ *Environment, Great Lakes, and Energy (EGLE)* shall include its predecessors and successors.

Performance standards shall mean those BMPs and engineering controls contained within the document "Performance Standards for Groundwater Protection within Wellhead Protection Capture Zones and Stormwater Quality Management," which is adopted by resolution of the township board and which may be amended by resolution of the township board as necessary to incorporate new or modified BMPs and engineering controls. The wellhead protection administrator shall maintain the document and shall at times be prepared to consult and distribute the most recently adopted performance standards, a copy of which shall also be retained by the township clerk with resolution date indicated thereon.

RCRA means the Resource Conservation and Recovery Act of 1976 (Pub. L. 94-580; 42 U.S.C. 6901 et seq.), as amended.

Regulated substances shall include:

- (1) Substances for which there is a material safety data sheet (MSDS), as established by the ~~United States Occupational Safety and Health Administration~~ *Globally Harmonized System of Classification and Labelling of Chemicals*, and the MSDS cites possible health hazards for said substance;
- (2) Hazardous waste, as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended;
- (3) Hazardous substance, as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) when the hazardous substance is the focus of remedial or removal action being conducted under CERCLA in accordance with the U.S. EPA regulations;
- (4) Radiological materials; and
- (5) Biohazards.

Regulated substances shall not, however, include:

- ~~(1) Substances in an amount equal or less than 2,200 pounds that are in an area capable of fully containing a total release of said substance or an area that would drain the substance to a wastewater treatment system, excluding septic tanks systems, capable of treating the released substance(s);~~
- ~~(2)~~ Substances in a parked or stopped vehicle in transit, provided the vehicle is stopped or parked for less than 72 hours;
- ~~(3)~~ Substances, such as gasoline or oil, in operable motor vehicles or boats so long as used solely for the operation of the vehicle, but not the tanker portion of a tank truck;
- ~~(4)~~ Pressurized gases such as chlorine, propane, hydrogen, and nitrogen when in a chemical storage tank;
- ~~(5)~~ Refrigerants contained within equipment and used for on-site air cooling or in household appliances;
- ~~(6)~~ Substances contained within electrical utility transformers/switches; or
- ~~(7)~~ Substances used in construction for which all necessary permits have been obtained, and in accordance with the "performance standards."

Release means the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of one or more regulated substances upon or into any land or water within a capture zone. Release includes, without limitation, leakage of such materials from failed or discarded containers or storage systems and disposal of such materials into any on-site sewage disposal system, dry-well, catch basin, or landfill. The term "release" when used and applied herein does not include:

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- (1) Disposal in accordance with all applicable legal requirements, including those in RCRA and CERCLA, of hazardous wastes in a facility that has received and maintained all necessary legal approvals for that purpose;
 - (2) Disposal of any substance in compliance with applicable legal requirements, including without limitation, the terms and provisions of a valid municipal, state, or federal permit;
 - (3) Disposal, in accordance with all legal requirements, of any substance to a sanitary sewer system that has received and maintained all necessary legal approvals for that purpose;
 - (4) Disposal, in accordance with all legal requirements, of "sanitary sewage" to subsurface sewage disposal systems as defined and permitted by the State of Michigan or Kalamazoo County Environmental Health;
 - (5) A release for which there is no obligation to report under federal, state, or other local regulations that occurs on an impervious ground surface (e.g. building floor or concrete driveway) that is effectively cleaned up before reaching permeable ground (e.g. unpaved), a dry well, a storm sewer, or surface water body; or
 - (6) The application of agricultural chemicals, fertilizers, mineral acids, organic sulfur compounds, etc. as used in routine agricultural operations and applied under the "Generally Accepted Agricultural Management Practices," and consistent with label directions approved by the United States Environmental Protection Agency or the Michigan Department of Agriculture [and Rural Development \(MDARD\)](#).

Spill contingency plan means a written site-specific plan conforming to the specifications contained in the "performance standards," including the documentation of general site operations; regulated substance storage areas; potential for releases of regulated substances and an analysis of the potential destination of such releases; and procedures to be followed in the event of a release.

Township means the Charter Township of Texas.

Wellhead is any individual well used for supplying water.

Wellhead protection board of appeals shall be the Charter Township of Texas Planning Commission unless the township board by resolution designates a separate wellhead protection board of appeals.

(Ord. No. 297, § 1B, 1-27-2014)

Sec. 10-143. Responsibility for administration.

The township board shall, by resolution, designate a person or persons who shall administer, implement and enforce the provisions of this article. That person shall be known as the wellhead protection administrator.

(Ord. No. 297, § 1C, 1-27-2014)

Sec. 10-144. Prohibitions within ten-year time-of-travel (TOT) capture zone.

Within a ten-year time-of-travel capture zone, no person shall, nor cause or allow another over whom he or she has control to:

- (1) Release or allow the release of a regulated substance, alone or in combination with other materials (such as fill) in such a manner that the substance gains access to the ground, to a storm sewer or surface water or in any other way such that the substance might enter the groundwater if doing so creates a reasonable likelihood of an adverse impact upon the groundwater;

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- (2) Possess a regulated substance, including fuels (e.g., gasoline, diesel, kerosene, etc.) exceeding 55 gallons aggregate for liquid materials, or ~~four-hundred forty~~ (440 pounds) aggregate for dry weights, unless prepackaged and intended for retail sale or for commercial or household use (such as salt used in water softeners, fertilizers, pesticides, herbicides, etc.), or unless engineering controls are designed and implemented consistent with the "performance standards," BMPs, the fire code, and applicable State of Michigan laws and regulations. The following, however, shall not be considered prohibited activities:
 - a. The use of underground oil and water separators and stormwater treatment structures which meet the conditions of the "performance standards";
 - b. The use of current hazardous waste storage areas at RCRA permitted facilities;
 - c. Laboratory activities, consistent with all ~~federal~~local, state, and ~~local~~federal regulations.
 - (3) Operate a scrap and recycling yard;
 - (4) Operate a sanitary/solid waste landfill;
 - (5) Use oil, waste oil or similar liquid petroleum-type products for dust suppression;
 - (6) Install a private water well for the purpose of drinking water or irrigation if, in the determination of the township, public water service is reasonably available;
 - (7) Install or use a private water well not installed for the purpose of drinking water or irrigation unless it is determined by the township that the well owner (or representative) has scientifically demonstrated that the well will not cause an adverse impact to the public water supply;
 - (8) Use any private well if said use is likely to cause an adverse impact to the public water supply;
 - (9) Excavate, extract, or mine sand, gravel, bedrock or any other type of earth if a permit or site plan review is required unless the property owner has established, to the township's satisfaction, that the activity will not cause an adverse impact to the public water supply;
 - (10) Allow the presence of an abandoned well, which is defined as any well which has either been discontinued for more than one year, is in such disrepair that its continued use for obtaining groundwater is impractical, has been left uncompleted, is a threat to groundwater resources, or is a health or safety hazard. A well shall not be considered abandoned if it has been properly plugged pursuant to The Groundwater Quality Control Act, Part 127, 1978 PA 368; or
 - (11) Drill for natural gas or petroleum, whether for exploration, production or otherwise.

(Ord. No. 297, § 1D, 1-27-2014)

Sec. 10-145. Prohibitions within one-year (1) time-of-travel (TOT) capture zone.

Within a one-year time-of-travel capture zone, no person shall, nor cause or allow another, over whom he or she has control, to:

- (1) Engage in any activity prohibited in the ~~ten-year~~10-Year TOT capture zone;
- (2) Possess regulated substances, including fuels (e.g., gasoline, diesel, kerosene, etc.), exceeding ~~fifty-five~~ (55) gallons aggregate for liquid materials or ~~four-hundred forty~~ (440) pounds aggregate for dry weights, such as sometimes occurs with activities such as fueling service establishments, motor vehicle repair, body repair; trucking or bus terminals; primary metal product industries; metal plating, polishing, etching, engraving, anodizing or similar processes; lawn, garden, pesticide and agricultural services with on-site bulk mixing or blending of fertilizers, pesticides and other industry-related chemicals for commercial application; and dry cleaning facilities with on-site cleaning service; or

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- (3) Construct or replace any privy, privy vault, septic tank system, cesspool, or other facility intended or used for the disposal of domestic or non-domestic wastewater if in the determination of the township, a public sanitary sewer is reasonably available.

(Ord. No. 297, § 1E, 1-27-2014)

Sec. 10-146. Well isolation distance restrictions.

Within either capture zone, no person shall cause or allow uses or activities that would violate the terms and conditions set forth in the document "Minimum Well Isolation Distances (From Contamination Sources and Buildings), Part 127, Act 368, P.A. 1978 and Act 399, PA 1976" as prepared by the MDEQEGLE, Drinking Water and Environmental Health Division (DWEHD)-water division, as it may be amended, which, for the purpose of this section, shall be deemed to apply to all persons, unless approved in writing by the township wellhead protection administrator.

(Ord. No. 297, § 1F, 1-27-2014)

Sec. 10-147. Determination of capture zone boundaries.

In determining whether a property is within a capture zone, the following shall apply:

- (1) Where a capture zone line that delineates the boundary of one or more zones passes through a property, the entire parcel shall be subject to the restrictions that apply to the more restrictive zone.
- (2) The township wellhead protection administrator or his or her designee shall have the authority to interpret the capture zone and determine where the boundaries of the different zones fall, if in dispute. Said interpretation may be appealed to the wellhead protection board of appeals, appointed by the township board.

(Ord. No. 297, § 1G, 1-27-2014)

Sec. 10-148. Continuation of existing facilities and land uses.

All facilities shall meet the requirements of the "performance standards" and/or shall prepare a spill contingency plan within two years from the adoption date of this article.

(Ord. No. 297, § 1H, 1-27-2014)

Sec. 10-149. Requirements regarding release of regulated substance.

- (a) Upon discovery of a release within a capture zone, the owner and person in control of the property on which a release occurred, as well as the person responsible for the release, shall take appropriate reasonable actions to mitigate the potential impact of the release on groundwater and remediate the release. Within 24-hours of such release, the owner or person responsible for the release shall notify the Township and the City of Kalamazoo Public Services Director. Remediation must be conducted in a timely manner and in accordance with applicable law. Wastes generated during remediation of a regulated substance release must be handled in accordance with all applicable legal requirements. Storage of these materials for a period of greater than ninety (90) days must be reported to, and approval obtained from, the township wellhead protection administrator.
 - (b) All releases shall be documented in writing and notice thereof shall be mailed to the township within ten (10) business days of said incident. Initial release notification shall include, at a minimum, the following:
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- (1) Location of the release (address, and name and phone number of property owner);
 - (2) Reporting party's name, address, email address, and phone(s) (if different from above);
 - (3) Emergency contact and phone;
 - (4) Description and photographs of the nature of the incident, including date, time, location, and cause of the incident; type, concentration, and volume of substance(s) released;
 - (5) Map showing exact release location, and relevant site features (i.e. paved area, storm sewer catch basins/inlets, water features, etc.), scale, and north arrow;
 - (6) All measures taken to clean up the release; and
 - (7) All measures proposed to be taken to reduce and prevent any future release.
- (c) The township wellhead protection administrator or his/her designee shall use the regulated substance release report to determine if and where any additional investigative work needs to be completed to assess the potential impact of the release. The owner or operator shall retain a copy of the written notice for at least three years.

(Ord. No. 297, § 1I, 1-27-2014)

Sec. 10-150. Inactive operations.

This section applies to any business or other operation ("operation") that is inactive, is within a capture zone, and at which there are regulated substances. For purposes of this section, "inactive" is defined to include those businesses or operations that are unoccupied and have no activity for at least thirty (30) days. Those who own or control such an inactive operation shall do the following:

- (1) Within seven (7) days of the operation becoming inactive, take such steps as necessary to secure the site such that vandals and all other persons cannot gain access to the regulated substances;
- (2) Within thirty (30) days of the operation becoming inactive, provide to the township wellhead protection administrator a document that identifies the site, the date of inactivity, the regulated substances that exist on site, and the name, address and telephone number of both the owner and the person in control of the site; and
- (3) Within six (6) months of the operation becoming inactive, remove all regulated substances from the site. This does not include those substances used for heating, cooling, or electrical lighting.

(Ord. No. 297, § 1J, 1-27-2014)

Sec. 10-151. Enforcement.

- (a) Whenever the township determines that a person has violated a provision of this article, the township may order compliance by issuing a written notice of violation to the responsible person/facility.
 - (b) If the township requires abatement of a violation and/or restoration of affected property, the notice shall set forth a deadline by which such action must be completed. Said notice may further advise that, should the violator fail to remediate or restore within the established deadline, the work will be performed by the township, with the resulting expense thereof charged to the violator.
 - (c) Nothing within this section shall limit the township's authority to seek injunctive relief and/or a search warrant allowing entry onto the premises and abatement of the violation to protect the public health, safety and welfare.
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(Ord. No. 297, § 1K, 1-27-2014)

Sec. 10-152. Variance/appeal rights.

- (a) If an owner of property within a capture zone believes the requirements of this article impose an unreasonable burden on the use of the owner's property, the owner may seek a variance from the township wellhead protection administrator (or his or her designee). Such a request must be in writing with enough detail to allow the township wellhead protection administrator to understand the situation and proposed variance. If the township wellhead protection administrator determines that additional information is needed, the request for additional information shall be made within 30 days of the owner's request. Within 30 days of the receipt of such additional information, or, if no such request is made, within 30 days of the owner's request, the township wellhead protection administrator shall issue a written response to the owner. The response shall grant, deny, or grant partial or different relief than was requested. A grant, partial or complete, may relieve the property owner from strict compliance of this article. Reasonable conditions may be imposed as part of such a grant. The township wellhead protection administrator shall be guided by the primary goal of protecting the municipal well fields without creating undue hardship upon the property owners affected.
- (b) Any person receiving a notice of violation or whose variance request has been denied in whole or in part may appeal the determination set forth within the notice or the variance decision to the township wellhead protection board of appeals by submitting a written notice of appeal to the township. The notice of appeal must be received by the township wellhead protection administrator within 30 days from the date of the notice of violation, with enough detail to allow the township wellhead protection board of appeals to understand the situation. Within 30 days of the receipt of such an appeal, the wellhead protection board of appeals shall set the matter for hearing. Notice of the hearing shall be given in writing to the applicant and to the City of Kalamazoo Department of Public Services Director. The applicant shall be given the opportunity to present evidence at the hearing in person or in writing or by representative. The board of appeals shall issue a written decision on the appeal. The township wellhead protection board of appeals' response shall affirm, reverse, or modify the notice of violation being appealed.
- (c) If the person who has made an appeal does not agree with the township wellhead protection board of appeals' decision, said person may appeal the matter by filing an appeal in the Kalamazoo Circuit Court, which may affirm, reverse or modify the decision being appealed. Such an appeal must be filed within 30 days of the township wellhead protection board of appeals' decision.

(Ord. No. 297, § 1L, 1-27-2014)

Sec. 10-153. Abatement/remedial activities by the township.

- (a) Any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense. The township is authorized to take any legal action necessary to abate, enjoin, or otherwise compel the cessation of such nuisance.
 - (b) The township may seek authority to enter the premises to take or may contract with others to take reasonable and necessary abatement or remedial activities whenever the township determines a violation of this article has occurred and that the responsible party cannot or will not timely correct the violation, or when no known responsible party exists. The responsible party shall reimburse the township for all reasonable expenses thus incurred by the township.
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(c) The remedies listed in this article are not exclusive of any other remedies available under any applicable ~~federal~~local, state, or ~~local~~federal law and it is within the discretion of the township to seek cumulative remedies.

(Ord. No. 297, § 1M, 1-27-2014)

Sec. 10-154. Violation and penalty.

Any violation of this article or any order made in accordance with this article constitutes a misdemeanor, punishable by a fine of not more than \$500.00 or imprisonment of not more than 90 days, together with repayment of costs incurred by the township in prosecuting the action; in abating the violation or seeking injunctive relief. Each day a violation exists shall be deemed to be a separate violation. A citation under this article may be issued by a sheriff's deputy, the township's ordinance enforcement officer or the township's wellhead protection administrator.

(Ord. No. 297, § 1N, 1-27-2014)

Secs. 10-155—10-170. Reserved.

ARTICLE VIII. VEGETATION AND NOXIOUS WEED CONTROL

Sec. 10-180. Title.

This article shall be hereby designated and referred to as the "Vegetation and Noxious Weed Control Ordinance." Within the following text, it may be referred to as "this article."

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-181. Purpose.

It is the purpose of this article to control noxious weeds and manage uncontrolled vegetation in the township. There are reasonable expectations regarding the elimination of noxious weeds and the proper maintenance of turf grass, uncontrolled plant growth, uncultivated vegetation, and duff on any lot, building site, or parcel of land. It is in the public's interests to provide standards regarding the maintenance of such vegetation which, if not met, can degrade the natural environment, threaten public health and safety, and negatively impact neighboring properties.

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-182. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Destroy means the complete killing of weeds or the killing of weed plants above the surface of the ground by use of chemicals, cutting, tillage, cropping system, or any or all of these in effective combination, at a time and in a manner as will effectually prevent the weed plants from maturing to bloom or flower stage.

Duff means the accumulation of leaves and dead plant material on the ground.

Garden means a cultivated area dedicated to growing vegetables, fruits, annual and perennial plants, ornamental grasses, and ground cover in a defined location.

Lawn means ground (as around a house) covered with turf grasses and other plants that is traditionally cut or mowed.

Native plants means those grasses (including prairie grasses), sedges (solid, triangular- stemmed plants resembling grasses), forbs (flowering broadleaf plants) that are native to the state of Michigan. Native plants do not include weeds.

Noxious weed means any plant defined or listed as prohibited or restricted under the Michigan noxious weed laws, which include noxious weed, Public Act 359 of 1941 and Michigan Seed Law, Public Act 329 of 1965, and specifically include ragweed (*Ambrosia elatior* 1), poison ivy (*Rhus toxicodendron*), poison sumac (*Toxicodendron vernix*), nettle (*Urtica dioica*), bittersweet night shade (*Solanum dulcamara*).

Planned native landscaping means a planned, intentional, and maintained planting of native plants. Planned native landscaping does not include any species of turf grasses.

Property owner means any person or entity with any ownership or possessory right or interest, including deed and land contract holders or mortgagees and any agent of the same.

Turf Grasses means grasses commonly used in regularly cut lawns or play areas including bluegrass, fescue or rye grass blends or any other similar grasses.

Uncontrolled plant growth means any non-woody vegetation like grass, hay, weeds, brush, or other vegetation which has grown to a height of over eight inches or is vegetation that conceals rubbish or filthy deposits, constitutes a fire hazard, restricts vision at street intersections or driveways, or is otherwise regarded as contrary to the public's health, safety, and welfare. Uncontrolled plant growth does not include:

- (1) Gardens,
- (2) Plants located on agricultural land,
- (3) Plants located on an undeveloped natural parcel/lot, except as required in section 10-184,
- (4) Plants located on shore land within 35 feet of the ordinary high-water mark,
- (5) Plants located within environmentally sensitive areas, or
- (6) Planned native landscaping that is wholly contained within the lot, building site, or parcel on which it is planted and maintained per section 10-185.

Uncultivated vegetation means vegetation not intentionally tilled, prepared or planted.

Undeveloped natural parcel/lot/building site means property that has been unaffected by infrastructure or construction on at least 90 percent of the parcel/lot/building site.

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-183. Weed commissioner.

- (a) *Appointment.* The ordinance enforcement officer of the township shall be appointed to serve as the "commissioner of noxious weeds" pursuant to 1941 PA 359, as amended. The person appointed as weed commissioner will be reported to the state department of agriculture within ten days of appointment per MCL 247.61.
 - (b) *Annual report.* Per MCL 247.67, the weed commissioner will make a written annual report before the first day of December to the state department of agriculture and the township board.
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(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-184. Control and management of vegetation and noxious weeds.

- (a) *Responsibility.* It shall be the responsibility of all property owners to:
 - (1) Destroy all noxious weeds found on their land.
 - (2) Cut and remove uncontrolled plant growth or uncultivated vegetation three feet from either the edge of the road pavement or back of the curb, or three feet from the back of the sidewalk, if present, and maintained so uncontrolled plant growth or uncultivated vegetation does not impede visual clearance of roadways.
 - (3) Maintain lawn areas below a height of eight inches.
 - (4) Manage duff and yard waste, particularly during the fall season (October through December), to minimize impacts, such as transference of leaves to neighboring properties and the attraction of pests.
- (b) *Neglect to control or manage.* If a property owner neglects to control or manage vegetation and noxious weeds as required, the ordinance enforcement officer shall:
 - (1) Destroy or have destroyed the noxious weeds.
 - (2) Cut and/or remove or cause the uncontrolled plant growth or uncultivated vegetation to be cut and/or removed.
 - (3) Mow or cause the lawn to be mowed.
 - (4) Remove or cause the removal of duff or yard waste.
- (c) *Exemption.* Per MCL 247.64, these requirements only apply to land within a subdivision in which buildings have been erected on 60 percent of the lots.
- (d) *Notification.* Property owners shall be notified of any violations related to this article per the requirements described in section 10-186: Enforcement process.
- (e) *Costs.* The cost to control or manage vegetation and noxious weeds shall be charged and assessed to the property owner as described in section 10-187: Costs of enforcement.

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-185. Planned native landscaping.

- (a) *Objective.* The township recognizes that some property owners may wish to preserve or restore native plants and wildlife habitats, which can be economical, low-maintenance, and effective for water and soil conservation. While important to natural habitats, native plantings can appear unmanaged and/or uncontrolled in a residential setting. The following requirements are intended to allow planned native plantings while balancing the interests of neighboring property owners.
- (b) *Requirements.*
 - (1) Turf grass is to be eliminated within planned native landscaped area of the property.
 - (2) A front yard setback area of three feet from either the edge of the road pavement or the back of the curb, or back of the sidewalk, if present, shall include a three-foot to six-foot vertical area that is clear of plantings. The setback shall be regularly maintained to ensure visual clearance along the roadway.

Side and rear yards shall be maintained so planned native landscaping does not encroach onto neighboring properties.

- (3) Planned native landscaping that utilizes fire for the control of duff management must follow the permitting requirements of the township fire department.
- (c) *Yard maintenance.* Planned native landscaping is not intended to allow a property owner to ignore established turf lawn care or other yard maintenance.

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-186. Enforcement process.

- (a) *Ordinance enforcement officer responsibilities.* The ordinance enforcement officer shall be responsible for resolving concerns related to the control and management of vegetation and noxious weeds in violation of this article and shall continually apply such remedies or treatments best calculated to prevent its spread and to eradicate the same.
- (b) *Investigation process.*
 - (1) *Complainant.* If a person or persons believes a violation of this article exists, a complaint must be made with the ordinance enforcement officer with the name and address of complainant(s) given so a response can be provided. If the complainant(s) request(s) anonymity, their identity(ies) shall not be disclosed.
 - (2) *Investigation.* If a complaint is submitted or the ordinance enforcement officer, during the administration of regular duties, identifies a concern, the property in question shall be inspected.
 - (3) *Determination of compliance for a complaint.* If the ordinance enforcement officer determines the property meets the regulations and is not in violation of this article, said officer will notify the complainant(s) who will have the right to appeal the officer's decision. In exercising the right to appeal, the complainant(s) forfeit(s) the right to remain anonymous.
 - (4) *Determination of noncompliance.* If the ordinance enforcement officer determines the property does not meet the regulations of this article and a violation exists, said officer will notify the owner(s) of the property by first class mail with return receipt requested. If a complaint was filed, the complainant(s) will also be notified of the ordinance enforcement officer's determination. The property owners will have 14 days to come into compliance with this article. The notice shall describe the reasons for the violation, methods of treating and eradicating the vegetation and noxious weeds, a summary of the requirements of this article and MCL 247.64, the penalties for failure to comply, and the right to appeal.

In the event the owner(s) cannot be established or notified as required, after due diligence to do so, substitute notice can be given by first class mail with return receipt requested to the occupants of the premises detailing the 14 days to come into compliance.

To facilitate the control or removal of vegetation and noxious weeds on a vacant, unoccupied property, a notice will be placed in a newspaper of general circulation during the month of March stating that noxious weeds may be cut by the township and charged to the owner of the property if not removed by May 1 of that year. The ordinance enforcement officer, or their agent will have uncontrolled vegetation and noxious weeds removed when the property owner of the vacant property cannot be determined or located. Such notice shall be deemed in compliance with the notice requirements of the article.

-
- (5) *Appeal.* The complainants and/or property owner(s) will have 14 days from date of written notification, provided by first class mail, to appeal the ordinance enforcement officer's decision to the township board.
- (6) *Ongoing violations.* If the ordinance enforcement officer is required to perform the enforcement process and have noxious weeds removed or vegetation controlled for the same property more than twice between May 1st through December 31st, any subsequent enforcement actions will begin with the removal of noxious weeds and control of vegetation. No further notifications of violation will be provided. Notice will be given during the second enforcement process that further violations of this article will result in immediate action by the ordinance enforcement officer to remove noxious weeds and control vegetation.
- (c) *Appeal process.*
- (1) *Letter of appeal.* An appeal letter must be provided to the township board stating the reasons for the appeal. The letter shall be submitted to the township clerk who will schedule the appeal on the next available township board agenda, but not later than 21 days from appeal submission.
- (2) *Public hearing.* The township board shall conduct a public hearing on the appeal and shall hear comments from the ordinance enforcement officer, the applicant, and any interested parties before rendering an opinion as to whether the property in question is in violation of this article.
- (3) *Public notice.* A notice of the public hearing shall be sent by first class mail to the party(ies) involved at least five business days prior to the hearing, including the property owner and any complainant.
- (4) *Determination.* A determination resulting from the public hearing shall be sent to the party(ies) involved within ten days of the decision. If it is determined that the property is in violation of this article, the property owner must correct the violation within 14 days of the township board decision.

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-187. Costs of enforcement.

- (a) *Expenses incurred.* If the violation is not resolved within the time periods specified herein, the ordinance enforcement officer may enter upon such land of owner and destroy, cut, and/or remove the vegetation and growth thereon or cause the same to be destroyed, cut, and/or removed by such other person or agent appointed by the officer. All expenses incurred shall be paid by the owner(s) of such land. In addition, an administration fee, the amount of which shall be determined by the township board from time to time by resolution, shall be paid by the owner(s) of such land.
- (b) *Expense approval.* Per MCL 247.65, the ordinance enforcement officer shall not have the power to expend, in work or materials, more than \$25.00 on any one tract of property without the consent, in writing, of the township superintendent. ~~The ordinance enforcement officer will seek approval in the month of March for the maximum allotment of expenditure on an annual basis per tract of property for each instance of required destruction, cutting, or removal of vegetation and noxious weeds.~~
- (c) *Lien.* The township shall have a lien upon land for expense and fee, for which the township has entered upon to control or manage vegetation and noxious weeds. The lien shall be enforced in the manner provided by law for the enforcement of construction liens. In addition to the foregoing, the township may bring an action in law or in equity against the owner(s) in any court of competent jurisdiction for the collection of said debt. This remedy shall be cumulative and not the exclusive remedy of the township.

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-188. Violations and penalties.

In addition to the expenses noted in section 10-187, the refusal of an owner to comply with this article shall constitute a municipal civil infraction. Upon determination of responsibility, the property owner, in addition to any other remedy (including injunctive relief), shall pay a fine according to the following schedule [in section 18-62\(a\)](#).

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First offense \$100.00

Second offense within one year of the first offense \$200.00

Third offense within one year of the second offense \$350.00

Fourth offense and each subsequent offense \$500.00

(Ord. No. 361, § 1, 7-12-2021)

Sec. 10-189. Validity and severability.

Should any section, clause, or provision of this article be declared by the courts to be invalid, the same shall not affect the validity of the article as a whole or any part thereof, other than the part so declared to be invalid.

(Ord. No. 361, § 1, 7-12-2021)

Chapter 12 FIRE PREVENTION AND PROTECTION¹²

ARTICLE I. IN GENERAL

Secs. 12-1—12-30. Reserved.

ARTICLE II. UNIFORM FIRE CODE¹³

Sec. 12-31. Title.

This article shall be known and cited as the "Texas Charter Township Uniform Fire Code Ordinance."

(Ord. No. 279, § I, 3-14-2011)

¹²Cross reference(s)—Buildings and building regulations, ch. 6; water supplies and fire hydrants, § 12-40.

State law reference(s)—State fire prevention code, MCL 29.1 et seq.; crimes related to fires, MCL 750.240 et seq.; crimes related to explosives and bombs, MCL 750.200 et seq.; explosives act, MCL 29.41 et seq.

¹³Editor's note(s)—Sections I—XI of Ord. No. 279, adopted March 14, 2011, has been treated as superseding the provisions of former art. II, Fire Prevention Code, §§ 12-31—12-48. See Code Comparative Table for complete derivation.

Sec. 12-32. Purpose.

This article is adopted pursuant to the authority vested in townships by section 1 of 1945 PA 246, as amended (MCL 41.181), and section 5 of 1951 PA 33, as amended (MCL 41.805), the purpose of which article is to adopt a Uniform Fire Code with annexes, index, and amendments thereto; to prescribe regulations for the safeguarding to a reasonable degree of life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises.

(Ord. No. 279, § II, 3-14-2011)

Sec. 12-33. Adoption of NFPA 1/Uniform Fire Code, 2009 edition.

A certain document or booklet, which is marked and entitled as "NFPA 1/Uniform Fire Code, 2009 edition" and the annexes and index thereto, said Code being published by the National Fire Protection Association, official copies of which are on file in the office of the township clerk and which may be examined by the general public during regular business hours or by appointment, is hereby adopted by reference as if fully set forth herein. Each and all of the regulations, provisions, penalties, conditions and terms thereof, except as they may hereafter be modified, shall be deemed adopted and made a part hereof by this reference as if fully set forth in this article.

(Ord. No. 279, § III, 3-14-2011)

Sec. 12-34. Conflicts.

Section 1.3.3 of the said NFPA 1/Uniform Fire Code, 2009 edition, regarding "conflicts" is hereby amended to add section 1.3.3.3 as follows:

1.3.3.3. Where a conflict between this document and the Michigan Construction Code occurs, the specific requirements of the Michigan Construction Code shall apply.

(Ord. No. 279, § IV, 3-14-2011)

Sec. 12-35. Board of appeals.

Section 1.10.1.1 of the said NFPA 1/Uniform Fire Code, 2009 edition, is hereby amended to read as follows:

1.10.1.1. A Board of Appeals shall be established consisting of members and alternate members who shall be appointed by the Charter Township of Texas Board of Trustees by reason of education, experience, and knowledge and are deemed to be competent to sit in judgment on matters concerning this Code and its enforcement.

(Ord. No. 279, § V, 3-14-2011)

Sec. 12-36. Open fires.

Section 10.11 of the said NFPA 1/Uniform Fire Code, 2009 edition, is hereby amended by the deletion of subsections 10.11.1 through 10.11.9 thereunder and by the addition of the following language:

10.11 Open fires, incinerators and commercial fireplaces shall be regulated by separate Township Ordinance.

(Ord. No. 279, § VI, 3-14-2011)

Sec. 12-37. Fire protection systems.

A new section designated 13.1.13 is hereby added to the NFPA 1/Uniform Fire Code, 2009 edition to read, in its entirety, as follows:

13.1.13 Signage on Fire Department Connections. Fire Department Connections (FC) shall be signed/marked so as to be easily identified at the time of an emergency. Signage shall be white on red reflective signage and letters shall be at least 6 inches in height and approved by the AHJ.

(Ord. No. 279, § VII, 3-14-2011)

Sec. 12-38. Existing apartment buildings.

Section 13.7.2.12.1 of the said NFPA 1/Uniform Fire Code, 2009 edition, is hereby amended to read as follows:

13.7.2.12.1 Apartment buildings with more than two stories or with more than 15 dwellings units, other than those meeting 13.7.2.12.2 shall be provided with a fire alarm system in accordance with Section 13.7 and NFPA 101, except as modified by 31.3.4.2 through 31.3.4.6 of NFPA 101. (101:31.3.4.1.1)

(Ord. No. 279, § VIII, 3-14-2011)

Sec. 12-39. Water supplies and fire hydrants.

A new section designated 18.3.4.2 is hereby added to NPPA 1/Uniform Fire Code, 2009 edition, to read, in its entirety, as follows:

18.3.4.2 Fire Hydrant and Stand Pipe Signage. All fire hydrants shall be identified by signage as utilized by the local water provider or approved by the AHJ. Stand Pipes shall be identified as such by signage approved by the AHJ.

(Ord. No. 279, § IX, 3-14-2011)

Sec. 12-40. Means of egress inspection.

Section 20.1.4. of the said NFPA 1/Uniform Fire Code, 2009 edition, is hereby amended to add section 20.1.4.8, as follows:

20.1.4.8. Means of Egress Inspection. The building owner or agent of all Public Assembly Occupancies shall inspect the means of egress to ensure it is maintained free of obstructions, and correct any deficiencies found, prior to each opening of the building to the public and prepare and maintain records of the date and time of each inspection on approved forms, listing any deficiencies found and actions taken to correct them.

(Ord. No. 279, § X, 3-14-2011)

Sec. 12-41. Violations.

Any person, firm, association, partnership, corporation, or governmental entity who violates any of the provisions of this article or the Uniform Fire Code adopted hereunder shall be deemed to be responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by civil fine determined in accordance with the following schedule [in section 18-62\(a\)](#).

	Minimum Fine	Maximum Fine
1st offense within 3-year period*	\$75.00	\$500.00
2nd offense within 3-year period*	150.00	500.00
3rd offense within 3-year period*	325.00	500.00
4th or more offense within 3-year period*	500.00	500.00
*Detailed description of offense in Article 18.01(c)		

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Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which the Charter Township of Texas has incurred in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the Charter Township of Texas shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this article. Each day that a violation of this article exists shall constitute a separate violation of this article.

(Ord. No. 279, § XI, 3-14-2011)

Secs. 12-42—12-70. Reserved.

Chapter 18 LAW ENFORCEMENT¹⁴

ARTICLE I. IN GENERAL

Secs. 18-1—18-30. Reserved.

ARTICLE II. ORDINANCE ENFORCEMENT OFFICER¹⁵

Sec. 18-31. Office established.

There is hereby established the office of ordinance enforcement officer within the township.

(Comp. Ords. as Rev. 12-1999, § 12.101)

¹⁴Cross reference(s)—Administration, ch. 2; offenses, ch. 20; traffic and motor vehicles, ch. 30.

State law reference(s)—Law enforcement officers training council act, MCL 28.601 et seq.; minimum employment standards, MCL 28.609.

¹⁵Cross reference(s)—Officers and employees, § 2-61 et seq.

Sec. 18-32. Appointment.

The township board is hereby authorized by resolution, at any regular meeting of the board, to appoint any person to the office of ordinance enforcement officer for such term as may be designated in such resolution. The township board may further, by resolution, remove any person from such office, in the discretion of the board.

(Comp. Ords. as Rev. 12-1999, § 12.102)

Sec. 18-33. Enforcement generally.

The ordinance enforcement officer is hereby authorized to enforce all ordinances of the township, whether heretofore or hereafter enacted, and whether such ordinances specifically designate a different official to enforce the ordinances or do not designate any particular enforcing officer. Where a particular officer is so designated in any such ordinance, the authority of the ordinance enforcement officer to enforce the ordinance shall be in addition and supplementary to the authority granted to such other specific officer. The authority of such ordinance enforcement officer shall also be in addition and supplementary to the authority vested in the township supervisor by state statute. The ordinance enforcing authority of the township supervisor and the other officers specifically designated in any township ordinance shall continue in full force and effect and shall in no way be diminished or impaired by the terms of this article.

(Comp. Ords. as Rev. 12-1999, § 12.103)

Sec. 18-34. Authorized ordinance enforcement duties.

The ordinance enforcement duties authorized in this article shall include, among others, the following:

- (1) Investigation of ordinance violations; issuing and serving appearance tickets as authorized under Public Act No. 147 of 1968 (MCL 464.9c);
- (2) Issuing and serving municipal civil infraction citations and municipal ordinance violation notices as authorized under Public Act No. 12 of 1994 (MCL 600.8701 et seq.), as it may be amended from time to time;
- (3) Appearance in court or other judicial or quasi-judicial proceedings to assist in the prosecution of ordinance violators; and
- (4) Such other ordinance enforcing duties as may be delegated by the township supervisor or assigned by the township attorney.

(Comp. Ords. as Rev. 12-1999, § 12.104)

Sec. 18-35. Authority.

The ordinance enforcement officer is hereby declared to be a police officer and peace officer under the authority of Public Act No. 246 of 1945 (MCL 41.181 et seq.) and Public Act No. 81 of 1989 (MCL 41.801 et seq.).

(Comp. Ords. as Rev. 12-1999, § 12.105)

Secs. 18-36—18-60. Reserved.

ARTICLE III. MUNICIPAL ORDINANCE VIOLATIONS BUREAU

Sec. 18-61. Establishment.

The township hereby establishes a municipal ordinance violations bureau pursuant to Public Act No. 12 of 1994 (MCL 600.8396), as it may be amended from time to time, to accept admissions of responsibility for municipal civil infractions for which municipal ordinance violation notices have been issued and served by authorized officials, and to collect and retain civil fines for such admissions as prescribed in this article.
(Comp. Ords. as Rev. 12-1999, § 12.302)

Sec. 18-62. Civil fines.

(a) Unless a different schedule of civil fines is provided for by any ordinance, the following schedule of civil fines payable to the municipal ordinance violations bureau for admissions of responsibility by persons served with municipal ordinance violation notices shall apply:

	Fine Per Day Minimum Fine	Maximum Fine
First offense within three-year period*	\$ 75.00 200.00	\$500.00
Second offense within three-year period*	\$350.00 150.00	500.00
Third offense within three-year period*	325.00 500	500.00
	500.00	500.00

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*Determined on the basis of the date of commission of the offense(s).

(b) Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which the township has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this Code. Each day that a violation of this Code continues to exist shall constitute a separate violation of this Code.

(Comp. Ords. as Rev. 12-1999, § 12.303)

Sec. 18-63. Ordinance violation notice requirements and admission of responsibility.

Any person receiving any municipal ordinance violation notice shall be advised on the notice as to all matters required by law including, at a minimum, the offense, the time within which the person must contact the municipal ordinance violations bureau for purposes of admitting or denying responsibility, and the consequences for failure to pay the required fine or to contact the municipal ordinance violations bureau within the required time. Such person may admit responsibility for such violation before the clerk of the municipal ordinance violations bureau or other designated township employee within the bureau. Upon accepting such admission of responsibility, the clerk or other designated employee shall collect from the person the civil fine for such violation as provided in this article. The clerk of the municipal ordinance violations bureau shall be a township employee and shall be appointed to such position by resolution of the township board.

(Comp. Ords. as Rev. 12-1999, § 12.304)

Sec. 18-64. Denial of responsibility.

With respect to any person who fails to admit responsibility and pay the required civil fine within the designated time period, the clerk or other designated township employee within the municipal ordinance violations bureau shall advise the complainant to issue and file a municipal civil infraction violation citation for such violation with the court for the Eighth Judicial District of the state or such other court having jurisdiction of the matter. The citation filed with the court need not comply in all particulars with the requirements for citations as provided by sections 8705 and 8709 of Public Act No. 12 of 1994 (MCL 600.8705, 600.8709), but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation. A copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The violation shall thereafter be processed as a municipal civil infraction as provided by law.

(Comp. Ords. as Rev. 12-1999, § 12.305)

Sec. 18-65. Accounting of civil fines.

The municipal ordinance violations bureau clerk or other designated employee shall retain all municipal ordinance violation notices, shall account to the township board once a month concerning the number of admissions and denials of responsibility made concerning municipal civil infractions and the amount of fines collected. The amounts collected in civil fines shall be turned over to the township treasurer to be placed in the general fund of the township.

(Comp. Ords. as Rev. 12-1999, § 12.306)

Sec. 18-66. Availability of other enforcement remedies.

Nothing in this article shall be deemed to obligate the township to initiate its ordinance enforcement activity through the issuance of a municipal ordinance violation notice. The township shall have the right to directly proceed with the issuance of a municipal civil infraction citation for any municipal civil infraction or to take such other enforcement action as is authorized by law.

(Comp. Ords. as Rev. 12-1999, § 12.307)



**CHARTER TOWNSHIP OF TEXAS
NOTICE OF ADOPTION OF ORDINANCE NO 381:**

**An Ordinance amending Chapter 2: Administration, Chapter 8: Community Development,
Chapter 10: Environment, Chapter 12: Fire Prevention and Protection, and Chapter 18:
Law Enforcement of the Township Code.”**

PLEASE TAKE NOTICE that at its meeting on January 12, 2026, the Township Board adopted Ordinance No. 381 entitled “An Ordinance amending Chapter 2: Administration, Chapter 8: Community Development, Chapter 10: Environment, Chapter 12: Fire Prevention and Protection, and Chapter 18: Law Enforcement of the Township Code.”

The Ordinance amends: **Chapter 2, Article IV, Sections 2-142-2-143; and 2-162-164** – Updates language related to eligibility, vesting, and administrative components of health insurance and retirement plans; **Chapter 2, Article V, Sections 2-214 and 2-223** – Removes old Planning Commissioner terms and clarifies CIP process; **Chapter 8, Article III, Section 8-37** – Clarifies Superintendent as intermediary contact between DDA and Township Board for budget process; **Chapter 10, Article III, Section 10-63** - Updates noise standards to match existing requirements of the Zoning Ordinance;

Chapter 10, Article IV, Section 10-94 - Updates sanctions for Litter to reflect revised municipal civil infractions fee schedule; **Chapter 10, Article V, Section 10-127** – Updates sanctions and enforcement for Vehicle Storage and Repair to reflect revised municipal civil infractions fee schedule; **Chapter 10, Article VI, Sections 10-141-155** – Updates wellhead protection language to reflect minor changes;

Chapter 10, Article VIII, Section 10-188 – Updates Violations and Penalties for Vegetation and Noxious Weed Control to reflect revised municipal civil infractions fee schedule; **Chapter 12, Article II, Section 12-41** – Updates violations for Fire Prevention and Protection to reflect revised municipal civil infractions fee schedule; and **Chapter 18, Article III, Section 18-62** – Updates municipal civil infractions fee schedule.

A true copy of the ordinance is available in its entirety, is available for inspection at the office of the Township Clerk, 7227 West Q Avenue, Kalamazoo, MI 49009 and is posted on the Township website at www.texastownship.org.

Emily Beutel, Clerk
Texas Township Hall
7227 West Q Avenue
Kalamazoo, MI 49009
(269) 375-1591



BOARD AGENDA ITEM

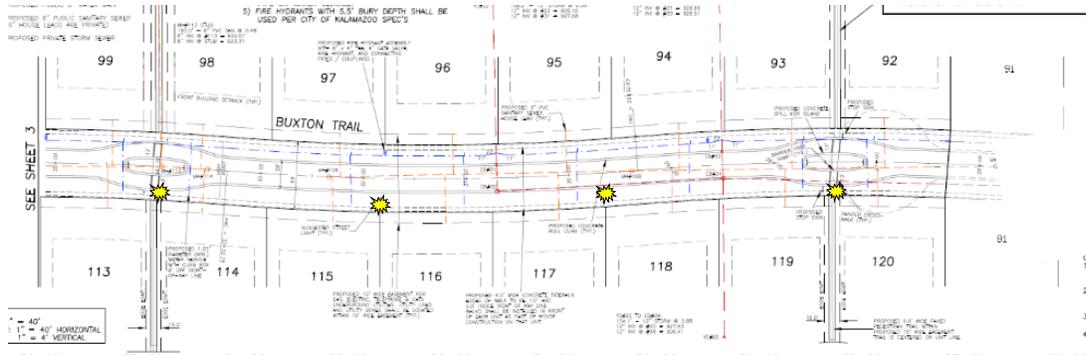
BOARD MEETING DATE:	January 26, 2026
DEPARTMENT/COMMITTEE:	Planning and Zoning
SUBJECT:	Final Approval of Applegate Pointe Phase 4, Site Condominium; Property No. 3909-12-251-061
SPECIFIC ACTION REQUESTED:	Consideration of Step 3 Final Approval for Applegate Pointe Phase 4 Site Condominium Plan to allow the issuance of building permits
TIME FRAME:	Immediate
NEW OR RENEWAL:	New

OTHER PERTINENT INFORMATION:

Applicant, Westview Capital, LLC is requesting final approval (Step 3) from the Township Board for Applegate Pointe Phase 4, a site condominium residential development approved in four (4) phases. This is the final phase for Applegate Pointe. This project is situated between Texas Drive and South 12th Street. The project totals 13 acres and includes 29 single family dwellings. Public water main, sanitary sewer, private roads, and storm sewer are approved for this development. A Step Three approval confirms that the site is prepared and ready for individual residential buildout. As is typical in condominium developments, the street trees and sidewalks will be installed on an individual unit basis. Westview Capital is providing a surety for street trees, sidewalks, pathways, curbs, ramps, and landings, median island landscaping, and front lot property corners. A sidewalk deferment agreement will also be required.

Motion for Consideration: I move to approve the Step 3 As-Built Plans and all associated site condominium documents for Applegate Pointe Phase 4 conditioned on the following being completed:

1. The surety bond in the amount of \$105,144 is accepted by the Township for street trees, sidewalks, unit corner staking, and landscaping. The surety bond will expires on January 12, 2031.
2. An executed and recorded sidewalk deferment agreement between the developer and the Township provided to the Township prior to the issuance of building permits.



B. Step 2 Conditions

Step 2 approval was granted on October 22, 2024, by the Township Planning Commission, and included the following conditions:

1. *Approval of the proposed landscape medians within Buxton Trail as they are consistent with approvals for Phases 1, 2 and 3 of Applegate Pointe and both the Fire Department and Township Engineer have reviewed and approved the proposed street layouts.*
2. *An SESC Permit from the County is obtained, and documentation be provided to the Township.*
3. *The Developer will work with Prein & Newhof to finalize public sanitary sewer design and submit for the EGLE permit.*
4. *The Developer and Prein & Newhof will continue to work with the City of Kalamazoo to finalize the public water main design and submit for the EGLE permit.*
5. *The Developer must obtain EGLE permits for the Public Sanitary Sewer and Water Main designs. Documentation must be provided to the Township.*

All conditions have been met.

C. Additional Ordinance Requirements

In addition to the items noted above, the Site Condominium Ordinance requires the following:

1. Roads

Roads within this development are private and have been reviewed and approved by the Township Engineer. A (site planning) site inspection occurred on December 17, 2025, and confirms that the final asphalt layer on the roadways is installed.

2. Sewer

Prein and Newhof, Township Engineers, have completed their review and sanitary sewer is complete and is ready for connection. The sanitary sewer easement provided has been recorded with the County.

3. Water

Public water main has and reviewed approved by City of Kalamazoo. The water main easement has been recorded with the County. Fire hydrants have been installed.

4. Storm Water

The storm water facility for Phase 4 is at the northeast corner of this development. This facility was reviewed and approved with Phase 2 Storm Water construction plans. Storm sewer piping has been installed. The storm water ponds were constructed during Phase 2 of this development and appear to be working well and are stabilized.

5. Streetlights

Six (6) - twenty (20) foot streetlights (same light fixtures as used in Phases 1-3) will be installed in Phase 4. None of the other utilities have been constructed within the rights-of-way of the development. Westview Capital prefers Consumers Energy to be the first to install their infrastructure, and they have a signed contract for this work (attached). The Township will sign a contract with Consumers for the streetlights' energy usage after installation so they can be included in the street lighting district. The Township's combined street lighting district assesses each benefiting parcel for their fair share of the ongoing street lighting costs. The township will bill the Developer a pro-rated usage charge for this development until individual parcels are constructed.

6. Sidewalks and Pathway

Four (4) foot sidewalks are proposed on both sides of the private roads. The applicant will install sidewalks abutting each individual lot as they are built upon. To defer the installation of the sidewalks, Westview will be required to sign a sidewalk deferment agreement with the Township. Per ordinance, the sidewalk deferment is valid until the total number of constructed lots/sites in the phase reaches 85% of the total number of lots/sites in the development (25 of the 29 lots/sites) or five years after the date of Step Three approval (January 12, 2031). At that time, the remaining sidewalk network shall be installed by the developer.

7. Landscaping and Street Trees

A separate landscape plan has not been submitted for Phase 4, however, landscape improvements to the median islands on Buxton Trail are proposed. The Developer has budgeted \$7,000 for the landscaping and proposes to plant later this year for the best chance of survival. This cost may be added to the surety bond.

8. Street Trees

Per ordinance requirements, street trees are required. The developer is proposing to plant trees as individual lot/site is constructed. One (1) street tree per Unit will be planted to meet the Township's requirements.

The developer has provided a surety to cover the 29 street trees.

9. Monuments

The rear unit corner monuments have been installed. The front unit corner monuments will be installed after Consumers has installed their gas and electric service lines. This is another item that can be included in a surety bond, if approved by the Township Board.

10. Master Deed and Associated Documents

The Master Deed and public water and sewer easements have been recorded.

11. Surety

The applicant has provided the following numbers for a surety bond:

Item	Total Cost
Sidewalks – 36,197 linear feet x 6 x 3.5.	\$44,422
Linear Path	\$924
Unit corner staking	\$2,000
Street Trees – 29 trees @ \$350 each	\$10,150
Curbs, Ramp, Landings	\$5,600
Landscape median	\$7,000
Preliminary total:	\$70,096
Multiplied by 1.5	\$105,144

The preliminary total for deferred improvements comes to \$70,096. With the required 150 percent increase outlined in Township policy, a surety of \$105,144 is required.

D. Summation

If the Township Board is considering Step 3 approval, staff recommends the following motion and conditions:

Sample Motion: Motion to approve the Step 3 As-Built Plans and all associated site condominium documents for Applegate Pointe Phase 4 conditioned on the following being completed:

1. The surety bond in the amount of \$105,144 is accepted by the Township for street trees, sidewalks, unit corner staking, and landscaping. The surety bond will expire on January 12, 2031.
2. A sidewalk deferment agreement between the developer and the Township should be executed and an unofficial copy provided to the Township prior to the issuance of building permits. Official copy to be provided when received by Kalamazoo County.

PERSON SUBMITTING: Kelly McIntyre
 Planner Director



RESIDENTIAL DEVELOPMENT APPLICATION – STEP 3 PLANNING COMMISSION

APPLICATION FORM

Please review the [Texas Township ClearZoning Ordinances](#) that pertain to your project prior to submission of your application.

PROPERTY AND DEVELOPMENT INFORMATION

Please Select Development Type:

Site Condominium Plat PUD (Requires SEU Application)

Proposed Community Name: Applegate Pointe Phase 4

Subject Parcel Street Address: _____

Subject Parcel Number: 3909- 12 - 251 - 061

Area of Subject Property: Acres: 13.1 +/- - OR - Square Feet: _____

Current Zoning District: R-2 Current Use of Property: Vacant -> Res

Legal Description (per deed of record Kal. Co. Register of Deeds): **Please attach.** See MD (Title Insurance Policy)

General Description of Proposed Development

29 New Site Condominium Units for Single Family Homes Within the Applegate Pointe Neighborhood (Units 92-120)

Total Number of Units Proposed: _____

APPLICANT INFORMATION (Identify the person or organization requesting the Step ³ review.)

Applicant Name: John Lovely

Organization: Michiana Land Development, LLC / Allan Edwin Homes

Email: jlovely@allanedwin.com Phone: 269-391-0542

Mailing Address: 2136 E Centre Avenue

City: Portage State: MI Zip: 49002

Applicant Interest: Property Owner Purchaser by Option of Purchase Agreement
 Owner Agent Purchaser by Land Contract



RESIDENTIAL DEVELOPMENT STEP 3 APPLICATION

7227 West Q Ave
Kalamazoo, MI 49009
P: 269.375.1591
F: 269.375.0791
www.texas-township.org

LEGAL OWNER INFORMATION Check here if the applicant is also the property owner.

Legal Owner of Parcel: _____

Legal Owner's Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

REPRESENTATIVE INFORMATION N/A

Representative Name: _____

Organization: _____

Email: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

I (we), the undersigned do hereby submit one packet that includes: completed and signed application, plat or condominium plan and any other necessary drawings, supporting documentation, review fee, and escrow for the purpose of obtaining review from the Planning Commission. In making this application, I (we) acknowledge that the Township Planning Commission has discretion to impose reasonable terms and conditions as a provision of any considered approval.

In making this application, I (we) acknowledge that the Planning Commission will review this application at a public meeting, that I (we) or a representative on my (our) behalf will be expected to attend the public meeting to provide information and answer questions, and that the meeting will be open to all interested persons who desire to attend. I (we) also grant permission to any Texas Township official or representative to enter and inspect the subject property for purposes related to this application.

Signature of Legal Property Owner: John Farvelty Date: 11/17/2025

Signature of Applicant: _____ Date: _____

Office Use Only:
Date Received: _____ Time: _____ Received By: _____
App Fee Paid: \$ _____ Check #: _____ Escrow Fee Paid: \$ _____ Check #: _____

***Please review the [Texas Township ClearZoning Ordinances](#) prior to submission of your application. ***



RESIDENTIAL DEVELOPMENT STEP 3 APPLICATION

7227 West Q Ave
Kalamazoo, MI 49009
P: 269.375.1591
F: 269.375.0791
www.texastownship.org

REVIEW REQUIREMENTS CHECKLIST

Please complete this worksheet to verify that the residential development plan materials you submit meet the Township Board's expectations for a concise and complete Step 3 review of as-built drawings. Our review process provides opportunities for revisions, however, if we resolve missing information early then we can reduce handling time and unnecessary deliberations or delays.

Document Preparation

Each sheet, in its title block, should have an appropriate scale, north arrow, preparation date, title, sheet number, and the entity responsible for preparation of the sheet. Revisions should be dated in the title block and 'bubbled' on each sheet in color. Details may be on separate sheets.

SUBJECT PROPERTY INFORMATION and SURVEY

- Location of subject property in relation to surrounding streets, including dimensions
- The legal description of the subject property
- Existing elevation contours of the subject property and all land within 200' of the subject property
- Existing rights-of-way with dimensions
- Easements on and within 200' feet of the subject property

STEP 2 APPROVAL

- Evidence that all conditions from Step 2 approval have been incorporated into the plans

LANDSCAPING

- Specify the location and use of open spaces on the plan
- Proposed alteration of natural features
- Finished grades
- Location of required right-of-way trees

UTILITIES / INFRASTRUCTURE

- Electrical, cable, and fiber lines with construction details
- Water and sanitary sewer lines with construction details

MASTER DEED

- Copy of final Master Deed documents

FIRE and EMERGENCY ACCESS

- Location of fire hydrants
- Refer to Texas Township Fire Department documents for requirements

GRADING and STORMWATER

- Proposed graded elevation contours
- Detention and retention areas
- Stormwater calculations for a 3" dispersal over all surfaces
- Drainage easements and districts

***Please review the [Texas Township ClearZoning Ordinances](#) prior to submission of your application. ***



RESIDENTIAL DEVELOPMENT STEP 3 APPLICATION

7227 West Q Ave
Kalamazoo, MI 49009
P: 269.375.1591
F: 269.375.0791
www.texastownship.org

CIRCULATION (vehicular and pedestrian traffic)

- Rights-of-way with road construction details
- Identification sign, directional signage, wayfinding, and pavement markings
- Sidewalks and trails with construction details, showing connections and future connections
- That sidewalks/trails have been constructed within the common areas of the development
- Provide Cross Access Agreements for required proposed and future connections, if required
- Barrier free ramp/transition details with ADA required elements

LOT/BUILDING SITE INFORMATION (including all appropriate dimensions)

- Dimensions of all lots/building sites
- Setback information showing buildable area for each lot/building site
- How corner lots access internal roads
- Proof that monuments have been set *Only Rears*

PHOTOMETRICS

- Lighting fixture locations with construction details

AGENCY APPROVALS

Documentation of required government agency approvals of constructed infrastructure **MUST** be provided, which may include:

- Road Commission of Kalamazoo County *N/A*
- City of Kalamazoo for water and sewer
- City of Portage for sewer
- Kalamazoo County Drain Commission *N/A*
- Kalamazoo County Environmental Health Department for onsite septic systems *N/A*
- Department of Environment, Great Lakes, and Energy *N/A*

SURETY

- For landscaping and sidewalks that have not been constructed

IMPORTANT NOTES

- Staff will conduct a cursory review and if elements listed in this checklist have not been addressed the application will not be accepted for further review.
- An incomplete plan set will not be accepted for review.
- There are no exceptions to deadline requirements.

Signature of Applicant or Representative: *John Jacoby*

Date: *11/17/2025*

***Please review the [Texas Township ClearZoning Ordinances](#) prior to submission of your application. ***

APPLEGATE POINTE PHASE 4 PROPOSED SURETY BOND AMOUNT

4' WIDE SIDEWALK = 3,173 LF X \$21.00 PER LF = \$66,633.00

UNIT BREAKDOWN: 92 = 107 LF, 93 = 107 LF, 94 = 110 LF, 95 = 110 LF, 96 = 110 LF, 97 = 110 LF, 98 = 107 LF, 99 = 107 LF, 100 = 110 LF, 101 = 110 LF, 102 = 110 LF, 103 = 112 LF, 104 = 47 LF, 105 = 44 LF, 106 = 111 LF, 107 = 110 LF, 108 = 113 LF, 109 = 240 LF, 110 = 110 LF, 111 = 110 LF, 112 = 110 LF, 113 = 107 LF, 114 = 107 LF, 115 = 110 LF, 116 = 110 LF, 117 = 110 LF, 118 = 110 LF, 119 = 107 LF, 120 = 107 LF

6' WIDE SIDEWALK (FOR PATH) = 44 LF X \$31.50 PER LF = \$1,386.00

CURB RAMPS & LANDINGS = 4 X \$1,400.00 = \$5,600.00

STREET TREES = 29 @ \$350 EACH = \$10,150.00

FRONT MONUMENTS = 29 = \$2,000.00

MEDIAN ISLAND LANDSCAPING = \$3,500.00 X 2 = \$7,000.00

EACH MEDIAN ISLAND CONTAINS THE FOLLOWING (TOTAL 2 ISLANDS):

GRACILLIMUS MAIDEN GRASS = 2

SHAMROCK INKBERRY HOLLY = 6

STELLA DORO DAYLILLY = 14 +/-

EVERGOLD CAREX = 4 +/-

CAREX PENNSYLVANICA

MULCH

STREET LIGHTS, ELECTRIC, GAS = CONTRACT PROVIDED - ALREADY PAID.

REAR MONUMENTS, WATERMAIN, SANITARY SEWER, STORM, CURBS & SOME SIDEWALK INSTALLED. SEE ABOVE FOR SIDEWALK NOT INSTALLED. SEE ATTACHED MARKED PLANS FOR ADDITIONAL DETAILS.

TOTAL BOND AMOUNT = \$92,769.00 X 1.5 = **\$139,154.00**

LEGEND

- PROPOSED FIRE HYDRANT ASSEMBLY (8" x 8" TEE, 6" GATE VALVE, & HYD.)
- PROPOSED STOP SIGN/STREET SIGN, PEDESTRIAN CROSSING SIGN, OR STREET SIGN
- SUGGESTED LOCATION OF PROPOSED STREET LIGHT
- PROPOSED 4.0' WIDE CONCRETE SIDEWALK
- PROPOSED CROSSWALK WITH PEDESTRIAN CROSSING SIGNS
- PROPOSED PUBLIC 8" WATER MAIN
- PROPOSED 8" PUBLIC SANITARY SEWER (6" HOUSE LEADS ARE PRIVATE)
- PROPOSED PRIVATE STORM SEWER

WATER MAIN NOTES:

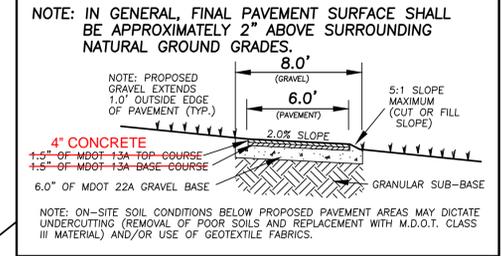
- 1) ALL WATER MAIN MATERIALS & INSTALLATION SHALL COMPLY WITH THE CITY OF KALAMAZOO'S STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION 2021.
- 2) WATER SERVICES SHALL BE INSTALLED PRIOR TO INSTALLATION OF CURBING AND PAVEMENT.
- 3) WATER MAIN EASEMENT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF KALAMAZOO AND/OR TEXAS TOWNSHIP. THE EASEMENT SHALL BE 66 FEET WIDE AND SHALL FOLLOW THE ROUTE OF THE PROPOSED STREETS.
- 4) PER CITY OF KALAMAZOO WATER MAIN SPEC 3.01.A, NO TREES OR PERMANENT STRUCTURES SHALL BE PLACED WITHIN 10' OF CENTER LINE OF WATER MAIN PIPE OR WATER SERVICE.
- 5) FIRE HYDRANTS WITH 5.5' BURY DEPTH SHALL BE USED PER CITY OF KALAMAZOO SPEC'S

BOND ITEMS

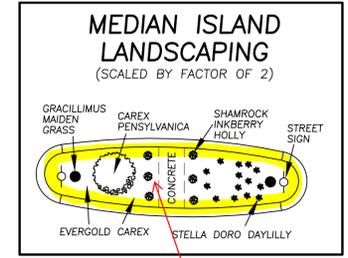
- 4' SIDEWALK NOT INSTALLED = 1762 LF
- 6' SIDEWALK NOT INSTALLED = 44 LF
- STREET TREES NOT INSTALLED = 16

*HIGHLIGHTED IS INSTALLED SIDEWALK, CURB RAMPS & LANDSCAPING

CROSS-SECTION for ASPHALT PATH



MONUMENT ENGINEERING
CIVIL ENGINEERS-LAND SURVEYORS (269) 344-6165
1209 EAST MILHAM AVENUE PORTAGE, MICHIGAN 49002

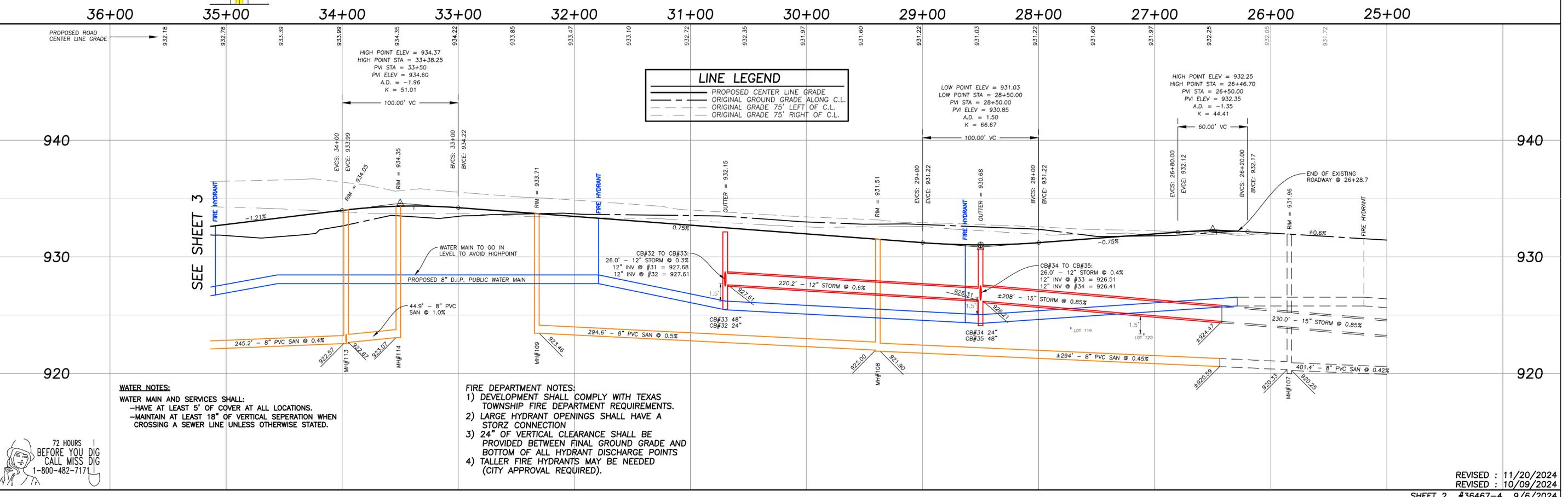


COMPLETED FOR BOTH ISLANDS

GENERAL NOTES:

- 1) E.G.L.E. CONSTRUCTION PERMITS REQUIRED (FOR BOTH PUBLIC WATER MAIN & PUBLIC SANITARY SEWER) PRIOR TO THE COMMENCEMENT OF UTILITY INSTALLATION.
- 2) ALL STREET SIGNAGE SHALL MEET R.C.K.C STANDARDS. ALL SIGNS SHALL BE REFLECTIVE WITH LETTERS THAT CONTRAST WITH THE BACKGROUND.
- 3) STREET LIGHTS SHALL BE AT LEAST 10' FROM WATER MAIN LOCATION.
- 4) TEXAS TOWNSHIP WILL PAY FOR SANITARY MH#113 & AND THE STUB TO THE NORTHERLY PROPERTY LINE.

SCALES:
PLAN VIEW: 1" = 40'
PROFILE VIEW: 1" = 40' HORIZONTAL
1" = 4' VERTICAL



72 HOURS BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

LEGEND

- PROPOSED FIRE HYDRANT ASSEMBLY (8" x 8" TEE, 6" GATE VALVE, & HYD.)
- PROPOSED STOP SIGN/STREET SIGN, PEDESTRIAN CROSSING SIGN, OR STREET SIGN
- SUGGESTED LOCATION OF PROPOSED STREET LIGHT
- PROPOSED 4.0' WIDE CONCRETE SIDEWALK
- PROPOSED CROSSWALK WITH PEDESTRIAN CROSSING SIGNS
- PROPOSED PUBLIC 8" WATER MAIN
- PROPOSED 8" PUBLIC SANITARY SEWER (6" HOUSE LEADS ARE PRIVATE)
- PROPOSED PRIVATE STORM SEWER

- GENERAL NOTES:**
- E.G.L.E. CONSTRUCTION PERMITS REQUIRED (FOR BOTH PUBLIC WATER MAIN & PUBLIC SANITARY SEWER) PRIOR TO THE COMMENCEMENT OF UTILITY INSTALLATION.
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 - STREET LIGHTS SHALL BE AT LEAST 10' FROM WATER MAIN LOCATION.

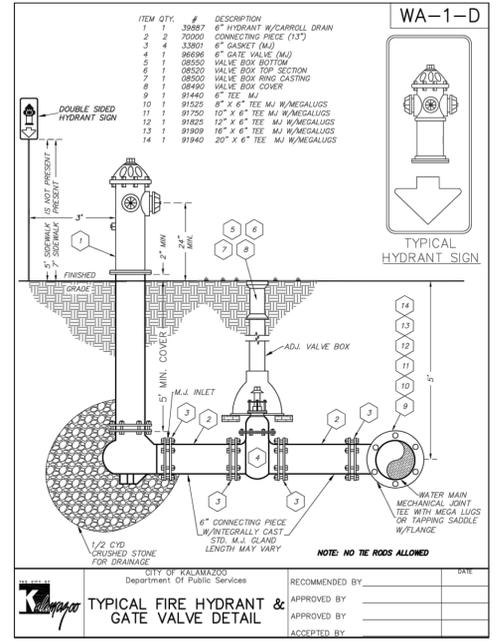
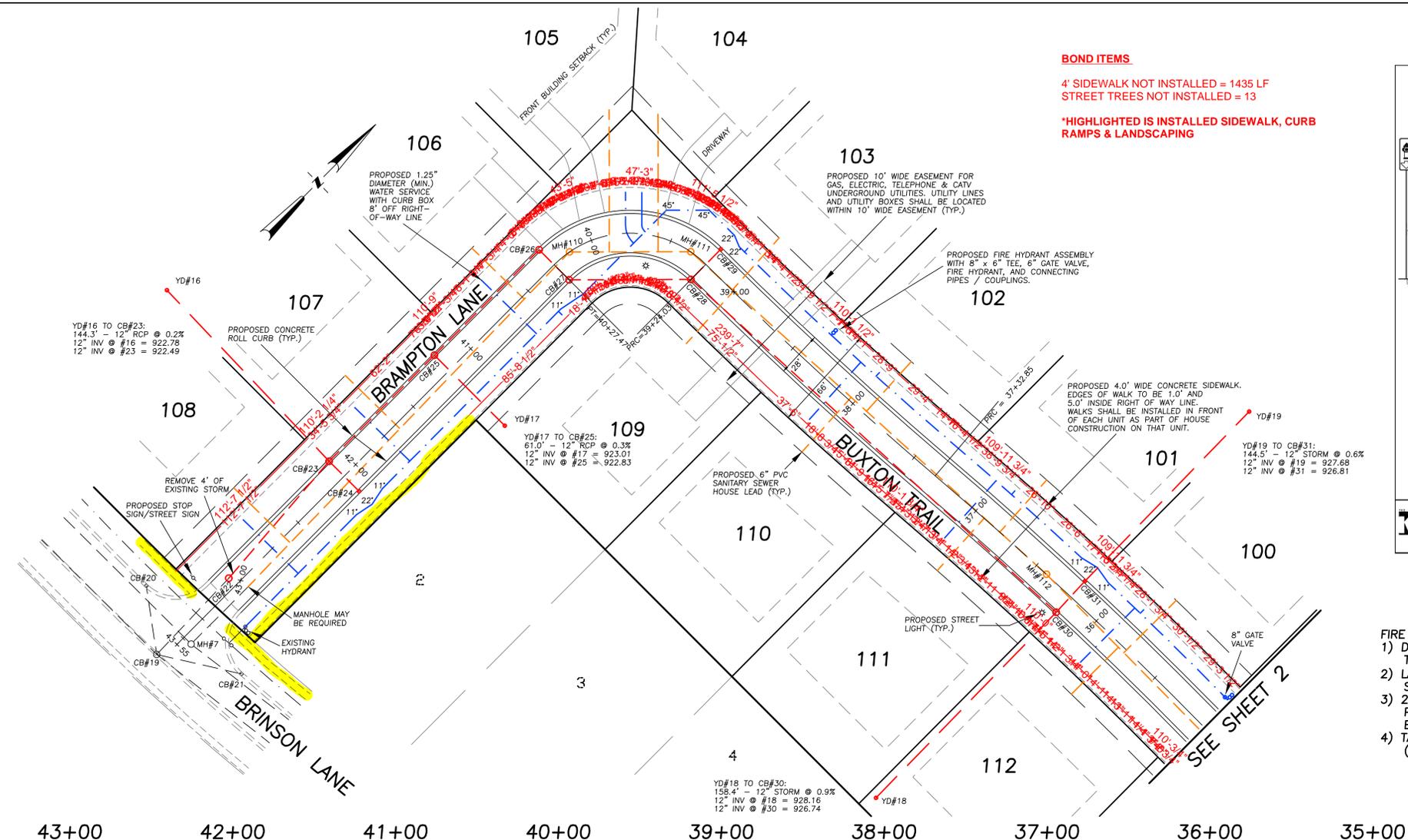
- WATER MAIN NOTES:**
- ALL WATER MAIN MATERIALS & INSTALLATION SHALL COMPLY WITH THE CITY OF KALAMAZOO'S STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION 2021.
 - WATER SERVICES SHALL BE INSTALLED PRIOR TO INSTALLATION OF CURBING AND PAVEMENT.
 - WATER MAIN EASEMENT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF KALAMAZOO AND/OR TEXAS TOWNSHIP. THE EASEMENT SHALL BE 66 FEET WIDE AND SHALL FOLLOW THE ROUTE OF THE PROPOSED STREETS.
 - PER CITY OF KALAMAZOO WATER MAIN SPEC 3.01.A, NO TREES OR PERMANENT STRUCTURES SHALL BE PLACED WITHIN 10' OF CENTER LINE OF WATER MAIN PIPE OR WATER SERVICE.
 - FIRE HYDRANTS WITH 5.5' BURY DEPTH SHALL BE USED PER CITY OF KALAMAZOO SPEC'S

SCALES:
 PLAN VIEW: 1" = 40'
 PROFILE VIEW: 1" = 40' HORIZONTAL
 1" = 4' VERTICAL

BOND ITEMS

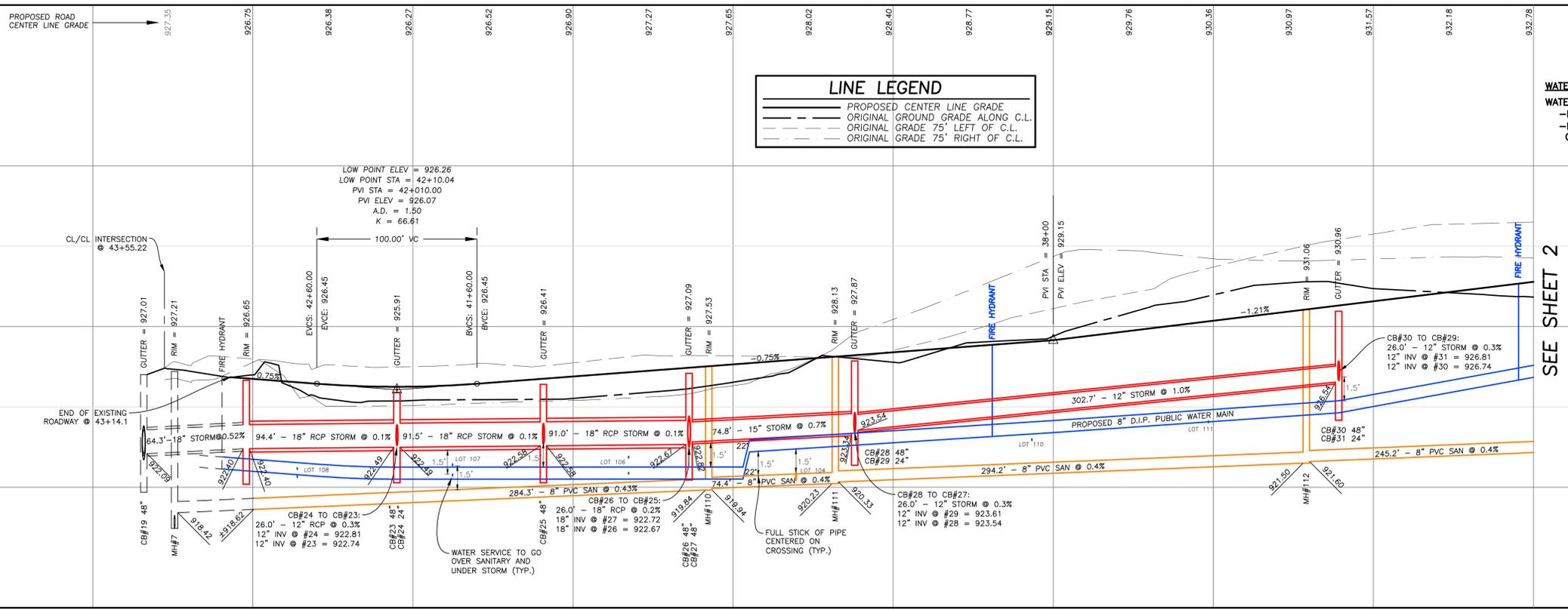
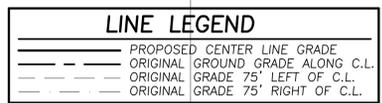
4' SIDEWALK NOT INSTALLED = 1435 LF
 STREET TREES NOT INSTALLED = 13

*HIGHLIGHTED IS INSTALLED SIDEWALK, CURB RAMPS & LANDSCAPING



- FIRE DEPARTMENT NOTES:**
- DEVELOPMENT SHALL COMPLY WITH TEXAS TOWNSHIP FIRE DEPARTMENT REQUIREMENTS.
 - LARGE HYDRANT OPENINGS SHALL HAVE A STORZ CONNECTION
 - 24" OF VERTICAL CLEARANCE SHALL BE PROVIDED BETWEEN FINAL GROUND GRADE AND BOTTOM OF ALL HYDRANT DISCHARGE POINTS
 - TALLER FIRE HYDRANTS MAY BE NEEDED (CITY APPROVAL REQUIRED).

WATER NOTES:
 WATER MAIN AND SERVICES SHALL:
 -HAVE AT LEAST 5' OF COVER AT ALL LOCATIONS.
 -MAINTAIN AT LEAST 18" OF VERTICAL SEPERATION WHEN CROSSING A SEWER LINE UNLESS OTHERWISE STATED.



Memorandum

Date:	December 17, 2025
To:	Planning Commission
Company:	Charter Township of Texas
From:	Michael A Presta, P.E.
Project #:	2240737
Re:	Applegate Pointe Phase 4 – Step III Final Approval

We have reviewed the documentation for Applegate Pointe Phase 4 for final approval (Step III) and have the following comments:

1. Road paving has been completed, and road construction meets the Road Commission of Kalamazoo County standards.
2. The sanitary sewer has been completed and is ready for connection. The recorded sanitary sewer easement has been provided by the developer and is acceptable. We will work with the developer's engineer to finalize as-built plans for record keeping.
3. Public water main has been constructed and determined acceptable for connection by the City of Kalamazoo. The recorded water main easement has been provided by the developer and is acceptable.
4. The developer has proposed a surety bond for sidewalks, curb ramps, street trees, and front monuments. The amount in the surety is reasonable.
5. As the sidewalks are not completed and the developer has provided surety for their completion a sidewalk deferment agreement will be required.
6. The storm sewer has been constructed and connected to the existing storm system.
7. The revised Exhibit "B" has been recorded and is acceptable.

We hope these comments are helpful in your consideration of this matter.

ASSIGNMENT

2025-019114
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-019114

Arrival Date and Time: 7/25/2025 12:47:32 PM

Recording Date and Time: 7/25/2025 3:12:55 PM

GRANTOR: WESTVIEW CAPITAL LLC

GRANTEE: MICHIANA LAND DEVELOPMENT
LLC

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



Meredith Place

Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20207981

TxId: 40178127

Page 1 of 4

ASSIGNMENT OF DEVELOPER'S RIGHTS

This Assignment of Developer's Rights ("Assignment") is entered into between Westview Capital, LLC, a Michigan limited liability company of 2186 E. Centre Avenue, Portage, Michigan 49002 ("Assignor") and Michiana Land Development, LLC, a Michigan limited liability company of 2186 E. Centre Avenue, Portage, Michigan 49002 ("Assignee").

RECITALS

A. Applegate Pointe is a site condominium project (the "Project") located in Texas Charter Township, Kalamazoo County, Michigan, pursuant to the Master Deed recorded on September 26, 2019, as Document No. 2019-028485, Kalamazoo County Records, the First Amendment to Master Deed of Applegate Pointe recorded on December 22, 2021, as Document No. 2021-050276, Kalamazoo County Records; and the Second Amendment to Master Deed of Applegate Pointe recorded on September 6, 2024, as Document No. 2024-023167, Kalamazoo County Records (collectively, the "Master Deed"). The Project is currently partially undeveloped.

B. Assignor desires to assign to Assignee, and Assignee desires to assume, the rights and obligations under the Master Deed with respect to Units 92 through 120 (collectively the "Units") and the related common elements within the Project, as more particularly described on Exhibit A attached hereto.

C. Assignee desires to assume the rights of the Assignor as specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar, the parties agree as follows:

1. **Assignment.** Assignor assigns to Assignee all of Assignor's right, title and interest as Developer under the Master Deed and the Michigan Condominium Act, Act 59 of 1978, as amended, solely with respect to the Units and the related common elements. The foregoing assignment includes the right to develop, improve, repair, replace and maintain all general common elements that Assignee determines are necessary or desirable to serve the Units. Assignor further assigns to Assignee, on a non-exclusive basis, Assignor's rights under all approvals and permits obtained by Assignor applicable to the development of the Units and related common elements.

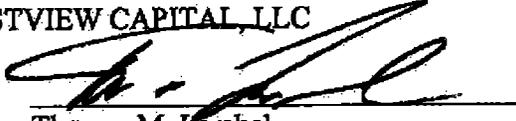
2. **Acceptance and Assumption.** Assignee accepts the assignment of the Developer's Rights as to the Units and the related common elements and assumes and will timely and fully perform all obligations, liabilities, and duties of Assignor that are required to be performed after the date of this Assignment.

3. **Binding Effect.** This Assignment will be binding upon and will inure to the benefit of the parties to this Assignment and their respective successors, heirs, and assigns, and will be construed in accordance with the laws of the state of Michigan.

4. **Entire Agreement.** This Assignment is contractual and not a mere recital, and the Assignment contains the complete understanding and agreement between the parties with respect to a subject matter.

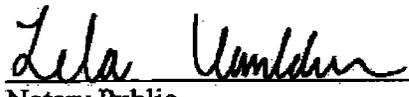
5. **Effective Date of Assignment.** The Effective Date of this Assignment shall be the date on which this Assignment is recorded with the Kalamazoo County Register of Deeds.

"ASSIGNOR"
WESTVIEW CAPITAL, LLC

By: 
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing Assignment of Developer's Rights was acknowledged before me on the 24 day of JULY, 2025 by Thomas M. Larabel, Vice President of Westview Capital, LLC, on behalf of such corporation.


Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires on _____

LOLA VANSTEDUM
Notary Public, State of Michigan
County of Ottawa County
My Commission Expires December 2, 2031
Acting in the County of Kent

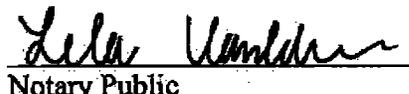
"ASSIGNEE"

MICHIANA LAND DEVELOPMENT, LLC

By: 
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me on the 24 day of JULY, 2025 by Thomas M. Larabel, the Vice President of Michiana Land Development, LLC, a Michigan limited liability company, on behalf of such company.


Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires on _____

LOLA VANSTEDUM
Notary Public, State of Michigan
County of Ottawa County
My Commission Expires December 2, 2031
Acting in the County of Kent

Drafted By:
Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

After Recording Return To:
Alexandra Kruh
795 Clyde Ct., SW
Byron Center, MI 49315

**EXHIBIT A
TO APPLGATE POINTE
ASSIGNMENT OF DEVELOPER'S RIGHTS AS TO PHASE 4
WESTVIEW CAPITAL, LLC TO MICHIANA LAND DEVELOPMENT, LLC**

Legal Descriptions

Applegate Pointe Phase 4

A parcel of land situated in Section 12, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan being more particularly described as follows: Commencing at the East quarter corner of Section 12, Town 3 South, Range 12 West; thence N.00°50'14"E., 419.00 feet (previously recorded as 419.14 feet) along the East line of the Northeast quarter of said Section; thence S.89°56'26"W., 718.91 feet parallel with the South line of said Northeast quarter to the Place of Beginning; thence S.00°03'34"E., 135.05 feet perpendicular with said South line; thence S.04°38'35"W., 66.06 feet; thence S.00°03'34"E., 144.95 feet perpendicular with said South line; thence N.87°30'45"W., 110.11 feet; thence S.87°17'19"W., 330.45 feet; thence N.88°09'52"W., 220.12 feet to the Northeast corner of Unit 7 of the "Applegate Pointe" condominium according to the Master Deed thereof as recorded in Document No. 2019-028485 as amended, and designated as Kalamazoo County Condominium Subdivision Plan No. 288; thence S.89°56'26"W., 662.00 feet along a Northerly line of said "Applegate Pointe" Condominium; thence S.00°03'34"E., 192.04 feet along said Northerly line; thence Westerly 91.93 feet along said Northerly line along the arc of a non-tangent curve to the right having a radius of 1500.00 feet, a central angle of 03°30'41", and a chord of S.88°11'05"W., 91.92 feet; thence S.89°56'26"W., 109.60 feet along said Northerly line; thence N.00°31'29"E., 124.86 feet along said Northerly line; thence N.00°31'29"E., 418.97 feet parallel with the West line of the said Northeast quarter to a line extending S.89°56'26"W., parallel with said South line of the Northeast quarter from the Place of Beginning; thence N.89°56'26"E., 1523.35 feet parallel with said South line to the Place of Beginning, containing 13.09 acres of land.

EASEMENT

2025-019115
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-019115

Arrival Date and Time: 7/25/2025 12:47:32 PM

Recording Date and Time: 7/25/2025 3:12:55 PM

GRANTOR: MICHIANA LAND DEVELOPMENT
LLC

GRANTEE: CHARTER TOWNSHIP OF TEXAS

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



Meredith Place

Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20207982

TxId: 40178127

Page 1 of 5

SANITARY SEWER EASEMENT

The undersigned owner of the within described property, Michiana Land Development, LLC, a Michigan limited liability company of 2186 E. Centre Ave., Portage, MI 49002, hereinafter designated "GRANTOR", in consideration of the sum of one dollar (\$1.00), receipt of which is hereby acknowledged, hereby gives, grants, releases and conveys to the Charter Township of Texas, Kalamazoo County, Michigan, a municipal corporation, whose principal address is 7227 W. "Q" Avenue, Kalamazoo, MI 49009, hereinafter designated "GRANTEE", a public easement for the purpose of constructing, installing, repairing, maintaining and otherwise operating a public sanitary sewer collection system and appurtenances over, across, under and through the following described parcel of land situated in the Charter Township of Texas, Kalamazoo County, Michigan as shown on Exhibit A, attached.

The Grantee herein, their agents or assigns, shall have the right to enter upon the afore described parcel as well as upon sufficient land adjacent thereto for the purpose of construction, operation, maintenance, repair and/or replacement of the public sanitary sewer collection system and appurtenances located therein and shall not be liable for any damages arising from or incidental to the exercise of the powers and privileges herein granted except for damages caused by the willful misconduct or gross negligence of the Grantees, their agents or assigns. Any surface improvements, other than trees, shrubbery or other plantings, disturbed by any such permitted activities of Grantees, shall be restored by Grantee to a condition reasonably similar to that previously existing prior to any such activity.

The easement area shall not hereafter be improved by Grantor, their agents or assigns, with any permanent buildings or structures without the previous consent of the Grantee. The foregoing shall not, however, prohibit the improvement of the easement area for driveway, surface parking or landscaping purposes, except for trees or shrubbery which shall not be permitted thereon.

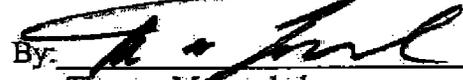
When applicable, pronouns and relative words shall be read as plural feminine or neuter. The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

This easement is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.

[SIGNATURE PAGE FOLLOWS]

The Grantor has executed this Sanitary Sewer Easement this 24 day of July, 2025.

GRANTOR:
Michiana Land Development, LLC

By: 
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 24 day of JULY, 2025, before me, a Notary Public in and for said County, personally appeared Thomas M. Larabel, Vice President of Michiana Land Development, LLC, known to me to be the same person who executed the foregoing Easement and who acknowledge the same to be their free act and deed.

LOLA VANSTEDUM
Notary Public, State of Michigan
County of Ottawa County
My Commission Expires December 2, 2031
Acting in the County of Kent


Printed Name: _____
Notary Public, _____ County, MI
Acting in the County of _____
My commission expires: _____

This document drafted by:
Eric J. Guerin
2186 E. Centre Ave.
Portage, MI 49002

AFTER RECORDED RETURN TO:
Alexandra Kruh
795 Clyde Ct, SW
Byron Center, MI 49315

**EXHIBIT A
SANITARY SEWER EASEMENT
APPLEGATE POINTE PHASE 4**

EASEMENT DIAGRAM

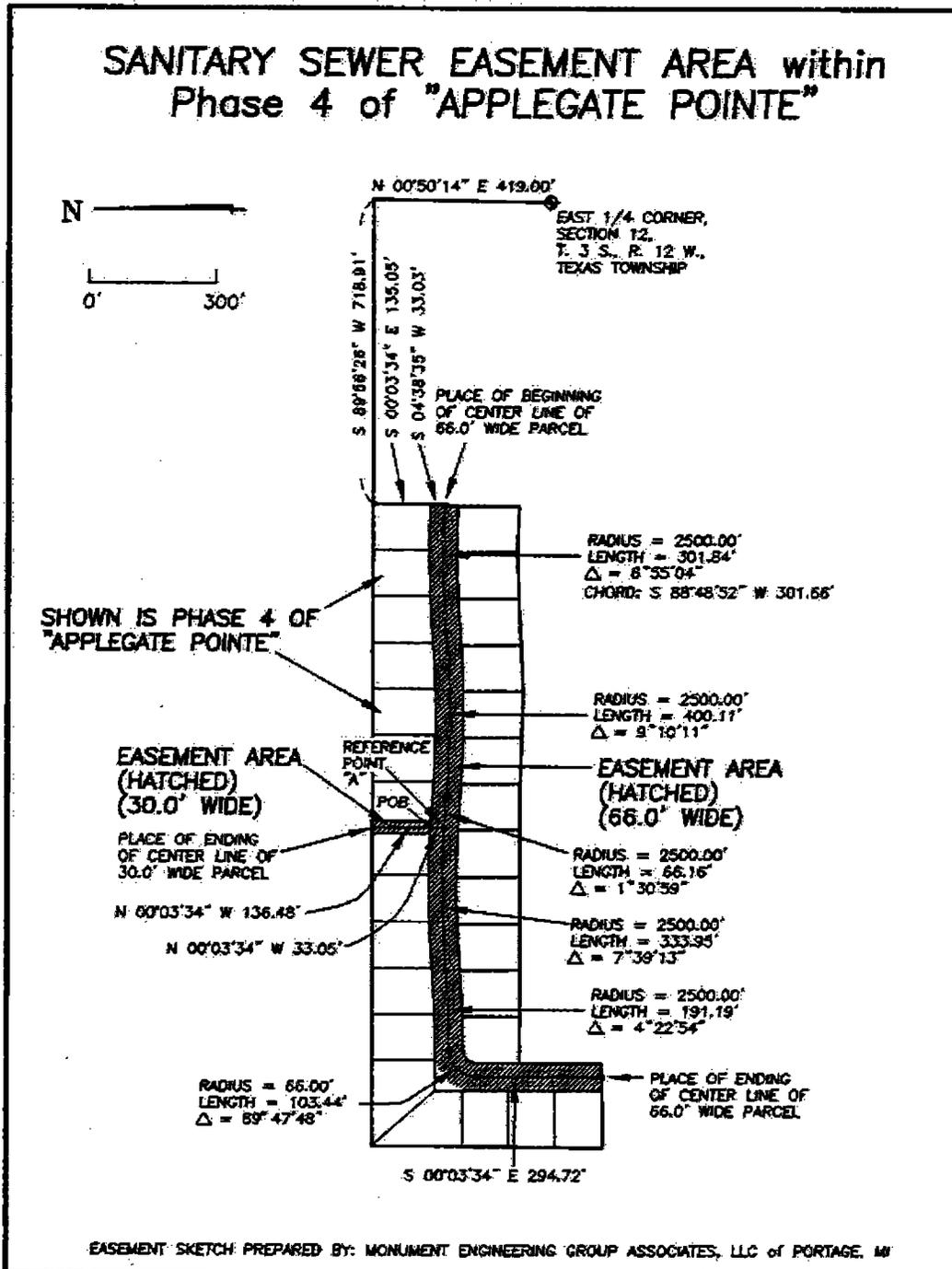


EXHIBIT A (CONTINUED)
SANITARY SEWER EASEMENT
APPLEGATE POINTE PHASE 4

EASEMENT DESCRIPTION

A 66.0 foot wide parcel of land situated in the Northeast and Southeast quarters of Section 12, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan lying 33.0 feet on each side of the following described center line: Commencing at the East quarter corner of said Section 12, thence N.00°50'14"E. 419.00 feet along the East line of the Northeast quarter of said Section 12; thence S.89°56'26"W. 718.91 feet; thence S.00°03'34"E. 135.05 feet; thence S.04°38'35"W. 33.03 feet to the Place of Beginning of said center line; thence Westerly 301.84 feet along the arc of a non-tangent curve to the left having a radius of 2500.00 feet, a central angle of 6°55'04", and a chord of S.88°48'52"W. 301.66 feet; thence Westerly 400.11 feet along the arc of a reverse curve to the right having a radius of 2500.00 feet, a central angle of 9°10'11", and a chord of S.89°56'26"W. 399.68 feet; thence Westerly 66.16 feet along the arc of a reverse curve to the left having a radius of 2500.00 feet, a central angle of 1°30'59", and a chord of N.86°13'58"W. 66.15 feet to Reference Point "A"; thence continuing Westerly 333.95 feet along the arc of a curve to the left having a radius of 2500.00 feet, a central angle of 7°39'13", and a chord of S.89°10'57"W. 330.70 feet; thence Westerly 191.19 feet along the arc of a reverse curve to the right having a radius of 2500.00 feet, a central angle of 4°22'54", and a chord of S.87°32'47"W. 191.14 feet; thence Southwesterly 103.44 feet along the arc of a reverse curve to the left having a radius of 66.00 feet, a central angle of 89°47'48", and a chord of S.44°50'20"W. 93.17 feet; thence S.00°03'34"E. 294.72 feet to the Place of Ending of said center line.

Also, a 30.0 foot wide parcel of land situated in the Northeast quarter of Section 12, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan lying 15.0 feet on each side of the following described center line: Commencing at said Reference Point "A"; thence N.00°03'34"W. 33.05 feet to the Place of Beginning of said center line; thence continuing N.00°03'34"W. 136.48 feet to the Place of Ending of said center line.



Count on Us

A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

July 25, 2025

NOTIFICATION #'s:

ALLEN EDWIN HOMES
2186 E Centre Ave
Portage, MI 49002

ELEC. OH LINE:
ELEC. UG LINE: 1073103560
GAS MAIN: 1073861982

REFERENCE: APPLGATE POINTE PH 4 - BRINSON LANE, KALAMAZOO

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our proposed design drawings are enclosed.

The estimated cost for your energy request is as follows:

Refundable Agreement for Installation of Electric Facilities:	\$ 17,117.00
Non Refundable Agreement for Installation of Electric Facili	\$ 10,860.50
Electric Service:	
Streetlight:	\$ 2,010.00
Gas Service Connection Fee:	
Excess Footage Charges:	\$ -
Gas Main:	\$ 1,869.38
Winter Construction Costs:	\$ -
Gas Fuel Line Tie In:	
Permit(s):	
Additional Costs (See Invoice):	
Total Estimated Cost	\$ 31,856.88
Joint Service Credit:	\$ -
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$ 31,856.88</u>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is a copy of the Agreement for Installation or Modification of Electric Facilities and invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Please review and sign the Agreement for Installation of Electric Facilities and return in the envelope provided or email to: POBoxCEServiceRequest@cmsenergy.com. You will receive a copy of the agreement after it is signed and dated by a Consumers Energy company representative. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request. Payment in full is required before the installation will be scheduled for construction.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:
Chad Devos at 269-568-0057

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) **Service Location:** A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) **Meter Socket:** Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) **Payment:** An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) **Site Conditions:** The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) **Staking:** To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) **Mobile Home or Temporary Service:** If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) **Construction Repair:** If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) **Additional Charges:** Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) **Joint Trenching:** Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) **Usage Rate:** Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Chad Devos

at 269-568-0057

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) **Meter Location:** A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) **Meter Installation:** If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) **Payment:** An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) **Site Conditions:** The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) **Staking:** To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) **Mobile Home:** If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) **Gas Usage:** You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) **Additional Charges:** Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) **Joint Trenching:** Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) **Usage Rate:** Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

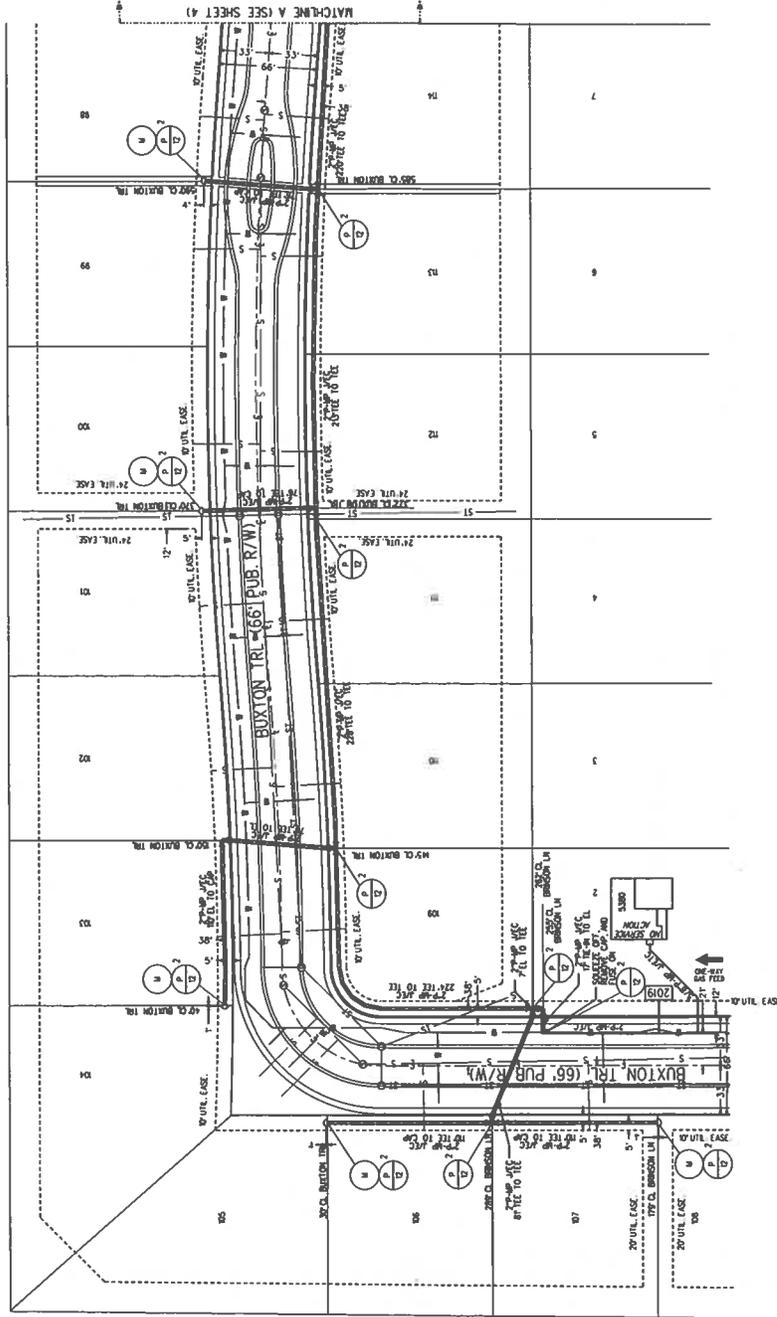
Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

Chad Devos at **269-568-0057**



KALAMAZOO COUNTY
KALAMAZOO CITY



3

ORDER NO. 1487644 CN NO. 0000783300 ORDER TYPE: CONSTRUCTION ORDER NUMBER: 1756418 CAS NUMBER: 07380892 TDS R 12W SEC 12	
SUPPLYING APPLICANT: POINT FM, CDC, CDC MAP GAS MAIN EXTENSION KALAMAZOO COUNTY KALAMAZOO TOWNSHIP 165' BUSINESS GAS MAIN SCALE: 1"=40' SHEET 3 OF 4	
REGION DESCRIPTION: BPT: 4000 DATE: 11/15/2019	CONSTRUCTION CERTIFICATION WORK WAS CONSTRUCTED AS DESCRIBED AND ALL UTILITIES WERE PROTECTED AND REPAIRED TO STORIES. ALL INTRODUCED MATERIALS WERE DISCONNECTED, BURIED, AND SEALED AT THE END. IN DIRECT CHARGE OF WORK: DATES: STARTED: 11/15/2019 COMPLETED: 11/15/2019 STAKED NEW PIPE: 11/15/2019 DATE: 11/15/2019 DATE: 11/15/2019 MISC. JOB NUMBER:

**PRELIMINARY
NOT FOR CONSTRUCTION**

DATE CAD TITLE BLOCK & SHEET GENERATED: 08-01-2025 13:39:07 S:\38000_05\proj\157650.dwg



**COMPUTATION OF ELECTRIC
DISTRIBUTION SYSTEM LINE EXTENSION
DEPOSIT AND CONTRIBUTIONS
(RESIDENTIAL)**

Attachment to Agreement

Dated 5/5/2025

between Consumers Energy Company
and ALLEN EDWIN HOMES

Length of line extension			
Overhead and Underground outside of subdivision (including extension to reach a subdivision)	.....	_____	feet
Free Footage Allowances:			
600' x -(number of residential dwelling units to be immediately served from the overhead or underground facilities outside of a subdivision)	.....	_____	feet
Line extension in excess of Free Footage Allowance	.....	_____	feet
Excess Footage at \$3.50 per foot	.....	\$ _____
25% Instant Refund at \$0.88 per foot (to be deducted from future refund)	.....	\$ _____
SUBTOTAL LINE EXTENSION DEPOSIT SUBJECT TO REFUND	.....	+ \$ _____	0.00
Estimated cost for constructing underground extension in a subdivision or a mobile home park not including applicable "Nonrefundable Contributions" below	.....	+ \$ _____	158,477.36
Company's Share of Cost: Three times estimated annual revenue of <u>43,500</u> from customers to be immediately served (within the subdivision or mobile home park)	.....	\$ _____	(130,500.00)
Nonrefundable contribution stated in Items 4 & 5, below	.....	\$ _____	(10,860.50)
TOTAL LINE EXTENSION DEPOSIT SUBJECT TO REFUND	.....	= \$ _____	17,117.00
NONREFUNDABLE CONTRIBUTION			
1. Nonrefundable contribution for additional cost for alternate route due to Applicant not securing easements, right of way and tree-trimming permits, and items requested or made necessary by the Applicant.	.....	+ \$ _____	2,010.00
2. Nonrefundable contribution for difference between the estimated cost of overhead and underground construction either for portion of an extension installed underground at Applicant's request or underground extension installed outside of a subdivision	.....	+ _____
3. Nonrefundable contribution for underground cable extended to the boundary of a subdivision computed on the basis of \$7.00 per trench foot	.....	+ \$ _____
4. Nonrefundable contribution required of Applicant under Rule C4.5, Mobile Home Park - Individually Served, or Rule C6.2, Underground Policy, of the Company's Schedule of Rates Governing the Sale of Electric Service, whether on a per foot basis, cost basis or other basis (Said nonrefundable contribution is based upon a total lot front footage or required trench for lots to be served by said underground electric distribution system of <u>3,103</u> feet)	.....	+ \$ _____	10,860.50
5. Nonrefundable contribution of \$10.00 per each kVA of transformer capacity installed for said underground electric distribution system in mobile home park	.....	+ _____
6. Nonrefundable contribution required of the Applicant under Rule C4.5, Mobile Home Park - Individually Served, of the Company's Schedule of Rates Governing the Sale of Electric Service, computed on the basis of a rate of \$4.50 per foot for _____ feet required for underground secondary voltage service connections	.....	+ _____
7. Nonrefundable contribution for winter construction	.....	+ \$ _____
TOTAL NONREFUNDABLE CONTRIBUTION	.....	= \$ _____	12,870.50
TOTAL PAYMENT	.....	= \$ _____	29,987.50



Count on Us®

A CMS Energy Company

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input checked="" type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: street_lighting@cmsenergy.com
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input checked="" type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	1073103560
GAS MAIN NOTIFICATION:	1073861982
STREETLIGHT NOTIFICATION:	1073162471



AGREEMENT FOR INSTALLATION OF ELECTRIC FACILITIES (REFUNDABLE)

PART I

Effective Date: 5/5/2025 Notification Number: 1073103560 (Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY a Michigan Corporation

530 W. Willow St
Lansing, MI 48909-7662
(Address)

Customer:

ALLEN EDWIN HOMES (Name)
2186 E CENTRE AVE (Street and Number)
PORTAGE, MI 49002 (City, State and Zip Code)

Attention: BRIAN WOOD

Service Location: APPLGATE POINTE PH 4

Township TEXAS County KALAMAZOO
Town 53 Range 12 Section 12

Service Characteristics: Single Phase 120/240 Volt

Extension Type: Underground

Total Payment: \$ 29,987.50

(a) Part II, Terms and Conditions for Line Extension and (b) Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential/General Service) are attached hereto and are a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID ATTACHMENTS.

CONSUMERS ENERGY COMPANY

By (Signature)
(Print or Type Name)
(Date Signed)

ALLEN EDWIN HOMES (Customer)
By (Signature)
BRIAN WOOD (Print or Type Name)
7-30-2025 (Date Signed)

Title

Title SERVICE PROJECT MANAGER



**AGREEMENT FOR INSTALLATION
OF ELECTRIC FACILITIES (REFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an electric line extension consisting of primary and secondary cables, transformers, power terminals, primary service connections and associated equipment and any other underground or overhead line extension facilities which are required in connection therewith, but not including secondary service connections, to make available alternating current, 60 hertz, electric service to Applicant's service location identified in Part I. If the line extension is to serve a residential subdivision, the Applicant shall record the plat of the subdivision in the office of the Register of Deeds in the County where the subdivision is located, if it is not already so recorded. The facilities included in the line extension and its approximate location, or in the case of a residential subdivision the location of the subdivision, are shown on the drawing attached as Exhibit A. If said line extension is to serve a residential subdivision, it shall be designed and installed so that the Company may serve streetlighting luminaries therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the line extension shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. The character and location of all equipment constituting the line extension shall conform to specifications prepared by the Company. Said line extension system shall be used for furnishing the Company's electric service to the Applicant and to such other persons along such line extension, or beyond the same, as may become customers of the Company; provided, however, that such line extension shall remain a separate, distinct unit for purposes of this Agreement and any further extension therefrom shall have no effect upon this Agreement. Further, secondary service connections between such line extension and any buildings or other facilities to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

2. The Applicant shall pay to the Company, upon the execution hereof, the "Total Payment" as set forth in Part I and in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" attached, after deducting the allowance for the investment under the Company's line extension policy. If an underground line extension is included under this Agreement, said "Total Payment" may include a nonrefundable contribution as stated in said "Computation of Electric Distribution System Line Extension Deposit and Contribution," computed in accordance with Rule C6.2 of the General Rules and Regulations included in the Company's Schedule of Rates Governing the Sale of Electric Service (Rate Schedule) as filed with the Michigan Public Service Commission. No portion of a nonrefundable contribution, nor of any other nonrefundable contribution required hereunder, shall be refunded (except as otherwise provided in Section 4, 5, 7 and 8 hereof) nor any interest paid thereon by the Company.

3. The Company will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area. In regard to any amount identified as "Line Extension Deposit Subject to Refund" in said "Computation of Electric Distribution System Line Extension Deposit and Contribution," the Company will refund to the Applicant in accordance with the attached "Schedule of Refunds." No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12 months' period next succeeding the month during which the line extension is completed, shall be retained by the Company.

4. If the underground electric line extension or any portion thereof is to be installed between December 15 and April 15, the Applicant shall pay the Company, prior to installation of said extension or portion thereof, an additional nonrefundable contribution (winter charge) per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said line extension installed during said period. The Applicant will receive a credit for any part of said winter charge paid by other utilities for joint use of the trench or paid by the Applicant for installation, by the Company, of gas pipe in the same trench. No portion of said line extension will be installed between December 15 and April 15, unless the Applicant has paid such additional contribution. Further, a nonrefundable contribution in addition to that provided for herein may be required where, in the Company's judgment, practical difficulties (not considered in determining the nonrefundable contribution included herein) such as water conditions or rock near the surface are encountered during construction. If the Customer does not make the additional contribution within 15 days after written notice of the amount of the additional contribution, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.



**AGREEMENT FOR INSTALLATION
OF ELECTRIC FACILITIES (REFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

5. Prior to the installation of the line extension, and as a condition precedent thereto, the Applicant shall secure and deliver to the Company, at no expense to the Company, recordable easements, in form and substance satisfactory to the Company, granting all necessary rights of way for installation and maintenance of said line extension. If said line extension is to serve a residential subdivision, said easements shall include, but not by way of limitation, rights of way for streetlighting in the subdivision by means of underground facilities, notwithstanding that the Company does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to the Company within thirty (30) days after execution of this Agreement, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.

6. For any underground facilities included in the line extension, the Applicant shall provide, at no expense to the Company, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. If said line extension is to serve a residential subdivision, after rough grading, the Applicant shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the subdivision. Applicant shall maintain the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, Applicant shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company.

7. Upon execution of this Agreement and compliance in full by the Applicant with all conditions to be performed by him as contained herein and in the Rate Schedule, the Company, subject to weather, labor disputes, availability of necessary materials, and any other cause beyond the reasonable control of the Company, shall construct such line extension. Notwithstanding the foregoing, if, in the sole judgment of the Company, it does not appear that all of the customers (or their equivalent) upon which the "Free Footage Allowances" and/or the "Company's Share of Cost" (as the case may be) is based, as stated in said "Computation of Line Extension Deposit and Contribution," will in fact require and be prepared to receive electric service upon completion of such line extension, the Company may, upon notice thereof to the Customer, postpone construction of said extension until such time as, in the sole judgment of the Company, permanent customers requiring such quantity of electricity will require and be prepared to receive electric service. In the event of such postponement by the Company the Applicant may, upon notice thereof to the Company, cancel this Agreement at any time prior to the commencement of installation of said line extension by the Company. If prior to the end of any such postponement by the Company, the "Line Extension Deposit Subject to Refund" required for installation of such line extension increases or decreases due to changes in the estimated cost, the Company may, prior to construction of such line extension, require the Applicant to (1) execute an amendment to this Agreement reflecting said changes in cost and (2) pay such additional cost. If the Applicant fails to execute such amendment and pay such additional costs within thirty (30) days after presentation of such amendment to the Applicant, or if any such postponement of construction continues for more than twelve months, the Company may, upon notice thereof to the Applicant, cancel this Agreement. In the event of such cancellation either by the Applicant or by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.

8. If at any time more than sixty (60) days after the effective date of this Agreement and prior to commencement of installation of said line extension by the Company the "Line Extension Deposit Subject to Refund" and/or nonrefundable contribution(s) required for installation of such line extension increase or decrease due to changes in the Rate Schedule, the Applicant will be required, prior to installation of such line extension, to (1) execute an amendment to this Agreement reflecting said changes, and (2) pay any additional amounts required by the Company as a result of said changes. If the Applicant fails to execute such amendment and pay such additional amounts, if any, within thirty (30) days after presentation of such amendment to the Applicant the Company may, upon notice to the Applicant, cancel this Agreement. In the event of such cancellation by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.



**AGREEMENT FOR INSTALLATION
OF ELECTRIC FACILITIES (REFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

9. The Applicant shall have no ownership in said line extension by reason of any payment made hereunder. This Agreement and the installation and operation of said line extension shall be subject to the Rate Schedule as may be applicable including Rule C6.1, "Overhead Extension Policy," and C6.2, "Underground Policy," copies of which will be furnished to the Applicant upon his request. This Agreement and the benefits and obligations thereof may be transferred by the Applicant only upon the Company's prior written consent. Any other attempted transfer by Applicant shall be void.

10. All notices require hereunder shall be in writing and shall be sent by United States mail or delivered in person to the parties at their respective addresses as set forth in Part I. Either party may at any time change the addressee or address to which notices to it are to be mailed or delivered by giving notice of such change to the other party.

11. With respect to the subject matter hereof, this Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives, and constitutes the entire agreement of the parties.

12. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

13. Additional Items



ALLEN EDWIN HOMES
2186 E CENTRE AVE
PORTAGE MI 49002

Amount Due: \$31,856.88
Please pay by: August 08, 2025

Invoice Number	9328665061
PO Number	
PO Date	
Bill Date	07/25/25

Account: 3000 2472 0272

▶ APPLEGATE POINTE PH 4 - BRINSON LANE KALAMAZOO - ELECTRIC & GAS UTILITY INSTALLATION - NOTIFICATION
NUMBER (s): - - - 1073103560 - 1073861982 - 1073162471 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric UnderGround Refundable Contract	1.0 EA	\$17,117.00	\$17,117.00
Electric U/G Dist. (Front Footage)	3103.0 EA	\$3.50	\$10,860.50
Electric Streetlights-CIAC - Fixture	6.0 EA	\$230.00	\$1,380.00
Elec Streetlights-CIAC - Trench	90.0 EA	\$7.00	\$630.00
Gas CIAC Main Contributions	1.0 EA	\$1,869.38	\$1,869.38

TOTAL DUE: \$31,856.88

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Chad Devos -269-568-0057 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2472 0272

Amount Due: \$31,856.88
Please pay by: August 08, 2025
Enclosed:

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to:
CEM Support Center, Lansing Service Center Room 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1073162471 1073103560 1073861982

Service Address: APLEGATE POINTE PH 4 - BRINSON LANE, KALAMAZOO

Please check all requirements on the checklist below before returning this document. Providing accurate information when submitting your form helps assure construction execution upon crew arrival.

- | | YES | N/A |
|--|-------------------------------------|-------------------------------------|
| 1. Has your payment been submitted to Consumers Energy? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Has your electric meter been inspected and approved by the local city/township inspector? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Is the site at rough grade? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Is a 12-foot-wide path clear of debris and construction equipment? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Site Ready Photos. Include photos with Checklist. See customer site readiness photo instructions (attached) for photo submission requirements. | <input type="checkbox"/> | <input type="checkbox"/> |

Making Consumers Energy aware of any privately owned underground facilities or buried obstructions by clearly identifying the facility location reduces the risk of damages. Mark or expose the following facilities or obstructions including, but not limited to:

- | | | | | | |
|----------------------------------|------------------------------|---|---------------------------|------------------------------|---|
| Septic tank (Existing or future) | YES <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> | Underground yard lighting | YES <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Drain field (Existing or future) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sprinkler systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Well (Existing or future) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electronic dog fences | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Conduit | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

Other: _____

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to privately owned underground facilities that are not properly marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: BRAND WOOD

Signature: [Handwritten Signature]

Date: 7-30-25

AMENDMENT

2025-021236
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-021236

Arrival Date and Time: 8/19/2025 9:46:00 AM

Recording Date and Time: 8/19/2025 9:49:10 AM

GRANTOR: APPLGATE POINTE THIRD
AMENDMENT

GRANTEE: MICHIANA LAND DEVELOPMENT
LLC

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



Meredith Place

Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20213260

TxId: 40182752

Page 1 of 16

5

CERT# 081925 KJD 001
KALAMAZOO COUNTY TREASURER'S CERTIFICATE
 I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records of the office except as stated.
 Thomas Whitener, Kalamazoo County Treasurer
 Sec. 135, Act 208, 1983 as amended

**THIRD AMENDMENT TO MASTER DEED OF
 APPLGATE POINTE
 A Site Condominium Community**

(Act 59, Public Acts of 1978, as amended)

THIS THIRD AMENDMENT TO MASTER DEED is made and executed on this 24 day of July 2025, by MICHIANA LAND DEVELOPMENT, LLC, a Michigan limited liability, with offices at 2186 East Centre Avenue, Portage, Michigan 49002 ("Developer"), pursuant to the provisions of Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act") and the Master Deed for Applegate Pointe.

BACKGROUND

- A. Applegate Pointe (the "Project") was established by recording the Master Deed of Applegate Pointe dated September 25, 2019, and recorded on September 26, 2019, as Document No. 2019-028485, Kalamazoo County Records, the First Amendment to Master Deed of Applegate Pointe dated December 15, 2021, and recorded on December 22, 2021, as Document No. 2021-050276, Kalamazoo County Records, and the Second Amendment to Master Deed of Applegate Pointe dated July 11, 2024, and recorded on September 6, 2024, as Document No. 2024-023167, Kalamazoo County Records (collectively the "Master Deed"). The Developer for Phase 1-3 of the Project is Westview Capital, LLC, a Michigan limited liability company.
- B. Westview Capital, LLC has executed an assignment of developer rights as to Phase 4 of the Project in favor of Michiana Land Development, LLC, a Michigan limited liability company, of 2186 E. Centre Avenue, Portage, Michigan 49002.
- C. Section 90 of the Act authorizes the Developer to amend the Master Deed without the consent of co-owners or mortgagees if the Developer has reserved the right to do so in the Master Deed. The Developer has determined that this amendment does not materially alter or change the rights of any co-owner or mortgagee as contemplated by Section 90 of the Condominium Act and Section 9.2(a) of the Master Deed.
- D. In accordance with Article VI and Article IX of the Master Deed, Developer desires to amend the Master Deed for purposes of expansion by incorporating Phase IV of Applegate Pointe into the Project, bringing the total number of Units in the Project to one hundred twenty (120).

AMENDMENT

The Developer amends the Master Deed as follows:

1. Article I, Section 1.1 of the Master Deed shall be amended by replacing it in its entirety with the following:

1.1 Project Description. The Project is a residential site condominium. The one hundred twenty (120) building sites (the "Units") which will be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each such Unit is capable of

individual utilization by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.

2. Article II, Section 2.1 of the Master Deed shall be amended by replacing it in its entirety with the following:

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is described as follows in the following described premises situated in the Township of Texas, County of Kalamazoo, and State of Michigan, to-wit:

A parcel of land situated in Section 12, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan being more particularly described as follows: Beginning at the East quarter corner of said Section 12; thence N.00°50'14" E. 419.00 feet (previously recorded as 419.14 feet) along the East line of the Northeast quarter of said Section 12; thence S.89°56'26"W. 2242.26 feet parallel with the South line of said Northeast quarter; thence S.00°31'29"W. 418.97 feet parallel with the West line of the Northeast quarter of said Section 12; thence N.43°44'23"W. 376.87 feet perpendicular with the center line of Texas Drive to said center line of Texas Drive; thence S.46°15'37"W. 159.42 feet (previously recorded as 159.50 feet) along said center line of Texas Drive; thence S.43°46'43"E. 225.01 feet; thence S.00°32'07"W. 150.00 feet parallel with the West line of the Southeast quarter of said Section 12; thence S.89°59'07"W. 149.22 feet to said West line of the Southeast quarter and the East line of the "Rudgate Ridge" subdivision according to the plat thereof as recorded in Liber 42 of Plats, Page 21, Kalamazoo County Records; thence S.00°32'07"W. 509.98 feet along said West line and said East line of "Rudgate Ridge" to the South line of the North 660.00 feet (perpendicular measure) of said Southeast quarter and the North line of the "Rudgate Ridge No.2" Condominium according to the Master Deed thereof as recorded in Document No.2008-035450 as amended, and designated as Kalamazoo County Condominium Subdivision Plan No.239; thence N.89°56'26"E. 802.28 feet along said North line of the "Rudgate Ridge No.2" Condominium and said South line to the West right-of-way line of Tiger Lily Drive; thence N.00°03'34"W. 82.10 feet along said right-of-way line; thence Northwesterly 34.08 feet along said right-of-way line along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 65°05'13" and a chord of N.32°36'11"W. 32.28 feet; thence Northerly, Easterly, and Southerly 339.74 feet along said right-of-way line along the arc of a reverse curve to the right having a radius of 70.00 feet, a central angle of 278°04'40" and a chord of N.73°53'32"E. 91.78 feet; thence Southwesterly 17.27 feet along the East right-of-way line of Tiger Lily Drive along the arc of a reverse curve to the left having a radius of 30.00 feet, a central angle of 32°59'26", and a chord of S.16°26'09"W. 17.04 feet; thence S.00°03'34"E. 118.35 feet along said East right-of-way line to said South line and said North line of the "Rudgate Ridge No.2" Condominium; thence N.89°56'26"E. 155.01 feet along said South line and said North line of the "Rudgate Ridge No.2" Condominium to the Northeast corner of said "Rudgate Ridge No.2" Condominium; thence continuing N.89°56'26"E. 1584.23 feet along said South line to the East line of the Southeast quarter of said Section 12; thence N.00°41'07"E. 660.06 feet along said East line to the Place of Beginning, containing 61.14 acres of land.

3. Article 5, Section 5.2 shall be amended by replacing it in its entirety with the following:

5.2 Percentage of Value. The total value of the Project is 100, and the percentage of such value which is assigned to each of the one hundred twenty (120) Condominium Units in the Project is shown on **Third Amended Exhibit D**. The determination of the Percentage of value Factor for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance.

The Percentage of Value Factor assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the public records of Kalamazoo County, Michigan. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value Factor will be the same for each Unit. Therefore, based on one hundred twenty (120) Units, the percentage for each Unit is 0.834%.

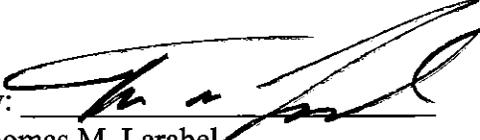
5. The Second Amended Exhibit D of the Master Deed, the Percentage of Value Chart, is hereby deleted and replaced in its entirety with the Third Amended Exhibit D, Percentage of Value Chart, attached hereto.

6. The revised Condominium Subdivision Plan labeled as Replat No. 3 is attached hereto and is identified as Replat No. 3 of Exhibit B to the Master Deed. The attached sheets of Replat No. 3 will amend and/or supersede the original Exhibit B to the original Applegate Pointe Master Deed, as amended.

7. In all other respects, the provisions of the Master Deed, as previously amended, are ratified and confirmed.

This Third Amendment to Master Deed has been signed by the Developer as of the date set forth above.

MICHIANA LAND DEVELOPMENT, LLC
Michigan limited liability company,

By: 
Thomas M. Larabel
Its: Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 24 day of July, 2025, by Thomas M. Larabel, Vice President of Michiana Land Development, LLC, a Michigan limited liability company, on behalf of the company.

LOLA VANSTEDUM
Notary Public, State of Michigan
County of Ottawa County
My Commission Expires December 2, 2031
Acting in the County of Kent


_____, Notary Public
Acting in _____ County, MI
My Commission Expires:

After Recording Return To:
Alexandra M. Kruh
795 Clyde Ct., S.W.
Byron Center, MI 49315

Drafted By:
Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

CERT# 081925 KJD 001
KALAMAZOO COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records of the office except as stated.
Thomas Whitener, Kalamazoo County Treasurer
Sec. 135, Act 206, 1983 as amended

LEGAL DESCRIPTION OF "APPLEGATE POINTE"

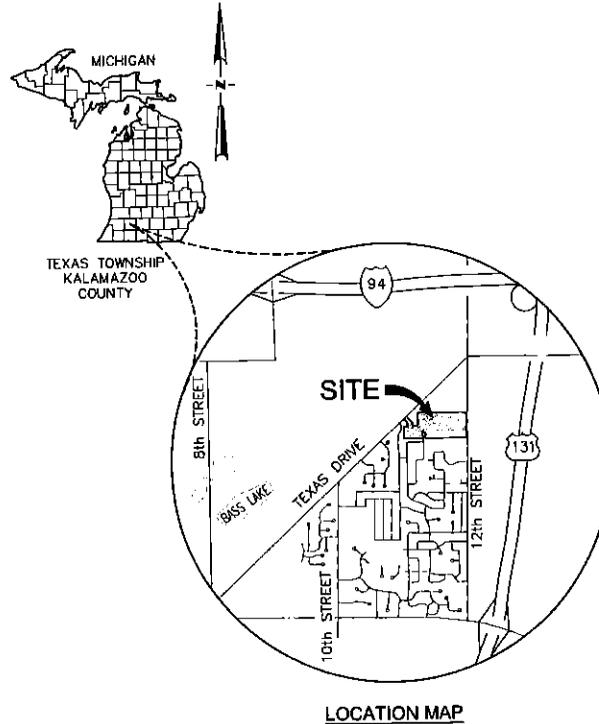
A PARCEL OF LAND SITUATED IN SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE N.00°50'14" E. 419.00 FEET (PREVIOUSLY RECORDED AS 419.14 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S.89°56'26" W. 2242.26 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE S.00°31'29" W. 418.97 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE N.43°44'23" W. 376.87 FEET PERPENDICULAR WITH THE CENTER LINE OF TEXAS DRIVE TO SAID CENTER LINE OF TEXAS DRIVE; THENCE S.46°15'57" W. 159.42 FEET (PREVIOUSLY RECORDED AS 159.50 FEET) ALONG SAID CENTER LINE OF TEXAS DRIVE; THENCE S.43°46'43" E. 225.01 FEET; THENCE S.00°32'07" W. 150.00 FEET PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE S.89°59'07" W. 149.22 FEET TO SAID WEST LINE OF THE SOUTHEAST QUARTER AND THE EAST LINE OF THE "RUDGATE RIDGE" SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 21, KALAMAZOO COUNTY RECORDS; THENCE S.00°32'07" W. 509.98 FEET ALONG SAID WEST LINE AND SAID EAST LINE OF "RUDGATE RIDGE" TO THE SOUTH LINE OF THE NORTH 660.00 FEET (PERPENDICULAR MEASURE) OF SAID SOUTHEAST QUARTER AND THE NORTH LINE OF THE "RUDGATE RIDGE NO.2" CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF AS RECORDED IN DOCUMENT NO.2008-033450 AS AMENDED, AND DESIGNATED AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO.239; THENCE N.89°56'26" E. 802.28 FEET ALONG SAID NORTH LINE OF THE "RUDGATE RIDGE NO.2" CONDOMINIUM AND SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF TIGER LILY DRIVE; THENCE N.00°03'34" W. 82.10 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY 34.08 FEET ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 65°09'13" AND A CHORD OF N.32°36'11" W. 32.28 FEET; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY 339.74 FEET ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 278°04'40" AND A CHORD OF N.73°53'32" E. 91.78 FEET; THENCE SOUTHWESTERLY 17.27 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF TIGER LILY DRIVE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 32°59'26" AND A CHORD OF S.16°26'09" W. 17.04 FEET; THENCE S.00°03'34" E. 118.35 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO SAID SOUTH LINE AND SAID NORTH LINE OF THE "RUDGATE RIDGE NO.2" CONDOMINIUM; THENCE N.89°56'26" E. 135.01 FEET ALONG SAID SOUTH LINE AND SAID NORTH LINE OF SAID "RUDGATE RIDGE NO.2" CONDOMINIUM; THENCE CONTINUING N.89°56'26" E. 1584.23 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE N.00°41'07" E. 660.06 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, CONTAINING 61.14 ACRES OF LAND.

REPLAT NO. 3
EXHIBIT "B" TO THE MASTER DEED OF

APPLEGATE POINTE

PART OF SEC 12, T3S-R12W
TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN



SHEET INDEX	
SHEET 1	COVER SHEET
SHEET 2	SURVEY PLAN
SHEET 3	SITE PLAN & COORDINATES (UNITS 1-29)
SHEET 3B	SITE PLAN & COORDINATES (UNITS 30-60)
SHEET 3C	SITE PLAN & COORDINATES (UNITS 61-91)
SHEET 3D	SITE PLAN & COORDINATES (UNITS 92-120)
SHEET 4	UTILITY PLAN (UNITS 1-29)
SHEET 4B	UTILITY PLAN (UNITS 30-60)
SHEET 4C	UTILITY PLAN (UNITS 61-91)
SHEET 4D	UTILITY PLAN (UNITS 92-120)

NOTES

- WITH THIS SUBMISSION, THESE SHEETS ARE ADDED, OR ARE TO REPLACE, THE SHEET PREVIOUSLY RECORDED:
- FOR REPLAT NO. 1, SHEETS 1 AND 2 HAVE BEEN AMENDED, AND SHEETS 3B AND 4B HAVE BEEN ADDED.
 - FOR REPLAT NO. 2, SHEETS 1 AND 2 HAVE BEEN AMENDED, AND SHEETS 3C AND 4C HAVE BEEN ADDED.
 - FOR REPLAT NO. 3, ALL SHEETS HAVE BEEN AMENDED, AND SHEETS 3D AND 4D HAVE BEEN ADDED.

ATTENTION COUNTY REGISTER OF DEEDS:

- THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.
- THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

SURVEYOR



MONUMENT ENGINEERING GROUP ASSOCIATES, INC

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

ALLAN PRUSS
PROFESSIONAL SURVEYOR NO. 4001044284

298 VETERANS DRIVE,
FOWLERVILLE, MI 48836
PHONE: 517-223-3512



Allan Pruss

ENGINEER

MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
PATRICK D. FLANAGAN
PROFESSIONAL ENGINEER NO. 6201038170
1209 EAST MILHAM ROAD, SUITE B
PORTAGE, MICHIGAN 49002

DEVELOPER

MICHIANA DEVELOPMENT, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
2186 EAST CENTRE STREET
PORTAGE, MICHIGAN 49002

AMENDED: 8/08/2025
AMENDED: 3/01/2024
AMENDED: 12/09/2021
PROPOSED: 8/15/2019

AS-BUILT: _____



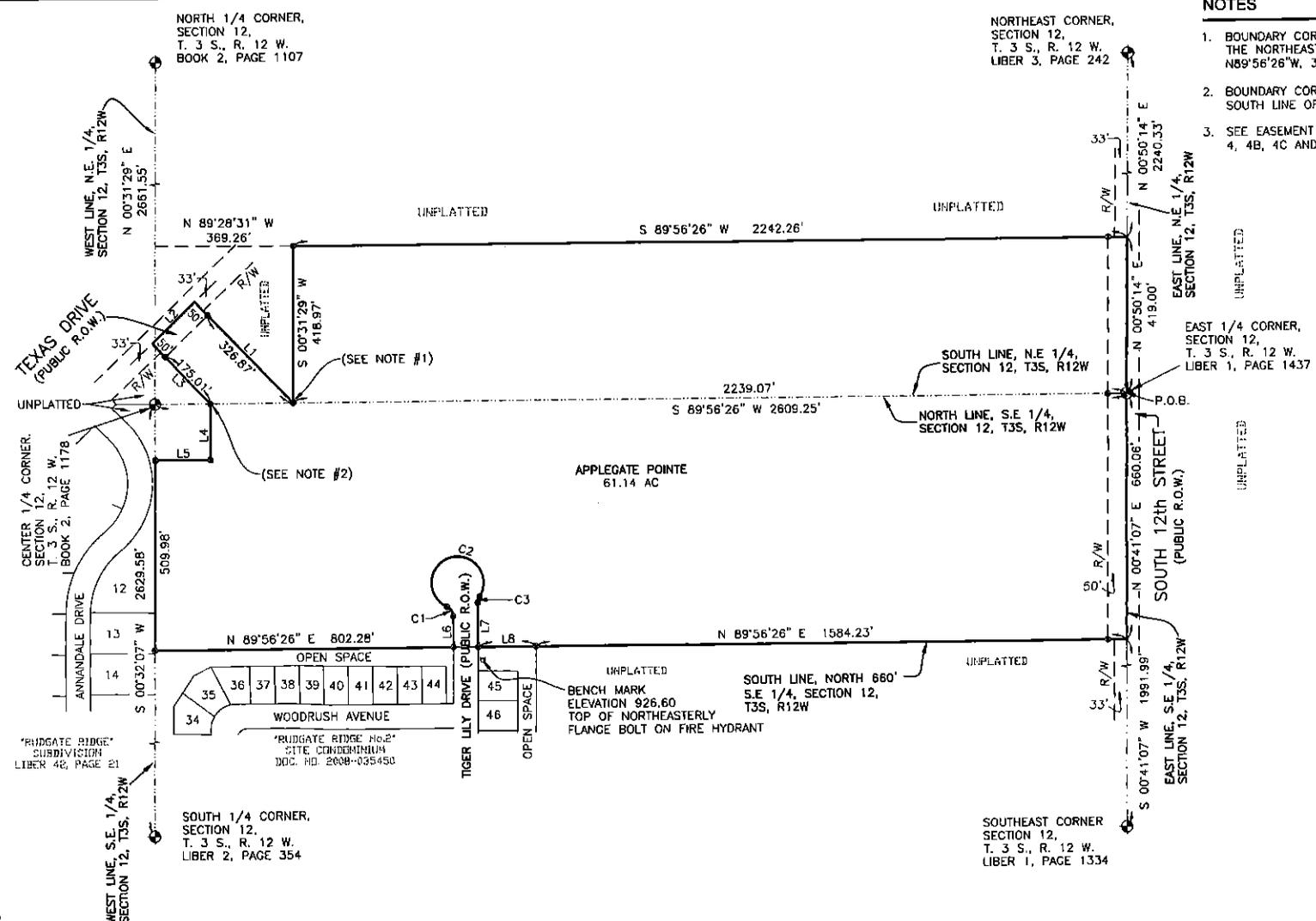
298 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512

COVER SHEET

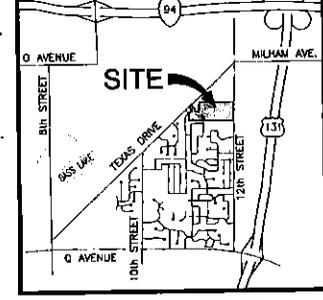
"APPLEGATE POINTE"
PART OF SEC. 12, T3S-R12W
TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

MICHIANA DEVELOPMENT, LLC
2186 EAST CENTRE STREET
PORTAGE, MICHIGAN 49002

JOB # : 36467-4	DRAWN: DJ CHK: AP
SCALE : N/A	SHEET: 1
DATE : 08/08/2025	



1. BOUNDARY CORNER IS LOCATED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 AND LOCATED N89°56'26"W, 369.28 FEET FROM CENTER 1/4 CORNER.
2. BOUNDARY CORNER IS LOCATED 0.17' SOUTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 12.
3. SEE EASEMENT INFORMATION ON SHEETS 3, 3B, 3C, 3D 4, 4B, 4C AND/OR 4D.



LEGEND

- SECTION LINE, SECTION CORNER
- SIR
- MON
- FIR

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N43°44'23"W	376.87'
L2	S46°15'37"W	159.42'
L3	S43°46'43"E	225.01'
L4	S0°32'07"W	150.00'
L5	S89°58'07"W	149.22'
L6	N0°03'34"W	82.10'
L7	S0°03'34"E	118.35'
L8	N89°56'26"E	155.01'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	34.08'	30.00'	65°05'13"	N32°36'11"W 32.28'
C2	339.74'	70.00'	278°04'40"	N73°53'32"E 91.78'
C3	17.27'	30.00'	32°59'26"	S16°26'09"W 17.04'

CERTIFICATION

I, ALLAN PRUSS, Professional Land Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "APPLEGATE POINTE" SITE CONDOMINIUM, Kalamazoo County Condominium Plan No. 288, as shown on the accompanying drawings, represents a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described; That the required monuments and iron markers have been located in the ground or will be placed by August 1, 2026 as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the bearings, as shown, are noted on survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

Signature: *Allan Pruss* Date: 8-7-25
 Professional Land Surveyor No. 4001044284

Printed: ALLAN PRUSS
 Professional Land Surveyor No. 4001044284
 Monument Engineering Group & Associates Inc.
 298 Veterans Drive Fowlerville, MI

THIS CONDOMINIUM SUBMISSION PLAN IS NOT REQUIRED TO CONTAIN DETAILED DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBMISSION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

AMENDED: 8/08/2025
 AMENDED: 3/01/2024
 AMENDED: 12/09/2021
 PROPOSED: 8/15/2019 AS-BUILT: --

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

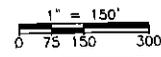
SURVEY PLAN

"APPLEGATE POINTE"
 PART OF SEC. 12, T3S-R12W
 TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

MICHIANA DEVELOPMENT, LLC
 2196 EAST CENTRE STREET
 PORTAGE, MICHIGAN 49002

298 VETERANS DRIVE
 FOWLERVILLE, MICHIGAN 48836
 (OFFICE) 517-223-3512

JOB #: 36467-4 DRAWN: DJ CHK: AP
 SCALE: 1" = 150' SHEET: 2
 DATE: 08/08/2025



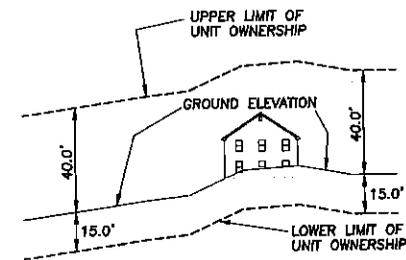


LINE	BEARING - DISTANCE
L1	S 43°44'24" E 50.75'
L2	S 43°44'24" E 54.15'
L3	S 17°48'01" E 66.61'

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD	
				BEARING	DISTANCE
C6	58.13'	221.00'	14°33'12"	S 51°01'00" E	55.98'
C7	52.46'	294.00'	10°13'24"	S 38°37'42" E	52.39'
C8	52.12'	81.00'	36°51'53"	S 39°31'39" E	51.22'
C9	32.64'	119.00'	15°42'59"	S 25°39'31" E	32.54'
C10	71.61'	192.00'	21°22'08"	S 10°44'38" E	71.19'
C11	78.89'	258.00'	17°44'27"	S 08°55'47" E	78.57'
C12	199.87'	1500.00'	07°37'37"	N 82°36'56" E	199.53'
C13	304.43'	1586.00'	11°08'18"	N 84°22'17" E	303.95'
C14	411.71'	1500.00'	15°43'35"	N 86°39'55" E	410.42'
C15	429.83'	1586.00'	15°43'35"	N 86°39'55" E	428.48'
C16	38.42'	2467.00'	00°50'45"	S 85°53'40" E	38.42'
C17	41.71'	2533.00'	00°58'36"	S 85°58'36" E	41.71'
C18	51.84'	33.00'	90°00'00"	S 45°03'34" E	46.87'
C19	155.51'	99.00'	90°00'00"	S 45°03'34" E	140.01'
C20	128.34'	1500.00'	04°54'09"	N 87°29'22" E	128.30'
C21	133.99'	1586.00'	04°54'09"	N 87°29'22" E	133.99'
C22	19.47'	187.00'	05°40'46"	N 88°22'41" E	19.46'
C23	31.02'	233.00'	07°37'43"	N 88°51'09" E	31.00'

NOTE:
UNITS 21 AND 22 SHALL NOT HAVE
DRIVEWAY ACCESS ONTO TIGER LILY
DRIVE.

NOTE: THE ISLAND WITHIN THE VEHICLE
TURNAROUND FOR TIGER LILY DRIVE
SHALL BE MAINTAINED BY THE
APPLGATE POINTE CONDOMINIUM
ASSOCIATION. ALL PLANTINGS WITHIN
THE ISLAND SHALL BE APPROVED BY
THE ROAD COMMISSION OF KALAMAZOO
COUNTY PRIOR TO INSTALLATION.



NOTE: EACH UNIT SHALL HAVE ITS OWN UNIQUE PROFILE WITH
LIMITS OF OWNERSHIP 15.0' BELOW AND 40.0' ABOVE
GROUND ELEVATION

UNIT CROSS SECTION
NO SCALE

SCHEDULE OF COORDINATES

No.	Northing	Eastng	No.	Northing	Eastng
1	5000.00	5000.00	13	4721.28	6231.77
2	4849.95	4998.60	14	4721.05	6011.77
3	4849.99	5147.82	15	4716.41	5801.78
4	4999.98	5149.22	16	4699.71	5791.79
5	5162.44	4993.54	17	4581.75	5749.51
6	5272.67	5108.72	18	4488.18	5743.87
7	5000.38	5369.28	19	4452.00	5778.64
8	4875.53	5368.14	20	4420.93	5796.03
9	4875.64	5477.74	21	4340.83	5796.11
10	5070.59	5589.41	22	4339.99	4993.83
11	5071.28	6231.41			

- NOTE:
- STREETS WITHIN THE CONDOMINIUM PROJECT ARE PAVED ROADWAYS WITH CONCRETE CURBS AND MUST BE BUILT.
 - PROPOSED SIDEWALKS MUST BE BUILT.
 - THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS DEVELOPED BY MONUMENT ENGINEERING (FORMERLY INGERSOLL, WATSON & McMACHEN, INC.).
 - THE COORDINATES SHOWN ARE BASED ON A VALUE OF 5000 NORTH AND 5000 EAST ON THE CENTER OF SECTION 12, T3S, R12W.
 - SHOWN EASEMENTS BASED ON CERTAIN INFORMATION PROVIDED BY THE DEVELOPER. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.
 - ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET.

LEGEND

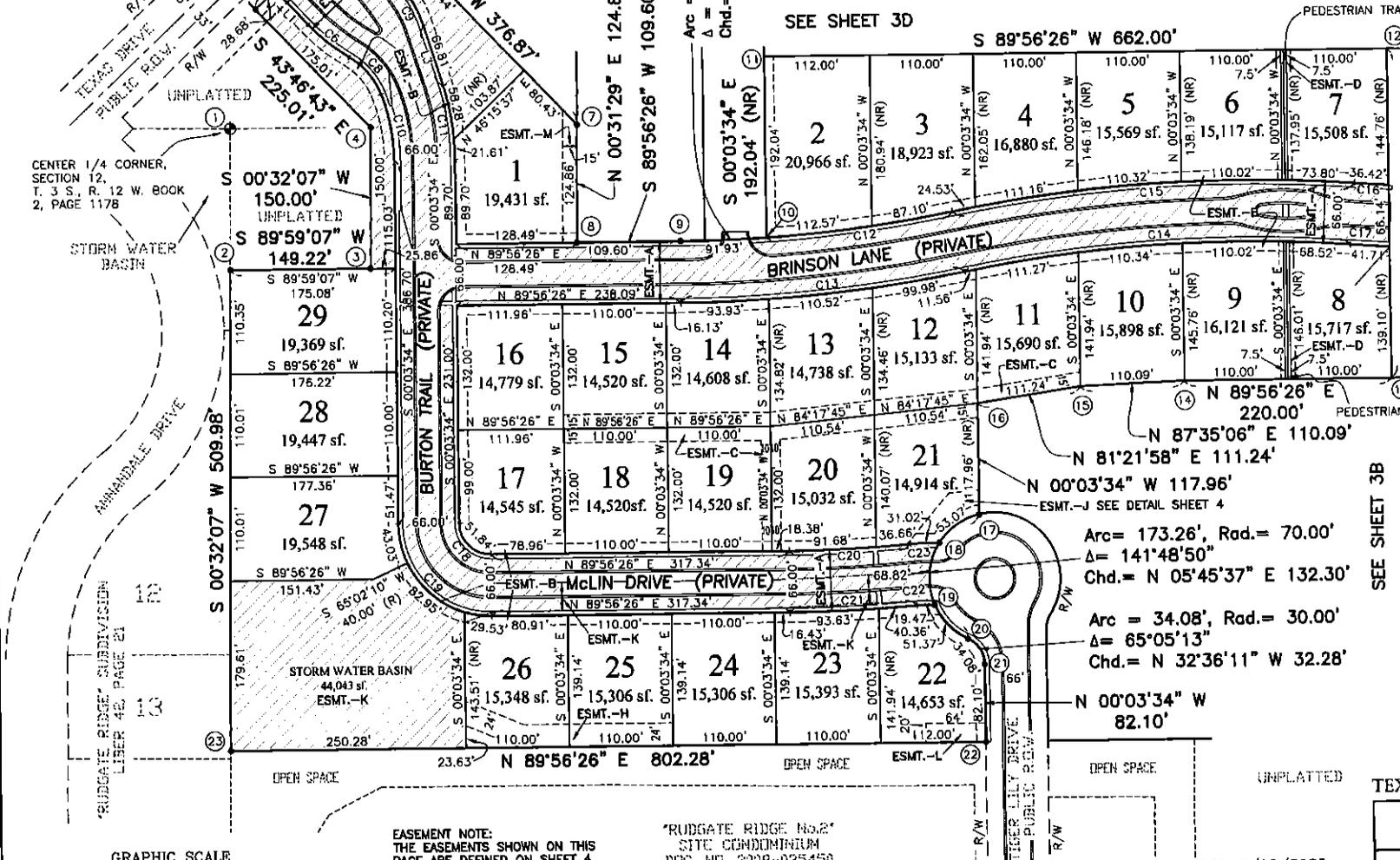
- GENERAL COMMON ELEMENT
- COORDINATE LOCATION
- CURVE NUMBER
- LINE NUMBER
- INDICATES LINE IS RADIAL
- INDICATES LINE IS NON-RADIAL
- INDICATES CONCRETE MONUMENT IN PLACE
- SQUARE FEET
- EASEMENT



APPLGATE POINTE

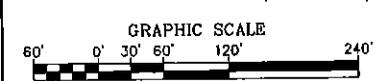
TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

SITE PLAN		DATE: 8/15/2019
MONUMENT ENGINEERING GROUP ASSOC., INC. Formerly Ingersoll, Watson & McMachen, Inc.		SHEET: 3
1209 East Milham Road, Suite B Portage, Michigan 49002 Phone 269-344-6165		JOB No.: 36467



EASEMENT NOTE:
THE EASEMENTS SHOWN ON THIS
PAGE ARE DEFINED ON SHEET 4.

RUDGATE RIDGE No.2
SITE CONDOMINIUM
DOC. NO. 2008-035458



AMENDED 8/08/2025
PROPOSED 8/15/2019

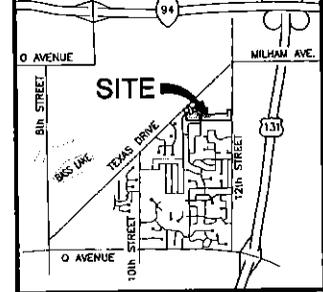
LEGEND

- SECTION LINE, SECTION CORNER
- ▨ GENERAL COMMON AREA
- 10' UTILITY EASEMENT
- 15' PEDESTRIAN WALKWAY EASEMENT
- 20' STORM EASEMENT
- AC ACRES

McLIN DRIVE CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C4	45.72'	266.00'	9°50'55"	N78°46'20"E 45.67'
C5	295.81'	1566.00'	10°49'22"	N89°06'28"E 295.37'
C6	394.70'	2467.00'	9°10'00"	N89°56'09"E 394.28'
C7	405.71'	2533.00'	9°10'37"	N89°56'28"E 405.27'
C8	308.07'	2467.00'	7°09'17"	N89°02'52"W 307.87'
C9	50.36'	33.00'	87°26'03"	N43°39'27"E 45.61'
C10	411.07'	2533.00'	9°17'54"	S89°52'49"W 410.62'
C11	395.14'	2467.00'	9°10'37"	S89°56'28"W 394.71'
C12	405.26'	2533.00'	9°10'00"	S89°56'09"W 404.82'
C13	283.34'	1500.00'	10°49'22"	S89°06'28"W 282.92'
C14	30.18'	200.00'	8°38'44"	S79°22'25"W 30.15'

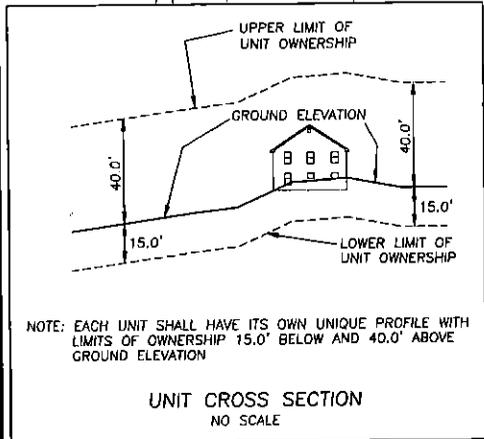
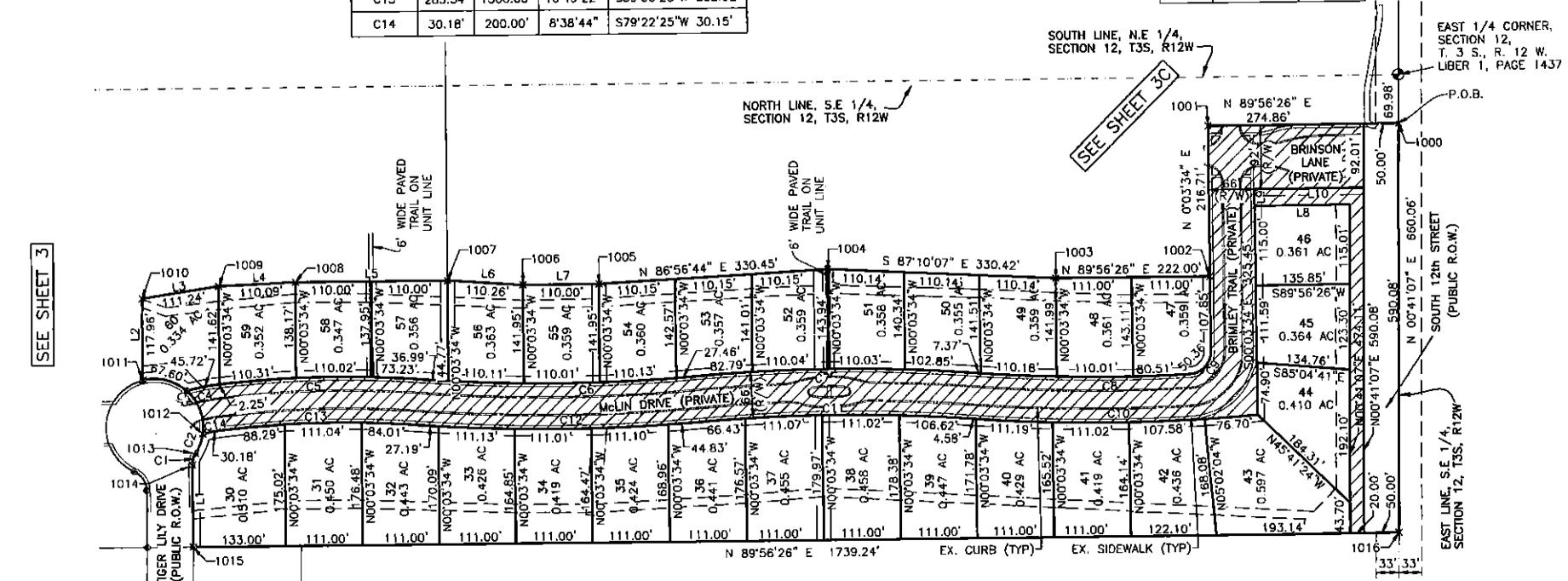
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	17.27'	30.00'	32°59'26"	N16°26'09"E 17.04'
C2	29.95'	70.00'	24°30'44"	N20°40'30"E 29.72'
C3	136.53'	70.00'	111°45'06"	N47°27'25"W 115.90'

PHASE 2 LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N0°03'34"W	118.35'
L2	N0°03'34"W	117.96'
L3	N81°21'58"E	111.24'
L4	N87°35'06"E	110.09'
L5	N89°56'26"E	220.00'
L6	S86°09'13"E	110.26'
L7	N89°49'27"E	110.00'
L8	S89°56'26"W	137.35'
L9	S00°03'34"E	23.96'
L10	N89°56'26"E	157.66'



LOCATION MAP NO SCALE

COORDINATE LISTS		
NO.	NORTHING	EASTING
1000	6184.6279	6256.4537
1001	6184.3426	5981.5922
1002	5967.6308	5981.8173
1003	5967.4003	5759.8174
1004	5983.7220	5429.8003
1005	5966.1133	5099.8184
1006	5965.7756	4989.8187
1007	5973.1719	4879.8109
1008	5972.9434	4659.8110
1009	5968.3045	4549.8158
1010	5951.6047	4439.8331
1011	5833.6440	4439.9556
1012	5755.2820	4525.3436
1013	5727.4765	4514.8506
1014	5711.1364	4510.0303
1015	5592.7878	4510.1532
1016	5594.5901	6249.3963



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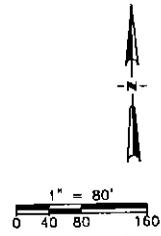
- NOTES:**
- SEE ADDITIONAL EASEMENT INFORMATION ON SHEETS 3, 4 AND 4B.
 - SEE DETAILED EASEMENT INFORMATION ON SHEET 4B.
 - UNIT 30 AND UNIT 60 SHALL NOT HAVE DRIVEWAY ACCESS ONTO TIGER LILY DRIVE.
 - UNITS 43, 44, 45 AND 46 SHALL NOT HAVE DRIVEWAY ACCESS ONTO SOUTH 12TH STREET.
 - ALL STREETS WITHIN APPLIGATE POINTE ARE PAVED PRIVATE STREETS WITH CONCRETE CURBING AND MUST BE BUILT.
 - ALL SIDEWALKS AND PEDESTRIAN TRAILS MUST BE BUILT.
 - THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS PREPARED BY INGERSOLL, WATSON & MCMACHEN, INC.
 - EASEMENTS ARE SHOWN ON THIS SHEET AND OTHER SHEETS. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.
 - ALL SHOWN DIMENSIONS ARE IN DECIMAL FEET.

AMENDED: 8/08/2025
 PROPOSED: 12/09/2021 AS-BUILT: _____

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

 298 VETERANS DRIVE
 FOWLERVILLE, MICHIGAN 48836
 (OFFICE) 517-223-3512

SITE PLAN & COORDINATES
 "APPLIGATE POINTE"
 PART OF SEC. 12, T35-R12W
 TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN
 MICHIANA DEVELOPMENT, LLC
 2186 EAST CENTRE STREET
 PORTAGE, MICHIGAN 49002
 JOB #: 36467-2 DRAWN: DC CHK: MB
 SCALE: 1" = 80' SHEET: **3B**
 DATE: 9/02/2021



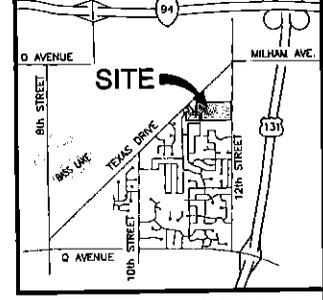
LEGEND

- SECTION LINE, SECTION CORNER
- ▨ GENERAL COMMON AREA
- 10' UTILITY EASEMENT
- 15' PEDESTRIAN WALKWAY EASEMENT
- STORM SEWER, DRAINAGE, AND GRADING EASEMENT
- AC ACRES

BRINSON LANE CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	358.42'	2467.00'	8°19'28"	S89°31'04"W 358.11'
C2	363.70'	2533.00'	8°13'36"	S89°28'08"W 363.39'
C3	405.38'	2533.00'	9°10'11"	S89°56'26"W 404.96'
C4	394.83'	2467.00'	9°10'11"	S89°56'26"W 394.40'
C5	197.41'	2467.00'	4°35'06"	N87°46'01"W 197.36'
C6	202.69'	2533.00'	4°35'06"	N87°46'01"W 202.64'

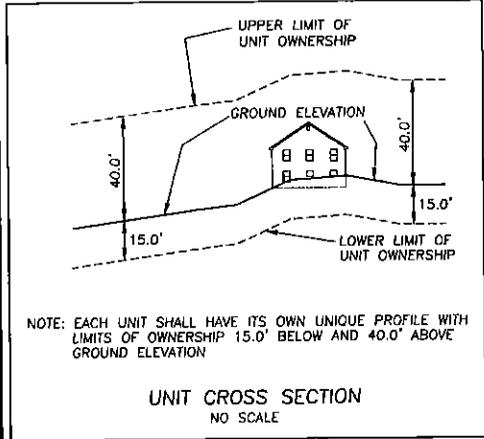
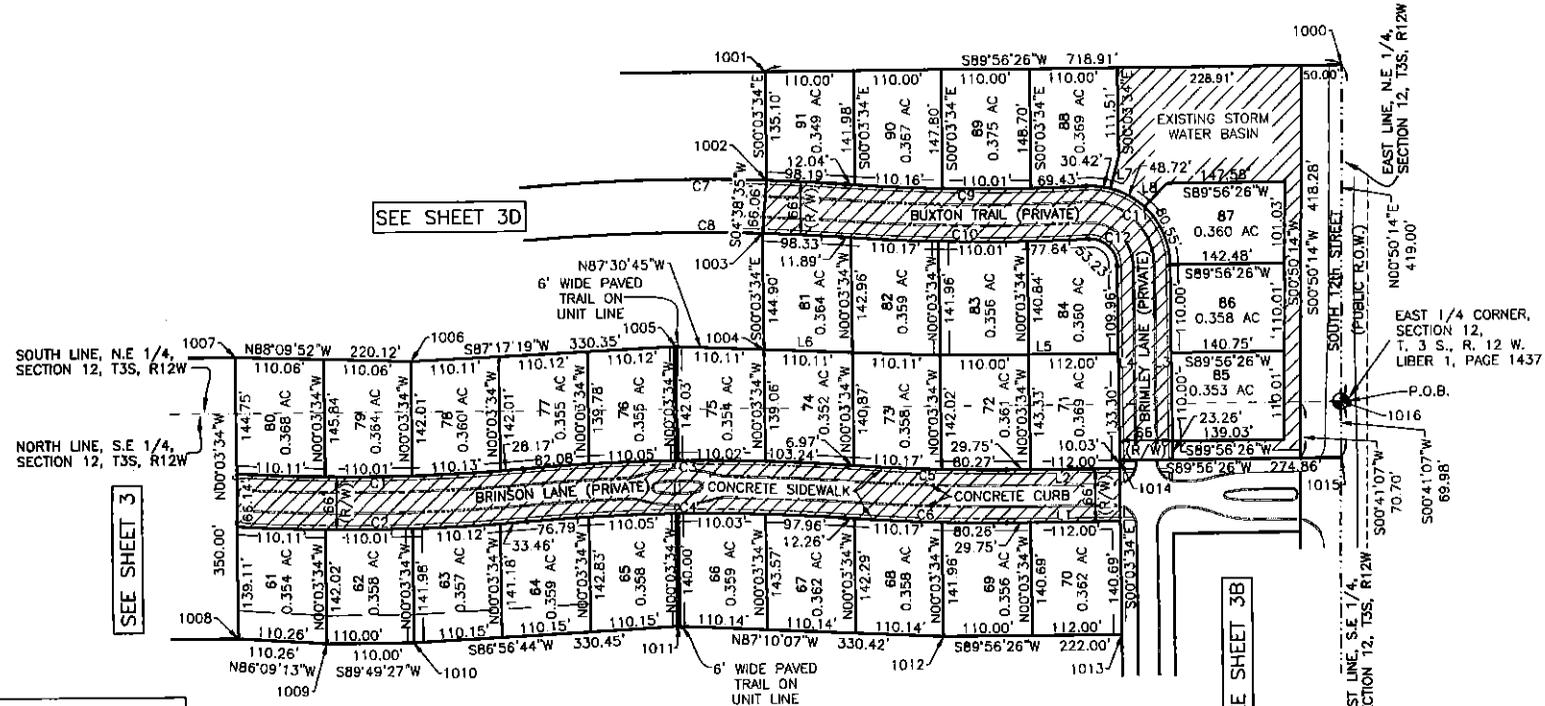
BUXTON TRAIL CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C7	405.39'	2533.00'	9°10'11"	S89°56'26"W 404.96'
C8	394.82'	2467.00'	9°10'11"	S89°56'26"W 394.40'
C9	301.64'	2467.00'	7°00'20"	N88°58'39"W 301.46'
C10	309.71'	2533.00'	7°00'20"	N88°58'39"W 309.52'
C11	159.69'	99.00'	92°25'15"	N46°16'12"W 142.93'
C12	53.23'	33.00'	92°25'15"	N46°16'12"W 47.64'

PHASE 3 LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°56'26"W	141.75'
L2	S89°56'26"W	141.75'
L3	N00°03'34"W	243.26'
L4	N00°03'34"W	243.26'
L5	S89°56'26"W	222.00'
L6	N87°30'45"W	220.22'
L7	N15°07'42"E	40.00'
L8	N43°19'24"E	40.00'



LOCATION MAP NO SCALE

COORDINATE LISTS		
NO.	NORTHING	EASTING
1000	6673.55	6263.41
1001	6672.80	5544.50
1002	6537.70	5544.64
1003	6471.86	5539.29
1004	6326.97	5539.45
1005	6331.75	5429.43
1006	6316.12	5099.45
1007	6323.17	4879.45
1008	5973.17	4879.81
1009	5965.78	4989.82
1010	5966.11	5099.82
1011	5983.72	5429.80
1012	5967.40	5759.82
1013	5967.63	5981.82
1014	6184.34	5981.59
1015	6184.63	6256.45
1016	6254.60	6257.29



SEE SHEET 3D

SEE SHEET 3B

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- NOTES:**
- SEE ADDITIONAL EASEMENT INFORMATION ON SHEETS 3, 3B, 3D 4, 4B, 4C AND 4D.
 - SEE DETAILED EASEMENT INFORMATION ON SHEET 4C.
 - THIS SHEET SHOWS UNITS WITHIN PHASE 3 OF "APPLAGATE POINTE"
 - UNIT 70, 71, AND 84 SHALL NOT HAVE DRIVEWAY ACCESS ONTO BRIMLEY LANE.
 - UNITS 85, 86, AND 87 SHALL NOT HAVE DRIVEWAY ACCESS ONTO SOUTH 12TH STREET.
 - ALL STREETS WITHIN APPLAGATE POINTE ARE PAVED PRIVATE STREETS WITH CONCRETE CURBING AND MUST BE BUILT.
 - ALL SIDEWALKS AND PEDESTRIAN TRAILS MUST BE BUILT.
 - THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS PREPARED BY MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
 - EASEMENTS ARE SHOWN ON THIS SHEET AND OTHER SHEETS. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.
 - ALL SHOWN DIMENSIONS ARE IN DECIMAL FEET.



AMENDED: 8/08/2025
 PROPOSED: 6/19/2024 AS-BUILT: —

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

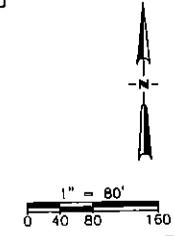
298 VETERANS DRIVE
 FOWLERVILLE, MICHIGAN 48836
 (OFFICE) 517-223-3512

SITE PLAN & COORDINATES

"APPLAGATE POINTE"
 PART OF SEC. 12, T3S-R12W
 TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

MICHIANA DEVELOPMENT, LLC
 2186 EAST CENTRE STREET
 PORTAGE, MICHIGAN 49002

JOB # : 36467-3 DRAWN: DJ CHK: PF
 SCALE : 1" = 80' SHEET: **3C**
 DATE : 6/19/2024



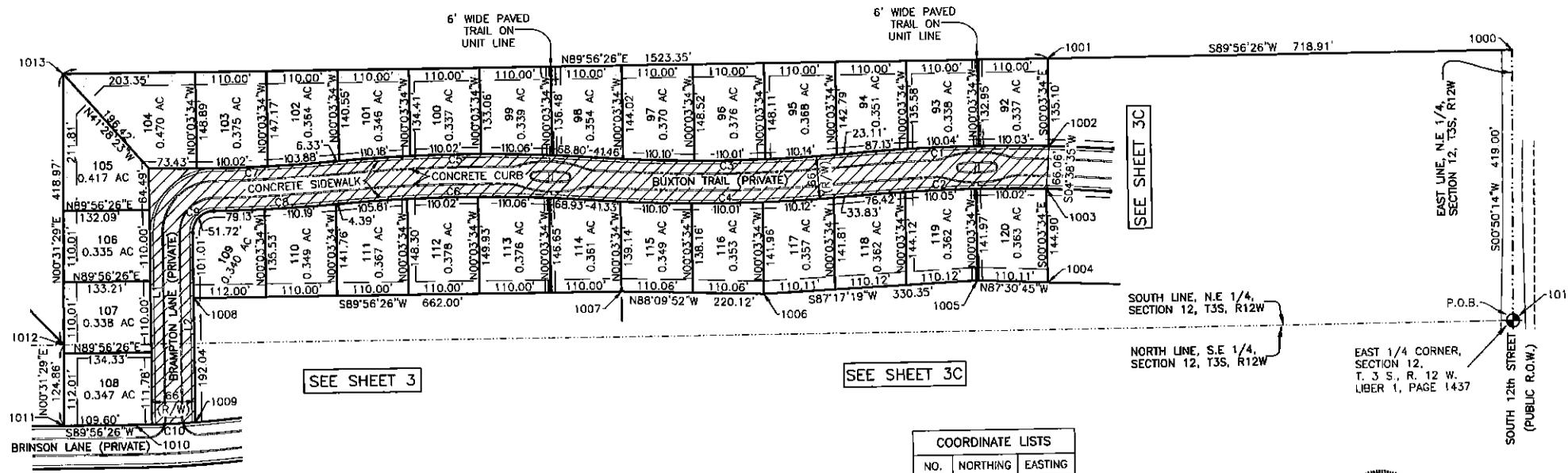
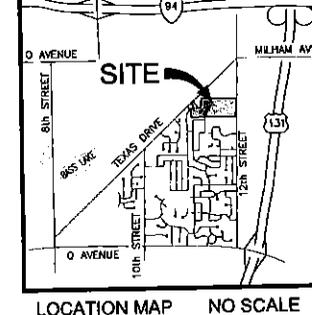
LEGEND

- SECTION LINE, SECTION CORNER
- GENERAL COMMON AREA
- 10' UTILITY EASEMENT
- 15' PEDESTRIAN WALKWAY EASEMENT
- STORM SEWER, DRAINAGE, AND GRADING EASEMENT
- SANITARY SEWER EASEMENT
- AC ACRES

BUXTON TRAIL CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	405.39'	2533.00'	9°10'11"	S89°56'26"W 404.96'
C2	394.82'	2467.00'	9°10'11"	S89°56'26"W 394.40'
C3	394.82'	2467.00'	9°10'11"	S89°56'26"W 394.40'
C4	405.39'	2533.00'	9°10'11"	S89°56'26"W 404.96'
C5	405.39'	2533.00'	9°10'11"	S89°56'26"W 404.96'
C6	394.82'	2467.00'	9°10'11"	S89°56'26"W 394.40'
C7	287.33'	2467.00'	6°40'24"	S88°41'32"W 287.17'
C8	193.71'	2533.00'	4°22'54"	S87°32'47"W 193.66'
C9	51.72'	33.00'	89°47'48"	N44°50'20"W 46.59'

PHASE 4 BOUNDARY CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C10	91.93'	1500.00'	3°30'41"	S88°11'5"W 91.92'

BRAMPTON LANE LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°3'34"E	396.27'
L2	S0°3'34"E	293.05'

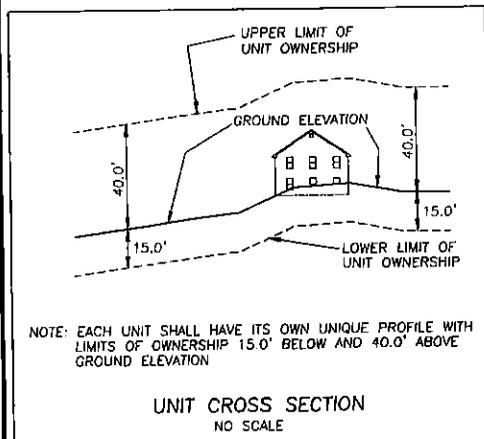


SEE SHEET 3

SEE SHEET 3

SEE SHEET 3C

SEE SHEET 3C



THIS CONDOMINIUM SUBMISSION PLAN IS NOT REQUIRED TO CONTAIN DETAILED DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

NOTES:

- SEE ADDITIONAL EASEMENT INFORMATION ON SHEETS 3, 3B, 3C, 4, 4B, 4C AND 4D.
- SEE DETAILED EASEMENT INFORMATION ON SHEET 4D.
- THIS SHEET SHOWS UNITS WITHIN PHASE 4 OF "APPLEGATE POINT".
- UNIT 108 SHALL NOT HAVE DRIVEWAY ACCESS ONTO BRINSON LANE.
- ALL STREETS WITHIN APPLGATE POINT ARE PAVED PRIVATE STREETS WITH CONCRETE CURBING AND MUST BE BUILT.
- ALL SIDEWALKS AND PEDESTRIAN TRAILS MUST BE BUILT.
- THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS PREPARED BY MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
- EASEMENTS ARE SHOWN ON THIS SHEET AND OTHER SHEETS. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.
- ALL SHOWN DIMENSIONS ARE IN DECIMAL FEET.

COORDINATE LISTS		
NO.	NORTHING	EASTING
1000	6673.55	6263.41
1001	6672.80	5544.50
1002	6537.70	5544.64
1003	6471.86	5539.29
1004	6326.97	5539.45
1005	6331.75	5429.43
1006	6316.12	5099.45
1007	6323.17	4879.45
1008	6322.48	4217.45
1009	6130.45	4217.65
1010	6127.53	4125.77
1011	6127.42	4016.18
1012	6252.28	4017.32
1013	6671.22	4021.15
1014	6254.60	6257.29



PROPOSED: 8/08/2025 AS-BUILT: -

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

MEGA ENGINEERING GROUP ASSOCIATES

298 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512

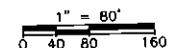
SITE PLAN & COORDINATES

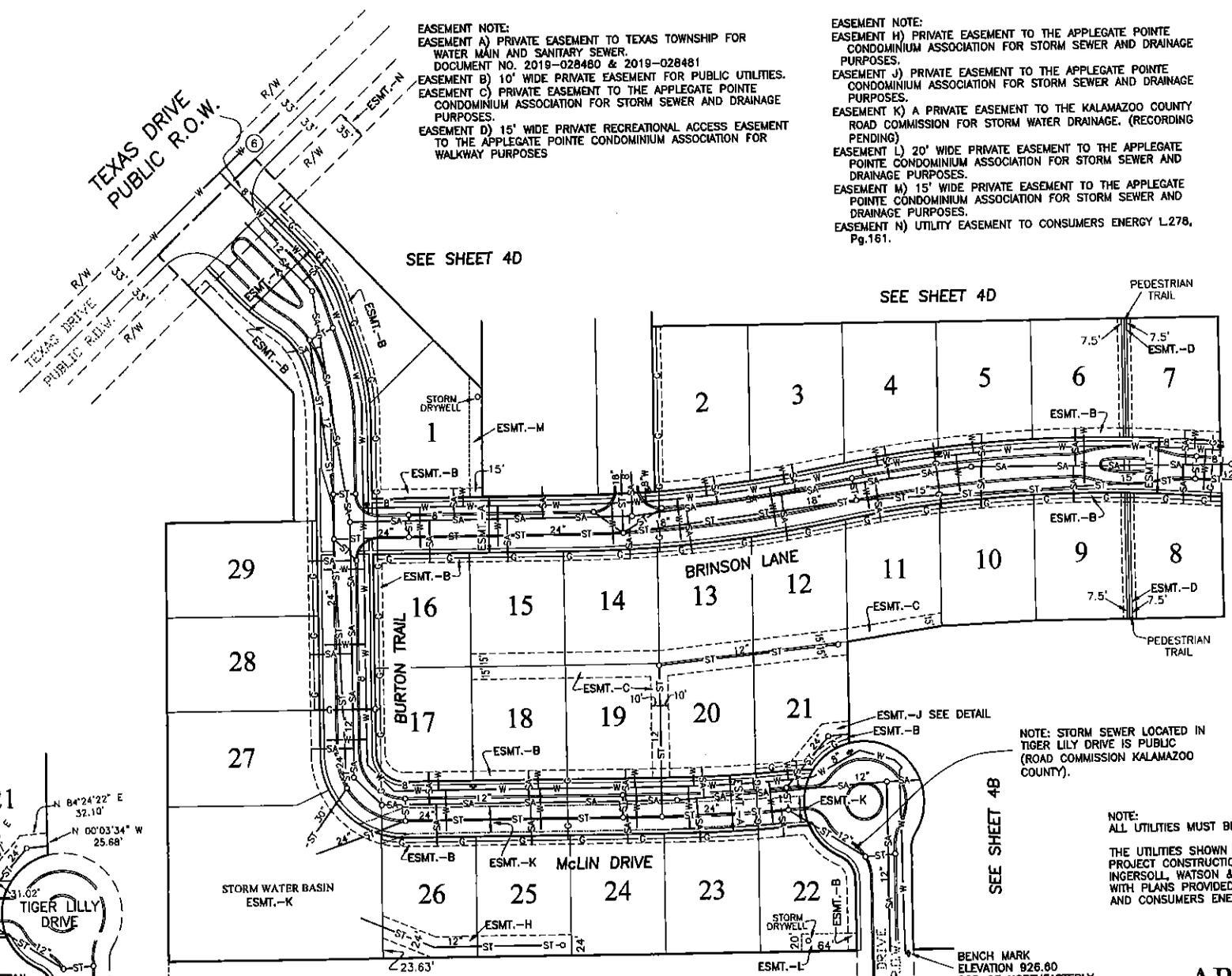
"APPLEGATE POINT"

PART OF SEC. 12, T3S-R12W
TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

MICHIANA DEVELOPMENT, LLC
2186 EAST CENTRE STREET
PORTAGE, MICHIGAN 49002

JOB #: 36467-4 DRAWN: DJ CHK: AP
SCALE: 1" = 80' SHEET: 3D
DATE: 8/08/2025





EASEMENT NOTE:
 EASEMENT A) PRIVATE EASEMENT TO TEXAS TOWNSHIP FOR WATER MAIN AND SANITARY SEWER. DOCUMENT NO. 2019-028480 & 2019-028481
 EASEMENT B) 10' WIDE PRIVATE EASEMENT FOR PUBLIC UTILITIES.
 EASEMENT C) PRIVATE EASEMENT TO THE APPLGATE POINTE CONDOMINIUM ASSOCIATION FOR STORM SEWER AND DRAINAGE PURPOSES.
 EASEMENT D) 15' WIDE PRIVATE RECREATIONAL ACCESS EASEMENT TO THE APPLGATE POINTE CONDOMINIUM ASSOCIATION FOR WALKWAY PURPOSES

EASEMENT NOTE:
 EASEMENT H) PRIVATE EASEMENT TO THE APPLGATE POINTE CONDOMINIUM ASSOCIATION FOR STORM SEWER AND DRAINAGE PURPOSES.
 EASEMENT J) PRIVATE EASEMENT TO THE APPLGATE POINTE CONDOMINIUM ASSOCIATION FOR STORM SEWER AND DRAINAGE PURPOSES.
 EASEMENT K) A PRIVATE EASEMENT TO THE KALAMAZOO COUNTY ROAD COMMISSION FOR STORM WATER DRAINAGE. (RECORDING PENDING)
 EASEMENT L) 20' WIDE PRIVATE EASEMENT TO THE APPLGATE POINTE CONDOMINIUM ASSOCIATION FOR STORM SEWER AND DRAINAGE PURPOSES.
 EASEMENT M) 15' WIDE PRIVATE EASEMENT TO THE APPLGATE POINTE CONDOMINIUM ASSOCIATION FOR STORM SEWER AND DRAINAGE PURPOSES.
 EASEMENT N) UTILITY EASEMENT TO CONSUMERS ENERGY L.278, Pg.161.

NOTE:
 1) UNITS 21 AND 22 SHALL NOT HAVE DRIVEWAY ACCESS UNTO TIGER LILY DRIVE.
 2) THE ISLAND WITHIN THE VEHICLE TURNAROUND FOR TIGER LILY DRIVE SHALL BE MAINTAINED BY THE APPLGATE POINTE CONDOMINIUM ASSOCIATION. ALL PLANTINGS WITHIN THE ISLAND SHALL BE APPROVED BY THE ROAD COMMISSION OF KALAMAZOO COUNTY PRIOR TO INSTALLATION.
 3) SHOWN EASEMENTS BASED ON CERTAIN INFORMATION PROVIDED BY THE DEVELOPER. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.

SEE SHEET 4D

SEE SHEET 4D

SEE SHEET 4C

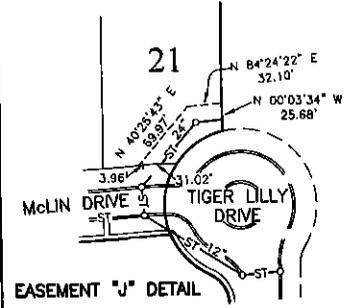
LEGEND

- SA— SANITARY SEWER
- ST— STORM SEWER
- W— WATER MAIN
- G— GAS, ELECTRIC & TELEPHONE
- E— OVERHEAD ELECTRIC LINES
- MANHOLES & CATCH BASINS
- ◊ FIRE HYDRANT

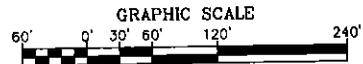
NOTE: STORM SEWER LOCATED IN TIGER LILY DRIVE IS PUBLIC (ROAD COMMISSION KALAMAZOO COUNTY).

NOTE: ALL UTILITIES MUST BE BUILT

THE UTILITIES SHOWN HEREON ARE BASED ON THE PROJECT CONSTRUCTION PLANS PREPARED BY INGERSOLL, WATSON & McMACHEN, INC. ALONG WITH PLANS PROVIDED BY THE CITY OF KALAMAZOO AND CONSUMERS ENERGY COMPANY.



NOTE: STORM SEWER LOCATED IN TIGER LILY DRIVE IS PUBLIC (ROAD COMMISSION KALAMAZOO COUNTY).



UTILITY OWNERS:
 SANITARY SEWER - TEXAS TOWNSHIP
 WATER MAIN - TEXAS TOWNSHIP / CITY OF KALAMAZOO
 STORM SEWER - CONDOMINIUM ASSOCIATION
 GAS - CONSUMERS ENERGY
 ELECTRIC - CONSUMERS ENERGY
 TELEPHONE - A.T.&T.
 CABLE TELEVISION - COMCAST

AMENDED 8/08/2025
 PROPOSED 8/15/2019

APPLGATE POINTE
 TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

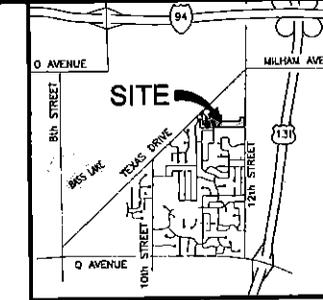
UTILITY PLAN		DATE: 8/15/2019
MONUMENT ENGINEERING GROUP ASSOC., INC. Formerly Ingersoll, Watson & McMachen, Inc.		SHEET: 4
1209 East Milham Road, Suite B Portage, Michigan 49002 Phone 269-344-6165		JOB No.: 36467

LEGEND

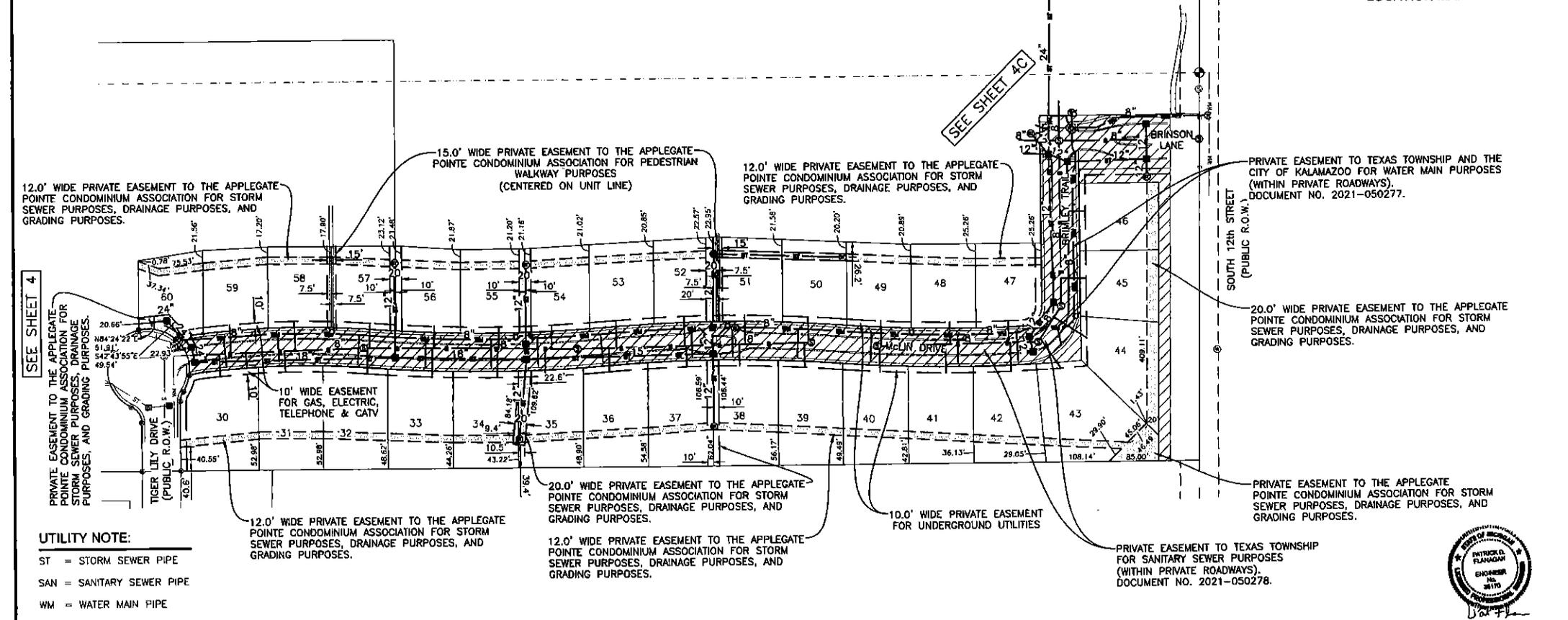
- SECTION LINE, SECTION CORNER
- GENERAL COMMON AREA
- 10' UTILITY EASEMENT
- 15' PEDESTRIAN WALKWAY EASEMENT
- 20' STORM EASEMENT

UTILITY LEGEND

- | PROPOSED | EXISTING | |
|----------|----------|---|
| | | WATER MAIN, MH, VALVE IN BOX, HYDRANT |
| | | WATER WELL, METER, STOP BOX, POST INDICATOR VALVE |
| | | STORM SEWER, MH, CB, INLET, YARD DRAIN |
| | | CULVERT/ END SECTION |
| | | SANITARY SEWER, MH, CLEAN OUT |
| | | UG GAS, MH, VALVE, LINE MARKER |
| | | UG ELEC (ELEC. CABLE, FIBER) |
| | | EASEMENTS |



LOCATION MAP NO SCALE



SEE SHEET 4

SEE SHEET 4C

UTILITY NOTE:
 ST = STORM SEWER PIPE
 SAN = SANITARY SEWER PIPE
 WM = WATER MAIN PIPE

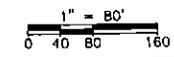
UTILITY OWNERS:
 SANITARY SEWER - TEXAS TOWNSHIP
 WATER MAIN - TEXAS TOWNSHIP & CITY OF KALAMAZOO
 STORM SEWER - CONDOMINIUM ASSOCIATION
 NATURAL GAS - CONSUMERS ENERGY
 ELECTRIC - CONSUMERS ENERGY
 TELEPHONE - AT&T
 CABLE TV - COMCAST

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

- NOTES:**
- ALL SHOWN UTILITIES MUST BE BUILT. SHOWN UTILITY LOCATIONS BASED ON PLANS PREPARED BY INGERSOLL, WATSON & McMACHEN, INC. LOCATIONS OF NATURAL GAS, ELECTRIC, TELEPHONE, AND CABLE TV LINES HAVE NOT BEEN SHOWN BUT SHALL BE PROVIDED. LOCATIONS OF UTILITY LINES TO EACH UNIT MAY NOT BE SHOWN.
 - ALL SHOWN DIMENSIONS ARE IN DECIMAL FEET.
 - UNIT 30 AND UNIT 60 SHALL NOT HAVE DRIVEWAY ACCESS ONTO TIGER LILY DRIVE
 - UNITS 43, 44, 45, AND 46 SHALL NOT HAVE DRIVEWAY ACCESS ONTO SOUTH 12TH STREET.
 - ALL STREETS WITHIN APPLAGATE POINTE ARE PAVED PRIVATE STREETS WITH CONCRETE CURBING AND MUST BE BUILT.
 - ALL SIDEWALKS AND PEDESTRIAN TRAILS MUST BE BUILT.
 - THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS PREPARED BY INGERSOLL, WATSON & McMACHEN, INC.
 - EASEMENTS ARE SHOWN ON THIS SHEET AND OTHER SHEETS. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.
 - STORM SEWER WITHIN TIGER LILY DRIVE IS PUBLIC (ROAD COMMISSION OF KALAMAZOO COUNTY).

AMENDED: 8/08/2025
 PROPOSED: 12/09/2021 AS-BUILT: _____

 298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512	UTILITY PLAN	
	"APPLAGATE POINTE" PART OF SEC. 12, T35-R12W TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN MICHIANA DEVELOPMENT, LLC 2186 EAST CENTRE STREET PORTAGE, MICHIGAN 49002	
JOB # : 36467-2	SCALE : 1" = 80'	DRAWN: DC CHK: MB
DATE : 9/02/2021		SHEET: 4B

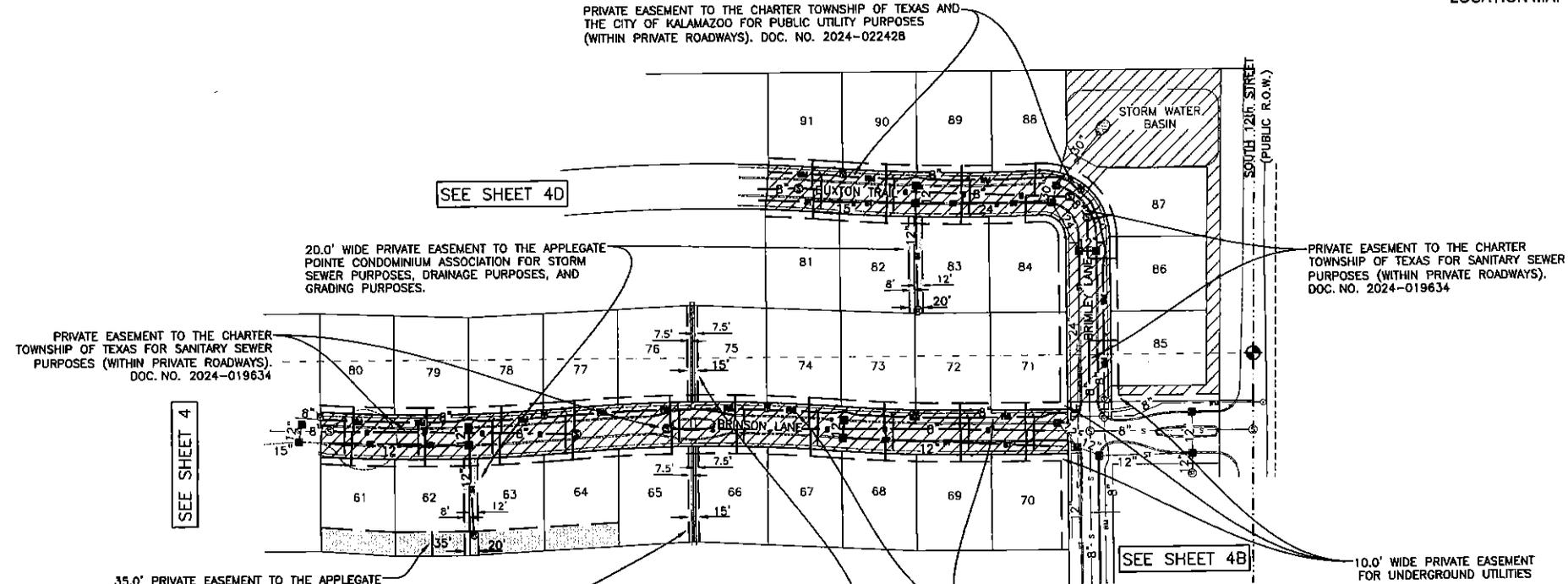
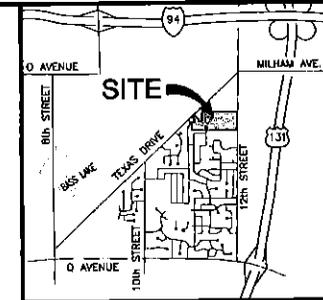


LEGEND

	SECTION LINE, SECTION CORNER
	GENERAL COMMON AREA
	10' UTILITY EASEMENT
	15' PEDESTRIAN WALKWAY EASEMENT
	STORM SEWER, DRAINAGE, AND GRADING EASEMENT

UTILITY LEGEND

PROPOSED	EXISTING	DESCRIPTION
		WATER MAIN, MH, VALVE IN BOX, HYDRANT
		WATER WELL, METER, STOP BOX, POST INDICATOR VALVE
		STORM SEWER, MH, CB, INLET, YARD DRAIN
		CULVERT/ END SECTION
		SANITARY SEWER, MH, CLEAN OUT
		UG GAS, MH, VALVE, LINE MARKER
		UG ELEC (ELEC, CABLE, FIBER) EASEMENTS



UTILITY NOTE:

ST = STORM SEWER PIPE
 SAN = SANITARY SEWER PIPE
 WM = WATER MAIN PIPE

UTILITY OWNERS:

SANITARY SEWER - TEXAS TOWNSHIP
 WATER MAIN - TEXAS TOWNSHIP & CITY OF KALAMAZOO
 STORM SEWER - CONDOMINIUM ASSOCIATION
 NATURAL GAS - CONSUMERS ENERGY
 ELECTRIC - CONSUMERS ENERGY
 TELEPHONE - AT&T
 CABLE TV - COMCAST

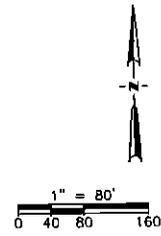
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

- NOTES:**
- ALL SHOWN UTILITIES MUST BE BUILT. SHOWN UTILITY LOCATIONS BASED ON PLANS PREPARED BY MONUMENT ENGINEERING GROUP ASSOCIATES. LOCATIONS OF NATURAL GAS, ELECTRIC, TELEPHONE, AND CABLE TV LINES HAVE NOT BEEN SHOWN BUT SHALL BE PROVIDED. LOCATIONS OF UTILITY LINES TO EACH UNIT MAY NOT BE SHOWN.
 - ALL SHOWN DIMENSIONS ARE IN DECIMAL FEET.
 - UNIT 70, 71, 84 SHALL NOT HAVE DRIVEWAY ACCESS ONTO BRIMLEY LANE.
 - UNITS 85, 86, AND 87 SHALL NOT HAVE DRIVEWAY ACCESS ONTO SOUTH 12TH STREET.
 - ALL STREETS WITHIN APPLGATE POINTE ARE PAVED PRIVATE STREETS WITH CONCRETE CURBING AND MUST BE BUILT.
 - ALL SIDEWALKS AND PEDESTRIAN TRAILS MUST BE BUILT.
 - THE IMPROVEMENTS SHOWN ARE BASED ON CONSTRUCTION PLANS PREPARED BY MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
 - EASEMENTS ARE SHOWN ON THIS SHEET AND OTHER SHEETS. ADDITIONAL EASEMENTS MAY ENCUMBER PROPERTY.



AMENDED: 8/08/2025
 PROPOSED: 6/19/2024 AS-BUILT: _____

 INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS 298 VETERANS DRIVE FOWLERVILLE, MICHIGAN 48836 (OFFICE) 517-223-3512	UTILITY PLAN	
	"APPLGATE POINTE" PART OF SEC. 12, T3S-R12W TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN MICHIANA DEVELOPMENT, LLC 2186 EAST CENTRE STREET PORTAGE, MICHIGAN 49002	
JOB # : 36467-3	SCALE : 1" = 80'	DRAWN: DJ
DATE : 6/19/2024		CHK: PF
		SHEET: 4C



THIRD AMENDED EXHIBIT D
TO
MASTER DEED OF APPLGATE POINTE

Condominium Percentage of Value Chart

<u>Unit Number</u>	<u>Percentage of Value Factor</u>	<u>Percentage of Value</u>
1	1.00	0.834
2	1.00	0.834
3	1.00	0.834
4	1.00	0.834
5	1.00	0.834
6	1.00	0.834
7	1.00	0.834
8	1.00	0.834
9	1.00	0.834
10	1.00	0.834
11	1.00	0.834
12	1.00	0.834
13	1.00	0.834
14	1.00	0.834
15	1.00	0.834
16	1.00	0.834
17	1.00	0.834
18	1.00	0.834
19	1.00	0.834
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21	1.00	0.834
22	1.00	0.834
23	1.00	0.834
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27	1.00	0.834
28	1.00	0.834
29	1.00	0.834
30	1.00	0.834
31	1.00	0.834
32	1.00	0.834
33	1.00	0.834
34	1.00	0.834
35	1.00	0.834
36	1.00	0.834
37	1.00	0.834
38	1.00	0.834
39	1.00	0.834
40	1.00	0.834
41	1.00	0.834
42	1.00	0.834
43	1.00	0.834
44	1.00	0.834
45	1.00	0.834
46	1.00	0.834
47	1.00	0.834
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49	1.00	0.834
50	1.00	0.834
51	1.00	0.834
52	1.00	0.834
53	1.00	0.834
54	1.00	0.834
55	1.00	0.834
56	1.00	0.834
57	1.00	0.834
58	1.00	0.834

<u>Unit Number</u>	<u>Percentage of Value Factor</u>	<u>Percentage of Value</u>
59	1.00	0.834
60	1.00	0.834
61	1.00	0.834
62	1.00	0.834
63	1.00	0.834
64	1.00	0.834
65	1.00	0.834
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77	1.00	0.834
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113	1.00	0.834
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115	1.00	0.834
116	1.00	0.834
117	1.00	0.834
118	1.00	0.834
119	1.00	0.834
120	1.00	0.834

EASEMENT

2025-026588
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-026588

Arrival Date and Time: 10/10/2025 9:01:00 AM

Recording Date and Time: 10/10/2025 9:04:13 AM

GRANTOR: MICHIANA LAND DEVELOPMENT
LLC

GRANTEE: KALAMAZOO CITY OF

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



Meredith Place

Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20225393

TxId: 40193209

Page 1 of 8

7R

PUBLIC UTILITY EASEMENT

THIS AGREEMENT dated July 29, 2025 between Michiana Land Development, LLC, a Michigan limited liability company, whose address is 2186 E. Centre Ave., Portage, MI 49002, ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007, ("City"), and the Charter Township of Texas, a Michigan municipal corporation, whose address is 7227 W. Q Avenue, Kalamazoo, MI 49009. ("Township").

Recitals:

- A. Grantor owns a certain parcel of real estate at Parcel 3909-12-251-061 in Texas Township, Kalamazoo County, Michigan, which is more specifically described on the attached Exhibit A ("Property").
- B. The City and Township desire to obtain an easement on, over, under, across and through a portion of the Property.
- C. Grantor agrees to grant to the City and Township a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth below, the parties agree as follows:

- 1. Grant of Easement. In consideration of only One Dollar (\$1.00), Grantor grants and conveys to the City and Township a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in the attached Exhibit B ("Easement Area").
- 2. Purpose of the Easement. The City and Township shall use the Easement Area for the purpose of constructing, operating, maintaining, repairing, improving or replacing the pipelines, connections, leads and all other components of the public water supply system ("Utility Activities").
- 3. Access to the Easement Area. The City and Township shall have the right of ingress and egress to the Easement Area from the public right-of-way, and if

necessary, through the Property, in order to carry out the Utility Activities, subject to the following conditions:

- a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore the Easement Area without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed. If necessary, such restoration shall include re-grading and reseeding any lawn areas disturbed by the City's and Township's activities.
 - c) Exercise reasonable care to protect any fixed structures, landscaping, and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Area, unless prior written approval is given by the City and Township for a particular building or structure.
4. Warranty. The Grantor covenants with the City and Township that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City and Township's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City and Township against the lawful claims of all persons.
 5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
 6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
 7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by all parties.
 8. Governing Law. This Agreement is governed under applicable Michigan law. All parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
 9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a). *[If consideration is actually paid, transfer taxes will be assessed based on the amount paid under both MCL 207.505 & 526]*

CHARTER TOWNSHIP OF TEXAS

By: Brooke Hovenkamp
Brooke Hovenkamp

Its: Superintendent

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on July 29, 2025 by Brooke Hovenkamp for and on behalf of the Grantee, the Charter Township of Texas, its Superintendent.

Jill M. Quemada
Jill M. Quemada Notary Public
Kalamazoo County, Michigan
My commission expires: 01/01/2028

Prepared By & After Recording Return To:
The Office of City Attorney, Aaron Leal
City of Kalamazoo
241 W. South St.
Kalamazoo, MI 49007
(269) 337-8185

Jill M. Quemada
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Kalamazoo
My Commission Expires 01/01/2028
Acting in the County of Kalamazoo



EXHIBIT A
 TO WATER MAIN EASEMENT
 APPLIGATE POINTE PHASE 4

EASEMENT DIAGRAM

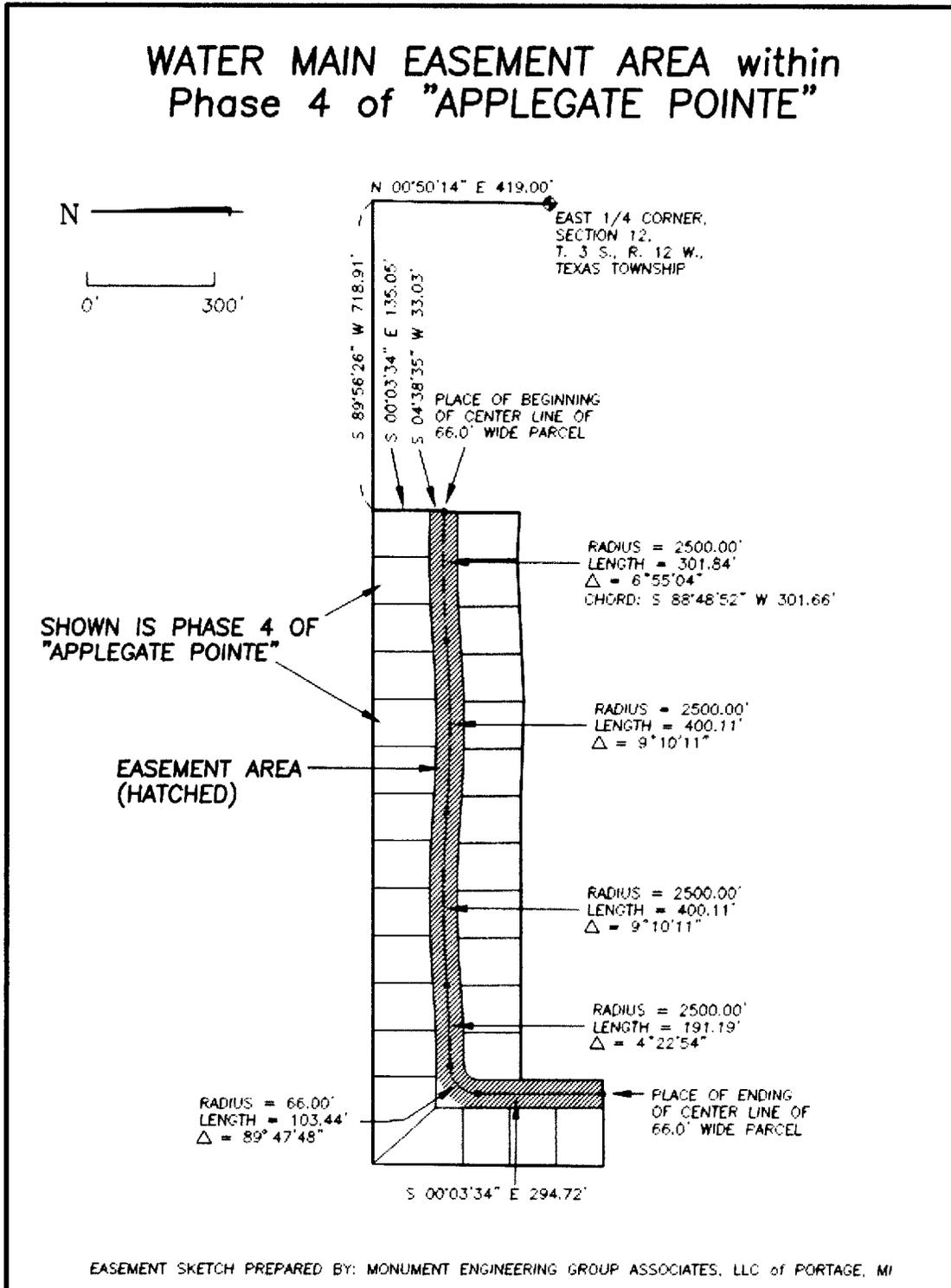


EXHIBIT A (CONTINUED)
TO WATERMAIN EASEMENT
APPLEGATE POINTE PHASE 4

EASEMENT DESCRIPTION

A 66.0 foot wide parcel of land situated in the Northeast and Southeast quarters of Section 12, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan lying 33.0 feet on each side of the following described center line: Commencing at the East quarter corner of said Section 12, thence N.00°50'14"E. 419.00 feet along the East line of the Northeast quarter of said Section 12; thence S.89°56'26"W. 718.91 feet; thence S.00°03'34"E. 135.05 feet; thence S.04°38'35"W. 33.03 feet to the Place of Beginning of said center line; thence Westerly 301.84 feet along the arc of a non-tangent curve to the left having a radius of 2500.00 feet, a central angle of 6°55'04", and a chord of S.88°48'52"W. 301.66 feet; thence Westerly 400.11 feet along the arc of a reverse curve to the right having a radius of 2500.00 feet, a central angle of 9°10'11", and a chord of S.89°56'26"W. 399.68 feet; thence Westerly 400.11 feet along the arc of a reverse curve to the left having a radius of 2500.00 feet, a central angle of 9°10'11", and a chord of S.89°56'26"W. 399.68 feet; thence Westerly 191.19 feet along the arc of a reverse curve to the right having a radius of 2500.00 feet, a central angle of 4°22'54", and a chord of S.87°32'47"W. 191.14 feet; thence Southwesterly 103.44 feet along the arc of a reverse curve to the left having a radius of 66.00 feet, a central angle of 89°47'48", and a chord of S.44°50'20"W. 93.17 feet; thence S.00°03'34"E. 294.72 feet to the Place of Ending of said center line.



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103026847998

Consumers Energy Company is authorized as of _____ by the Charter Township of TEXAS, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Charter Township of TEXAS, dated 1/1/2017.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 1/1/2017 shall remain in full force and effect.

Notification Number(s): 1073162471

Comments: JLN DD: 11744532 / STL DD: 11745030

Charter Township of TEXAS

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Charter Township of TEXAS, dated 1/1/2017, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the Charter Township.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

I, _____, clerk of the Charter Township of TEXAS do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: Charter Township

LEGEND

- PROPOSED FIRE HYDRANT ASSEMBLY (8" x 8" TEE, 6" GATE VALVE, & HYD.)
- PROPOSED STOP SIGN/STREET SIGN, PEDESTRIAN CROSSING SIGN, OR STREET SIGN
- SUGGESTED LOCATION OF PROPOSED STREET LIGHT
- PROPOSED 4.0' WIDE CONCRETE SIDEWALK
- PROPOSED CROSSWALK WITH PEDESTRIAN CROSSING SIGNS
- PROPOSED PUBLIC 8" WATER MAIN
- PROPOSED 8" PUBLIC SANITARY SEWER (6" HOUSE LEADS ARE PRIVATE)
- PROPOSED PRIVATE STORM SEWER

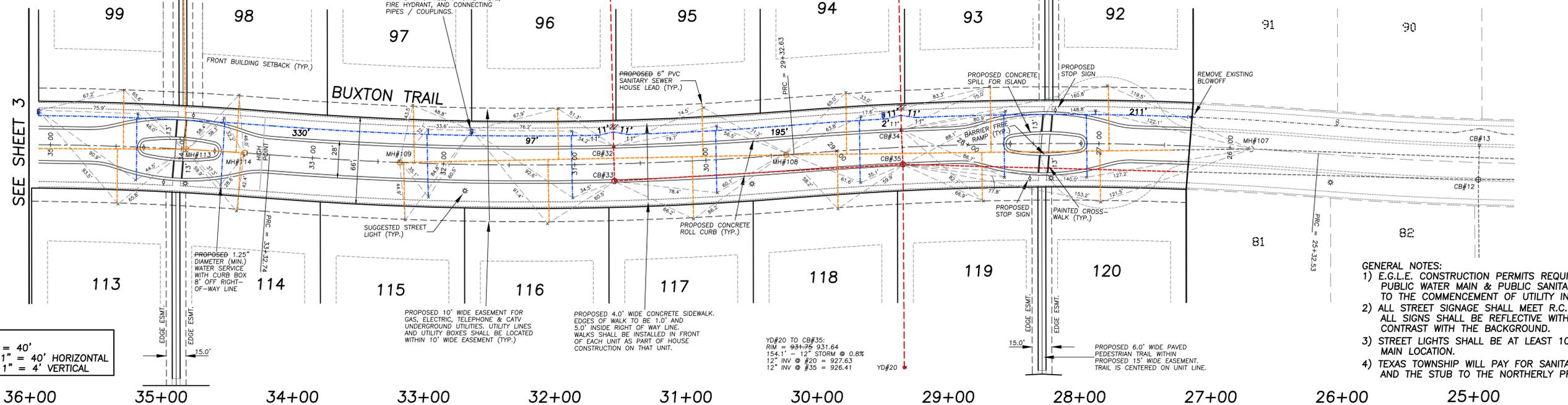
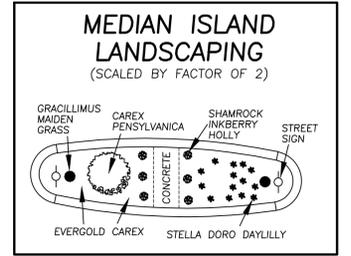
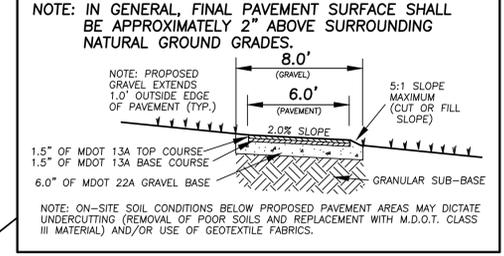
WATER MAIN NOTES:

- 1) ALL WATER MAIN MATERIALS & INSTALLATION SHALL COMPLY WITH THE CITY OF KALAMAZOO'S STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION 2021.
- 2) WATER SERVICES SHALL BE INSTALLED PRIOR TO INSTALLATION OF CURBING AND PAVEMENT.
- 3) WATER MAIN EASEMENT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF KALAMAZOO AND/OR TEXAS TOWNSHIP. THE EASEMENT SHALL BE 66 FEET WIDE AND SHALL FOLLOW THE ROUTE OF THE PROPOSED STREETS.
- 4) PER CITY OF KALAMAZOO WATER MAIN SPEC 3.01.A, NO TREES OR PERMANENT STRUCTURES SHALL BE PLACED WITHIN 10' OF CENTER LINE OF WATER MAIN PIPE OR WATER SERVICE.
- 5) FIRE HYDRANTS WITH 5.5' BURY DEPTH SHALL BE USED PER CITY OF KALAMAZOO SPEC'S

WATER MAIN AND SANITARY SEWER AS-BUILT: 11/14/2025

WATER MAIN DIMENSIONS ARE BETWEEN HYDRANTS, VALVES, AND BENDS.
 SHOWN THE DIMENSIONS ARE TO CENTER OF HYDRANTS, SANITARY LIDS, STORM LIDS, AND GRATES.

CROSS-SECTION for ASPHALT PATH



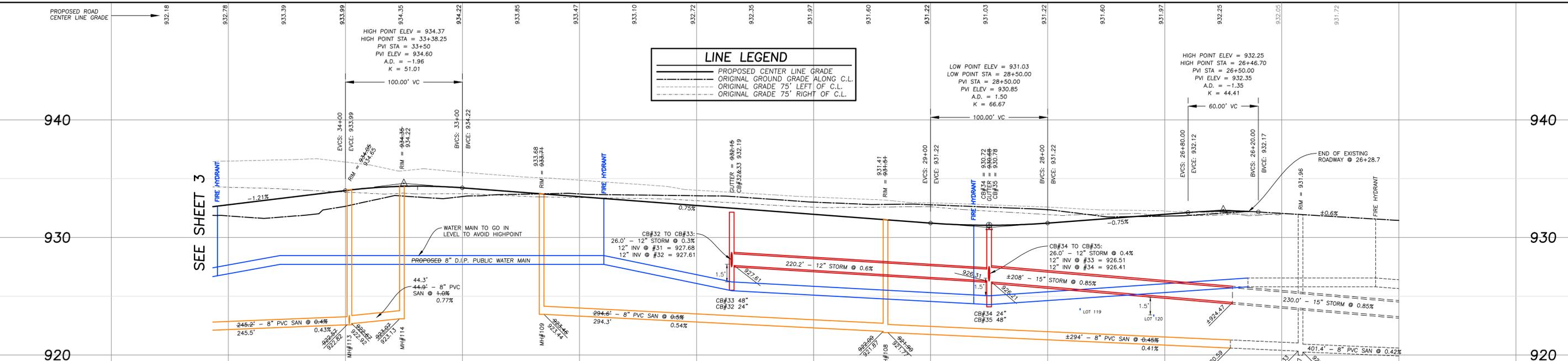
SCALES:
 PLAN VIEW: 1" = 40'
 PROFILE VIEW: 1" = 40' HORIZONTAL
 1" = 4' VERTICAL

GENERAL NOTES:

- 1) E.G.L.E. CONSTRUCTION PERMITS REQUIRED (FOR BOTH PUBLIC WATER MAIN & PUBLIC SANITARY SEWER) PRIOR TO THE COMMENCEMENT OF UTILITY INSTALLATION.
- 2) ALL STREET SIGNAGE SHALL MEET R.C.K.C STANDARDS. ALL SIGNS SHALL BE REFLECTIVE WITH LETTERS THAT CONTRAST WITH THE BACKGROUND.
- 3) STREET LIGHTS SHALL BE AT LEAST 10' FROM WATER MAIN LOCATION.
- 4) TEXAS TOWNSHIP WILL PAY FOR SANITARY MH#113 & AND THE STUB TO THE NORTHERLY PROPERTY LINE.

LINE LEGEND

- PROPOSED CENTER LINE GRADE
- ORIGINAL GROUND GRADE ALONG C.L.
- ORIGINAL GRADE 75' LEFT OF C.L.
- ORIGINAL GRADE 75' RIGHT OF C.L.



WATER NOTES:

WATER MAIN AND SERVICES SHALL:
 -HAVE AT LEAST 5' OF COVER AT ALL LOCATIONS.
 -MAINTAIN AT LEAST 18" OF VERTICAL SEPERATION WHEN CROSSING A SEWER LINE UNLESS OTHERWISE STATED.

FIRE DEPARTMENT NOTES:

- 1) DEVELOPMENT SHALL COMPLY WITH TEXAS TOWNSHIP FIRE DEPARTMENT REQUIREMENTS.
- 2) LARGE HYDRANT OPENINGS SHALL HAVE A STORZ CONNECTION
- 3) 24" OF VERTICAL CLEARANCE SHALL BE PROVIDED BETWEEN FINAL GROUND GRADE AND BOTTOM OF ALL HYDRANT DISCHARGE POINTS
- 4) TALLER FIRE HYDRANTS MAY BE NEEDED (CITY APPROVAL REQUIRED).



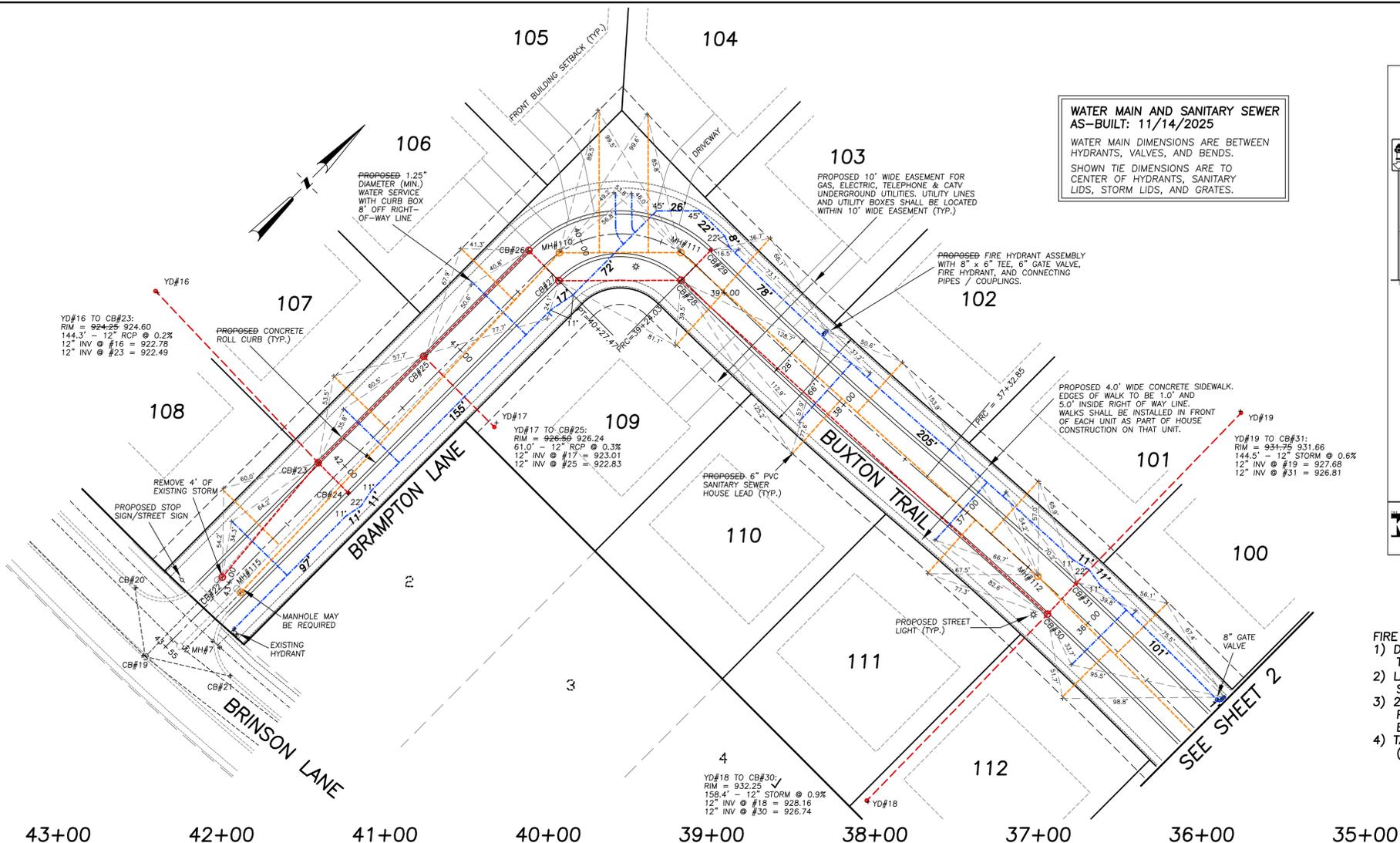
LEGEND

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- PROPOSED CROSSWALK WITH PEDESTRIAN CROSSING SIGNS
- PROPOSED PUBLIC 8" WATER MAIN
- PROPOSED 8" PUBLIC SANITARY SEWER (6" HOUSE LEADS ARE PRIVATE)
- PROPOSED PRIVATE STORM SEWER

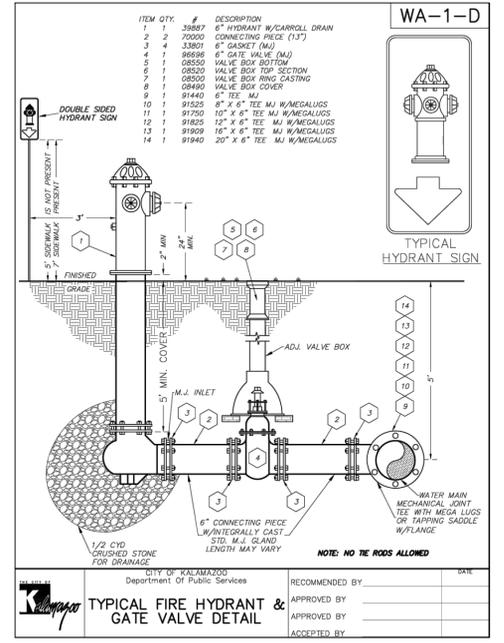
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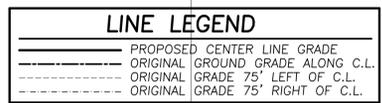
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Engineering · Surveying · Testing

552 S. 8th Street
Kalamazoo, Michigan 49009
Ph. (269) 544-1455 • Fax (269) 353-7836
www.driesenga.com

FIELD REPORT

Client: Allen Edwin Homes Date: July 31, 2025
Project: Applegate Pointe Phase 4 Project #: 2550729.4A
Temperature: 67°F Weather Conditions: Cloudy Miles: ---
Material(s) Tested: Concrete Soil Masonry Steel Asphalt
Personnel: Adam Williams Title: Engineering Technician

REMARKS

Arrived on-site at 9:45 a.m. to perform compaction testing for the sanitary sewer backfill. A nuclear density gauge was used to perform the tests. As seen on the attached report, all final tests performed exceeded the required 95% of the material's maximum dry density.

Notified Byholt Inc. of the test results.



**Field Moisture and Density Determination
Nuclear Method**

Client: Allen Edwin Homes

Project: Applegate Pointe Phase 4 Project No.: 2550729.4A

Date: July 31, 2025 Personnel: Adam Williams Gauge Serial No.: 3935

General Location of Tests: Sanitary Sewer Backfill

Material Description: Brown, Fine to Coarse Sand, Trace Gravel, Trace Silt

TEST				FIELD READINGS					LABORATORY	
Test No.	Probe Depth (in)	Location	Elev. (ft)	Wet Density (PCF)	Dry Density (PCF)	Moisture (PCF)	% Moisture	% Compaction	Maximum Density (PCF)	Optimum Moisture (%)
1	8	50' East of Structure #108	-7	122.8	112.2	10.6	9.5	99.2	113.1	14.1
2	8	100' East of Structure #108	-7	122.5	112.4	10.1	9.0	99.4	113.1	14.1
3	8	150' East of Structure #108	-7	123.1	112.6	10.5	9.3	99.6	113.1	14.1
4	8	200' East of Structure #108	-7	121.8	112.2	9.7	8.6	99.2	113.1	14.1

Test No.	Percent Moisture	Volume of Mold (ft ³)	Mold (g)	Wet Soil & Mold (g)	Wet Soil (lbs)	Wet Density (lbs/ft ³)	Max Density (lbs/ft ³)	Optimum Moisture (%)
1	9.5	.0451	1,894	4,415	5.56	123.2	113.1	14.1

Density	Moisture
CHART STANDARDS	
2458 – 2507	705 – 734
OPERATING STANDARDS	
2488	715

Remarks: Maximum Dry Density Determined by the One-Point Michigan Cone Test.



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FIELD REPORT

Client: Allen Edwin Homes Date: August 1, 2025
Project: Applegate Pointe Phase 4 Project #: 2550729.4A
Temperature: 74°F Weather Conditions: Sunny Miles: ---
Material(s) Tested: Concrete X Soil Masonry Steel Asphalt
Personnel: Diego Dotson Title: Senior Engineering Technician

REMARKS

Arrived on-site at 1:40 p.m. to perform compaction testing for the sanitary sewer backfill between manholes #108 and #109. A nuclear density gauge was used to perform the tests. As seen on the attached report, all final tests performed exceeded the required 95% of the material's maximum dry density.

Notified Allen Edwin Homes of the test results.

Field Moisture and Density Determination Nuclear Method

 Client: Allen Edwin Homes

 Project: Applegate Pointe Phase 4 Project No.: 2550729.4A

 Date: August 1, 2025 Personnel: Diego Dotson Gauge Serial No.: 25914

 General Location of Tests: Sanitary Sewer Backfill

 Material Description: Brown, Fine to Coarse Sand, Trace Silt, Gravel

TEST				FIELD READINGS					LABORATORY	
Test No.	Probe Depth (in)	Location	Elev. (ft)	Wet Density (PCF)	Dry Density (PCF)	Moisture (PCF)	% Moisture	% Compaction	Maximum Density (PCF)	Optimum Moisture (%)
1	8	10' East of Manhole #109	-7	115.1	110.4	4.8	4.3	97.6	113.1	14.1
2	8	40' East of Manhole #109	-7	116.2	110.7	5.5	5.0	97.9	113.1	14.1
3	8	55' West of Manhole #108	-7	115.8	110.1	5.7	5.2	97.3	113.1	14.1
4	8	15' West of Manhole #108	-7	113.1	107.5	5.6	5.2	95.1	113.1	14.1
5	8	20' East of Manhole #108	-4	119.3	111.7	7.6	6.8	98.8	113.1	14.1
6	8	60' East of Manhole #108	-4	116.5	110.6	6.0	5.4	97.8	113.1	14.1
7	8	95' East of Manhole #108	-4	118.4	111.0	7.5	6.7	98.1	113.1	14.1

Test No.	Percent Moisture	Volume of Mold (ft ³)	Mold (g)	Wet Soil & Mold (g)	Wet Soil (lbs)	Wet Density (lbs/ft ³)	Max Density (lbs/ft ³)	Optimum Moisture (%)

Density	Moisture
CHART STANDARDS	
1490	639
OPERATING STANDARDS	
1477	642

 Remarks: Maximum Dry Density Determined by the One-Point Michigan Cone Test established on 07/31/25.



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FIELD REPORT

Client: Allen Edwin Homes Date: August 6, 2025
Project: Applegate Pointe Phase 4 Project #: 2550729.4A
Temperature: 80°F Weather Conditions: Clear Miles: ---
Material(s) Tested: Concrete Soil Masonry Steel Asphalt
Personnel: James Barron Title: Engineering Technician

REMARKS

Arrived on-site as scheduled at 1:30 p.m. to perform compaction testing for the utility backfill from Brinson Lane to Brampton Lane. A nuclear density gauge was used to perform the tests. As seen on the attached report, all final tests performed exceeded the required 95% of the material's maximum dry density.

Notified Prein & Newhof of the test results.

Field Moisture and Density Determination Nuclear Method

 Client: Allen Edwin Homes

 Project: Applegate Pointe Phase 4 Project No.: 2550729.4A

 Date: August 6, 2025 Personnel: James Barron Gauge Serial No.: 25914

 General Location of Tests: Station 40+75 to Station 42+50 – Utility Backfill

 Material Description: Brown, Fine to Coarse Sand, Trace Gravel

TEST				FIELD READINGS					LABORATORY	
Test No.	Probe Depth (in)	Location	Elev. (ft)	Wet Density (PCF)	Dry Density (PCF)	Moisture (PCF)	% Moisture	% Compaction	Maximum Density (PCF)	Optimum Moisture (%)
1	12	Station 40+75	6	119.1	110.2	7.9	7.1	99.4	110.9	14.8
2	12	Station 41+75	6	117.5	109.0	8.5	7.8	98.3	110.9	14.8
3	12	Station 42+50	6	116.8	109.6	7.2	6.5	98.8	110.9	14.8

Test No.	Percent Moisture	Volume of Mold (ft ³)	Mold (g)	Wet Soil & Mold (g)	Wet Soil (lbs)	Wet Density (lbs/ft ³)	Max Density (lbs/ft ³)	Optimum Moisture (%)
1	7.1	.0458	2,021	4,472	5.40	118.0	110.9	14.8

Density	Moisture
CHART STANDARDS	
1474 – 1504	636 – 660
OPERATING STANDARDS	
1482	636

 Remarks: Maximum Dry Density Determined by the One-Point Michigan Cone Test.



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FIELD REPORT

Client: Allen Edwin Homes Date: August 8, 2025
Project: Applegate Pointe Phase 4 Project #: 2550729.4A
Temperature: 70°F Weather Conditions: Cloudy Miles: ---
Material(s) Tested: Concrete Soil Masonry Steel Asphalt
Personnel: Diego Dotson Title: Senior Engineering Technician

REMARKS

Arrived on-site at 6:20 a.m. to perform compaction testing for the utility backfill. A nuclear density gauge was used to perform the tests. As seen on the attached report, all final tests performed exceeded the required 95% of the material's maximum dry density.

Notified Allen Edwin Homes of the test results.



**Field Moisture and Density Determination
Nuclear Method**

Client: Allen Edwin Homes

Project: Applegate Pointe Phase 4 Project No.: 2550729.4A

Date: August 8, 2025 Personnel: Diego Dotson Gauge Serial No.: 25914

General Location of Tests: Utility Backfill

Material Description: Light Brown, Fine Sand, Trace Silt, Gravel

TEST				FIELD READINGS					LABORATORY	
Test No.	Probe Depth (in)	Location	Elev. (ft)	Wet Density (PCF)	Dry Density (PCF)	Moisture (PCF)	% Moisture	% Compaction	Maximum Density (PCF)	Optimum Moisture (%)
1	8	10' West of Manhole #111	-6	113.0	109.8	3.2	2.9	97.1	113.1	14.1
2	8	50' West of Manhole #111	-6	115.7	110.7	5.0	4.5	97.9	113.1	14.1
3	8	10' East of Manhole #112	-6	116.8	111.9	4.9	4.4	98.9	113.1	14.1

Test No.	Percent Moisture	Volume of Mold (ft ³)	Mold (g)	Wet Soil & Mold (g)	Wet Soil (lbs)	Wet Density (lbs/ft ³)	Max Density (lbs/ft ³)	Optimum Moisture (%)

Density	Moisture
CHART STANDARDS	
1486	642
OPERATING STANDARDS	
1483	638

Remarks: Maximum Dry Density Determined by the One-Point Michigan Cone Test established on 08/01/25.



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FIELD REPORT

Client: Allen Edwin Homes Date: August 15, 2025
Project: Applegate Pointe Phase 4 Project #: 2550729.4A
Temperature: 85°F Weather Conditions: Sunny Miles: ---
Material(s) Tested: Concrete Soil Masonry Steel Asphalt
Personnel: Diego Dotson Title: Senior Engineering Technician

REMARKS

Arrived on-site at 12:00 p.m. to perform compaction testing for the utility backfill. A nuclear density gauge was used to perform the tests. As seen on the attached report, all final tests performed exceeded the required 95% of the material's maximum dry density.

Notified Allen Edwin Homes of the test results.



**Field Moisture and Density Determination
Nuclear Method**

Client: Allen Edwin Homes

Project: Applegate Pointe Phase 4 Project No.: 2550729.4A

Date: August 15, 2025 Personnel: Diego Dotson Gauge Serial No.: 25914

General Location of Tests: Utility Backfill

Material Description: Light Brown, Fine to Coarse Sand, Trace Silt, Gravel

TEST				FIELD READINGS					LABORATORY	
Test No.	Probe Depth (in)	Location	Elev. (ft)	Wet Density (PCF)	Dry Density (PCF)	Moisture (PCF)	% Moisture	% Compaction	Maximum Density (PCF)	Optimum Moisture (%)
1	8	10' West of Manhole #114	-10	114.7	108.4	6.3	5.8	95.6	113.4	14.0
2	8	20' West of Manhole #113	-10	116.3	111.3	5.0	4.5	98.1	113.4	14.0
3	8	15' East of Manhole #112	-10	115.1	109.1	6.0	5.5	96.2	113.4	14.0

Test No.	Percent Moisture	Volume of Mold (ft³)	Mold (g)	Wet Soil & Mold (g)	Wet Soil (lbs)	Wet Density (lbs/ft³)	Max Density (lbs/ft³)	Optimum Moisture (%)
1	5.8	.0447	1,938	4,345	5.31	118.7	113.4	14.0

Density	Moisture
CHART STANDARDS	
1499	639
OPERATING STANDARDS	
1492	647

Remarks: Maximum Dry Density Determined by the One-Point Michigan Cone Test.



DEVON TITLE AGENCY
 3250 W. Centre Ave, Suite 2
 Portage MI 49024
 Phone: 269-323-8600
 Fax: 269-323-8610
www.devontitle.com

ALTA COMMITMENT FOR TITLE INSURANCE
 issued by
STEWART TITLE GUARANTY COMPANY

Transaction Identification, for which the Company assumes no liability as set forth in Commitment Condition 5.e.
 Issuing Office's ALTA Registry® ID: 1033891 Commitment Number: **20040748**

Property Address: **Applegate Pointe - Phase 4 Master, Kalamazoo, MI 49009**

SCHEDULE A

1. Commitment Date: **November 14, 2025, at 8:00 am**
2. Policy to be issued:
 - (a) **2021 ALTA® Owner's Policy of Title Insurance**

Proposed Insured:	Michiana Land Development LLC a Michigan Limited Liability Company
Proposed Amount of Insurance:	\$2,000,000.00
The estate or interest to be insured:	Fee Simple
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date vested in: [Michiana Land Development, LLC, a Michigan limited liability company](#)
5. The Land is described as follows:
 Land situated in the Township of Texas, County of Kalamazoo, State of Michigan

SEE SCHEDULE C FOR COMPLETE LEGAL DESCRIPTION

DEVON TITLE AGENCY

By: _____
Kim Bertolini, Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I - RequirementsCommitment Number: **20040748**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay unpaid taxes and assessments unless shown paid.
6. The insurer must be notified of any construction improvements, renovations or remodeling and reserves the right to add any additional requirements.
7. For any document creating the insured title or interest that will be executed, notarized, and recorded electronically using IPEN or RON, the following requirements apply:
 - Execution of the instrument(s) to be insured pursuant to the requirements of the Michigan Uniform Electronic Transaction Act MCL 450.831 et. seq.
 - Acknowledgement of the instrument(s) to be insured by a notary properly commissioned as an electronic or remote notary public by the Michigan Secretary of State with the ability to perform electronic or remote notarial acts under the Michigan Law on Notarial Acts - MCL 55.261 - 55.315.
 - Electronic recordation of the instrument(s) to be insured in the County Clerk/Register of Deeds of Kalamazoo County, Michigan.
8. NOTE: A search of the Kalamazoo County Records, as of the effective date herein, reveals that the subject property is free and clear of any existing mortgages. If owner is aware of any outstanding mortgage interests or encumbrances on the subject property, they must notify Devon Title Agency immediately. The Company reserves the right to require further evidence to confirm that the property is unencumbered, and to make additional requirements and/or exceptions upon receipt of the requested evidence.
9. Submit status letter from [Applegate Pointe Condominium](#) certifying that there are no delinquent dues, charges or assessments as provided in the statutes and/or master deed, as amended. Said letter shall also specify the amount of any monthly dues and indicate the period covered, and waive any right of first refusal or right of approval of sale. Upon receipt, additional requirements may be imposed.
10. We must be furnished from Michiana Land Development LLC a Michigan Limited Liability Company a copy of (1) the Articles of Organization (2) written operating agreement and all amendments thereto, (3) current membership roster and (4) evidence of good standing (or current registration) of said limited liability company. Unless the deed is executed by all members, we must also be furnished with evidence satisfactory to the Company that all necessary

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consents, authorizations, resolutions, notices and actions relating to the deed and the execution and delivery of the deed as required under applicable law and the governing documents have been conducted, given or properly waived.

11. Submission of an Affidavit in recordable form executed by the present title holder as shown in Schedule "A", Paragraph 3, establishing the following facts:
 - A. That the present affiant is in possession of said property and has no knowledge of any other parties in possession or claiming rights of possession.
 - B. That the Affiant has no knowledge of the granting of any unrecorded water, mineral and/or oil rights, unrecorded easements or claims of easements, boundary lines disputes or claims of such grants or rights relative thereto.
 - C. Affiant's marital status throughout term of ownership.
12. Furnish to the Company a fully executed sworn statement from general contractor, with full unconditional waivers from all subcontractors and/or suppliers showing payment in full on recent construction.
13. Submit fully executed owner's indemnity agreement and builder's indemnity agreement.
14. NOTE: The address(s) recited herein is/are for informational purposes only. The Company neither guarantees nor insures its accuracy.
15. NOTE: No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
16. NOTE: The following information is provided for informational purposes only, the accuracy of which is neither guaranteed nor insured, including but not limited to Principal Residence Exemption status. No liability is assumed by the Company for increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for insured premises.

Tax Information as found:

Commonly known as: Applegate Pointe - Phase 4 Master, Kalamazoo, MI 49009
 Tax I.D. Number: 3909-12-251-061 (Parent Parcel)
 2025 SEV: \$215,400.00
 2025 Taxable Value: \$215,400.00
 2025 Summer Tax Amount: \$2,307.13 PAID
 2024 Winter Tax Amount: \$9,293.40 PAID
 Special Assessments: Not available at the time of examination
 Principal Residence Exemption: 0% for tax year 2025
 School District: Portage Public Schools

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SCHEDULE B, PART II - ExceptionsCommitment Number: **20040748**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens, or encumbrances, or claims thereof not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any liens or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Rights and claims of parties in possession, and anyone claiming by, through or under them.
7. Homestead rights, if any, of the spouse of any individual insured or of any individual shown herein to be a party in interest.
8. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.
9. Taxes and assessments not yet due and payable at Commitment date.
10. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges that are not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the Date of Closing. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
11. The address(s) recited herein is/are for informational purposes only. The Company neither guarantees nor insures its accuracy.
12. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.

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13. Easement rights in favor of any and all utility companies, public or otherwise, over and across the land described in Schedule A for the location, servicing and maintenance of facilities located on, over or under land, if any.
14. Any and all easements and restrictions as shown on the recorded condominium.
15. Subject to the rights of the co-owners of Applegate Pointe Condominium in general common elements and limited common elements and all of the terms, conditions, regulations, restrictions, easements and other matters as set forth in the Master Deed recorded in Document No. 2019-028485 inclusive, Kalamazoo County Records, and any subsequent amendments thereto, and as disclosed by Act 59 of the Public Act of 1978, as amended, and any enforcement of Section 67 of the Condominium Act.
16. Rights of co-owners in undeveloped land that reverts to general common elements by operation of law pursuant to the Michigan Condominium Act (MCL 559.167(4)).
17. Any and all terms and conditions, regulations, restrictions and easements and other matters set forth in the Master Deed for said Condominium and any amendments thereto.
18. Anything herein to the contrary notwithstanding, there shall be no liability hereunder for loss or damage incurred or resulting from failure to submit to the Company, or failure to record, the document(s) necessary to evidence the estate or interest insured hereunder.
19. Oil, gas and mineral reservations of every kind and nature and all rights, privileges pertinent or incidental thereto, recorded or unrecorded.
20. Rights of the public in any part thereof taken, used or deeded for street, road or highway purposes.
21. Subject to any municipal regulation, including, but not limited to, water, sewer and septic which requires an inspection prior to the sale and/or transfer of the subject property.
22. Terms, conditions and provisions contained in Sanitary Sewer Easement recorded in Document No. 2019-028480 of Kalamazoo County Records.
23. Terms, conditions and provisions contained in Water Main Easement recorded in Document No. 2019-028481 of Kalamazoo County Records.
24. Terms, conditions and provisions contained in Sanitary Sewer Easement recorded in Document No. 2019-028482 of Kalamazoo County Records.
25. Terms, conditions and provisions contained in Water Main Easement recorded in Document No. 2019-028483 of Kalamazoo County Records.
26. Terms, conditions and provisions contained in Temporary Vehicle Turnaround Easement Agreement recorded in Document No. 2019-028484 of Kalamazoo County Records.
27. Terms, conditions and provisions contained in Water Main Easement recorded in Document No. 2021-050277 of Kalamazoo County Records.
28. Terms, conditions and provisions contained in Sanitary Sewer Easement recorded in Document No. 2021-050278 of Kalamazoo County Records.
29. Terms, conditions and provisions contained in instrument recorded in Liber 1798, page 648 of Kalamazoo County

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Records.

30. Easement for public utilities, as disclosed by Instrument recorded in Document No. 2024-022428, Kalamazoo County Records.

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SCHEDULE C
Legal Description

LAND SITUATED IN THE TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

UNITS 92 THROUGH 120, INCLUSIVE, APPLGATE POINTE, A SITE CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN DOCUMENT NO. 2019-028485, KALAMAZOO COUNTY RECORDS, AND DESIGNATED AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 288, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE DESCRIBED MASTER DEED AND AMENDMENTS THERETO AND AS DISCLOSED BY ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
Stewart Title Guaranty Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, **Stewart Title Guaranty Company** (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

DEVON TITLE AGENCY



By: _____
Kim Bertolini, Authorized Signatory

STEWART TITLE GUARANTY COMPANY



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS
 - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements; and
 - f. Schedule B, Part II - Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE**

Updated: August 24, 2023

This Stewart Information Services Corporation Privacy Notice (“Notice”) explains how we and our affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver’s license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart’s affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in

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response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

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**STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

Effective Date: January 1, 2020
Updated: August 24, 2023

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this Privacy Notice (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.
- F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)

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- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or

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2. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable. To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

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DEVON TITLE AGENCY
3250 W. Centre Ave, Suite 2
Portage MI 49024
Phone: 269-323-8600
Fax: 269-323-8610
www.devontitle.com

PRIVACY POLICY

Property: **Applegate Pointe - Phase 4 Master, Kalamazoo, MI 49009**

File No: **20040748**

Devon Title Agency respects the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information obtained during the normal course of business. The Devon Title Agency Privacy Policy applies to all of its customers, former customers and applicants.

The Information We Collect:

The types of information we may collect from you, your lender, attorney, real estate broker, public records or other sources include, but not limited to:

- your contact information (name, address, telephone numbers, email address, etc.)
- information about your transaction such as the address of the subject property, the purchase price, existing liens, easements, and other title information obtained from the public record
- your social security number
- driver license or other government issued identification
- information from third parties such as surveys, real estate tax information, escrow account balances, payoff amounts, etc.

The Way We Use and Disclose This Information:

We use the information obtained to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information as needed to our affiliates or nonaffiliated third parties to carry out and service your real estate transaction, to protect against fraud and unauthorized transactions, to provide information to government or law enforcement agencies and as otherwise permitted by law.

Our Commitment To Data Security

We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and those we contract with to provide you with the products and services requested.

If you have any questions about our privacy policy notice, please feel free to contact our corporate office at 248-273-4300 and ask for the legal department.

Handling of Escrow Funds

All escrow funds received by Devon Title Agency as Escrow Agent will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Escrow Agent. Escrow Agent may be eligible to participate in a program whereby it may receive (i) favorable loan terms and earn income from the deposit, and (ii) other direct or indirect benefits from its financial institution by reason of the deposit and/or the maintenance of such accounts. Escrow Agent shall have no obligation to account to any party in any manner for the value of, or to pay to any party, any benefit received by Escrow Agent from its financial institution.

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Monument Engineering Group Associates, Inc.

Developing Lifelong Relationships

monumentengineering.com

298 Veterans Drive, Fowlerville, MI 48836 (HQ)
(517) 223-3512



December 9, 2025

Texas Charter Township
7227 West Q Avenue
Kalamazoo, Michigan 49009

RE: Phase 4 of Applegate Pointe

Dear Texas Township,

This letter is written to confirm that the rear unit corners have been placed for Phase 4 of Applegate Pointe. These unit corners were placed during December of 2025 by a survey crew from this office. Please note that the front unit corners will be placed after Consumers Energy has installed their gas and electric facilities.

Thank you to Texas Township staff and officials, and the Township Engineer, for your assistance with this project. Please contact this office if there are any questions.

Sincerely,
Monument Engineering Group Associates, Inc.

A handwritten signature in blue ink that reads 'Pat Flanagan'.

Patrick D. Flanagan, P.E.

OWNER'S POLICY OF TITLE INSURANCE
Issued By
Old Republic National Title Insurance Company
SCHEDULE A

Name & Address of Title Insurance Company:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, 400 Second Avenue South, Minneapolis, MN 55401

Policy No.: **OX 14135222**

File No.: **20013665**

Policy Amount: **\$381,600.00**

Premium: **\$1,740.50**

Policy Date: **January 27, 2022, at 11:40 am**

Street Address of the Land: **Applegate Pointe - Phase 4, Texas, MI 49009 (Kalamazoo County)**

1. Name of Insured:

Westview Capital LLC, a Michigan Limited Liability Company

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**

3. Title is vested in:

Westview Capital LLC, a Michigan Limited Liability Company

4. The Land referred to in this policy is described as follows:

Land situated in the Township of Texas, County of Kalamazoo, State of Michigan

SEE SCHEDULE C FOR COMPLETE LEGAL DESCRIPTION

DEVON TITLE AGENCY

By: 

Jammie J. Dunklee, Authorized Signatory

OWNER'S POLICY OF TITLE INSURANCE
Issued By
Old Republic National Title Insurance Company

SCHEDULE B - EXCEPTIONS FROM COVERAGE

Policy No. **OX 14135222**

File No: **20013665**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens, or encumbrances, or claims thereof not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any liens or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Rights and claims of parties in possession, and anyone claiming by, through or under them.
7. Homestead rights, if any, of the spouse of any individual insured or of any individual shown herein to be a party in interest.
8. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.
9. Taxes and assessments not discoverable due to limited availability or closures of municipalities, and, further, those not yet due and payable at Closing date.
10. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not discoverable due to limited availability or closures of municipalities, and, further those that are not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the Date of Closing. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
11. The address(s) recited herein is/are for informational purposes only. The Company neither guarantees nor insures its accuracy.
12. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
13. Oil, gas and mineral reservations of every kind and nature and all rights, privileges pertinent or incidental thereto, recorded or unrecorded.
14. Loss or damage sustained as a result of any discrepancy between "assessed description" and "legal description" set forth herein.
15. Subject to any municipal regulation, including, but not limited to, water, sewer and septic which requires an inspection prior to the sale and/or transfer of the subject property.

16. Easement in favor of Consumers Power Company, as disclosed by instrument recorded in Liber 278, page 161, Kalamazoo County records.
17. Terms, conditions and provisions contained in the instrument recorded in Liber 792, page 887, Kalamazoo County records.
18. Terms, conditions and provisions contained in the instrument recorded in Liber 813, page 670, Kalamazoo County records.
19. Terms, conditions and provisions contained in the instrument recorded in Liber 1798, page 648, Kalamazoo County records.
20. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
21. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
22. Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.
23. Easement rights in favor of any and all utility companies, public or otherwise, over and across the land described in Schedule A for the location, servicing and maintenance of facilities located on, over or under land, if any.
24. Loss or damage sustained as a result of any discrepancy between "assessed description" and "legal description" set forth herein.

SCHEDULE C
Legal Description

LAND SITUATED IN THE TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST; THENCE N. 00°50'14" E. 419.00 FEET (PREVIOUSLY RECORDED AS 419.14 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S. 89°56'26" W. 718.91 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE PLACE OF BEGINNING; THENCE S. 00°03'34" E. 135.05 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE S. 04°38'35" W. 66.06 FEET; THENCE S. 00°03'34" E. 144.95 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE N. 87°30'45" W. 110.11 FEET; THENCE S. 87°17'19" W. 330.35 FEET; THENCE N. 88°09'52" W. 220.12 FEET TO THE NORTHEAST CORNER OF UNIT 7 OF THE "APPLEGATE POINTE" CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN DOCUMENT NO. 2019-028485 AS AMENDED, AND DESIGNATED AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 288, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED; THENCE S. 89°56'26" W. 662.00 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE S. 00°03'34" E. 192.04 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE WESTERLY 91.93 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 03°30'41", AND A CHORD OF S. 88°11'05"W. 91.92 FEET; THENCE S. 89°56'26" W. 109.60 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 124.86 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 418.97 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A LINE EXTENDING S. 89°56'26" W. PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER FROM THE PLACE OF BEGINNING; THENCE N. 89°56'26" E. 1523.35 FEET PARALLEL WITH SAID SOUTH LINE TO THE PLACE OF BEGINNING.

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
DEVON TITLE AGENCY
1680 CROOKS ROAD
TROY, MI 48084
PHONE: (248) 273-4300



Policy Number **OX-14135222** File Number: **20013665**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

3)
63285 20

2022-003484 01/27/2022 11:39:16 AM
Pages: 1 of 3 WD
DEVON TITLE AGENCY
Meredith Place County Clerk/Register Kalamazoo County, MI

RECEIVED

2022 JAN 27 AM 10:49
COUNTY OF KALAMAZOO

WARRANTY DEED

CERT #308858

File No. 20013665

KNOW ALL MEN BY THESE PRESENTS: That Daniel H. Gardner
whose address is 9920 Oakland Dr, Portage, MI 49002
convey(s) and warrant(s) to Westview Capital LLC a Michigan Limited Liability Company
whose address is 2186 E Centre Ave, Portage, MI 49002

Land situated in the Township of Texas, County of Kalamazoo, State of Michigan

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

Commonly known as Applegate Pointe - Phase 4, Texas, MI 49009
Tax ID No. 3909-12-251-061

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act; and the grantor grants to the grantee the right to make all division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

For the sum of Three Hundred Eighty One Thousand Six Hundred and 00/100 Dollars (\$381,600.00)

Subject to easements and building and use restrictions of record.

Dated this 14th day of January, 2022

Signature Page Follows

2022-003484 Receipt# 22-2332
01/27/2022 11:39 AM Kalamazoo County, Michigan
Real Estate Transfer Tax
Tax Stamp # 318624
County Tax: \$420.20 State Tax: \$2865.00



Drafted (as scrivener only) by:
Daniel P. Lievois, Attorney
Under the direction of Daniel H. Gardner
1680 Crooks Road
Troy, MI 48083

When recorded return to:
Sandy K Gardner, Authorized Agent
2186 E Centre Ave
Portage, MI 49002

RNF

20013665

(Attached to and becoming a part of the Warranty Deed from Daniel H. Gardner to Westview Capital LLC a Michigan Limited Liability Company - File No. 20013665)


Daniel H. Gardner

State of Michigan
County of Kalamazoo

The foregoing instrument was acknowledged before me this 14th day of January, 2022, by Daniel H. Gardner.

Angela Forward
Notary Public, Allegan County MI
My Commission Expires 8/27/2025
Acting in the County of Kalamazoo

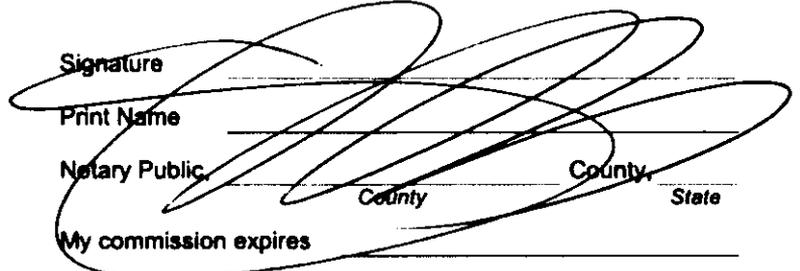
Signature 
Print Name _____
Notary Public, _____ County, _____ State
My commission expires _____
Acting in the County of _____

EXHIBIT A

File No. 20013665

LAND SITUATED IN THE TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST; THENCE N. 00°50'14" E. 419.00 FEET (PREVIOUSLY RECORDED AS 419.14 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S. 89°56'26" W. 718.91 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE PLACE OF BEGINNING; THENCE S. 00°03'34" E. 135.05 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE S. 04°38'35" W. 66.06 FEET; THENCE S. 00°03'34" E. 144.95 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE N. 87°30'45" W. 110.11 FEET; THENCE S. 87°17'19" W. 330.35 FEET; THENCE N. 88°09'52" W. 220.12 FEET TO THE NORTHEAST CORNER OF UNIT 7 OF THE "APPLEGATE POINTE" CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN DOCUMENT NO. 2019-028485 AS AMENDED, AND DESIGNATED AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 288, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED; THENCE S. 89°56'26" W. 662.00 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE S. 00°03'34" E. 192.04 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE WESTERLY 91.93 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 03°30'41", AND A CHORD OF S. 88°11'05" W. 91.92 FEET; THENCE S. 89°56'26" W. 109.60 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 124.86 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 418.97 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A LINE EXTENDING S. 89°56'26" W. PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER FROM THE PLACE OF BEGINNING; THENCE N. 89°56'26" E. 1523.35 FEET PARALLEL WITH SAID SOUTH LINE TO THE PLACE OF BEGINNING.

Commonly known as: Applegate Pointe - Phase 4, Texas, MI 49009
Tax ID No. 3909-12-251-061

2022-003484 01/27/2022 11:39:16 AM

Pages: 3 of 3 WD
DEVON TITLE AGENCY
Meredith Place County Clerk/Register Kalamazoo County, MI



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT FOR CONSTRUCTION OF WASTEWATER SYSTEMS

SITE NAME:	Texas Township CM
CONTACT NAME:	Brooke Hovenkamp
CONTACT PHONE:	269-375-1591
CONTACT EMAIL:	brookeh@texastownship.org
PROJECT COUNTY:	Kalamazoo

PERMIT NUMBER:	P41005193 v. 1
ISSUED DATE:	March 21, 2025
ISSUED TO:	Charter Township of Texas
PROJECT NAME:	Applegate Pointe 4 Sanitary Sewer
PROJECT LOCATION:	Charter Township of Texas

APPLICATION SUBMISSION ID: HQ8-DDSS-NH3HX
REQUIRED NOTIFICATIONS: The permittee shall submit a Construction Startup Notification (just prior to excavation) and a Construction Completion Notification (upon project completion) using the permit schedules in MiEnviro Portal.
<input type="checkbox"/> If this box is checked, please see the SPECIAL CONDITIONS on page 2.

**ISSUED UNDER THE AUTHORITY OF THE DIRECTOR OF
THE DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)**

Issued By:


Marcus J. Tironi, P.E. Senior Environmental Engineer

Reviewed By:


Marcus J. Tironi, P.E. Senior Environmental Engineer

cc: Pat Flanagan, Design Engineer
Lucus Pols, Kalamazoo County Health and Community Services

GENERAL CONDITIONS

- a. This PERMIT only authorizes the construction, alteration, addition, or improvement of the wastewater system as described herein and is issued solely under the authority of Part 41, Sewerage Systems, of Act 451.
- b. This PERMIT expires two (2) years after the above date of issuance unless construction starts prior to the expiration date in accordance with R 299.2939(2) of the Part 41 Administrative Rules.
- c. Any portion of the herein-described proposed wastewater project constructed prior to the date of issuance is not authorized by this PERMIT and is a violation of Part 41 of Act 451.
- d. No sewer shall be placed into service unless and until the outlet sewer has been constructed, tested, and placed into service.
- e. Failure to meet any condition of this PERMIT or any requirement of Act 451 constitutes a violation of Act 451.
- f. Issuance of this PERMIT does not authorize any violation of federal, state, or local laws or regulations, nor does it obviate the need to obtain other permits or approvals from EGLE or other units of government as required by law.
- g. The applicant must provide notice of impending construction to public utilities and comply with the requirements of the Underground Facility Damage Prevention and Safety Act, PA 174 of 2013, as amended (MISS DIG).
- h. All earth-changing activities must be conducted in accordance with Part 91, Soil Erosion and Sedimentation Control, of Act 451.
- i. All construction activity, including groundwater dewatering, impacting wetlands shall be conducted in accordance with Part 303, Wetlands Protection, of Act 451.
- j. If water withdrawal, via dewatering activities, is associated with this project, authorization under Part 327, Great Lakes Preservation, of Act 451, is required for new or increased large quantity withdrawals over 100,000 gallons per day (70 gallons per minute). A Part 327 permit is required for new or increased large quantity withdrawals over 2,000,000 gallons per day.

SPECIAL CONDITIONS

1. This permit does not have any special conditions in addition to the General Conditions listed above.

PROPOSED WASTEWATER PROJECT DESCRIPTION

589 LF of 8-inch sanitary sewer in Buxton Trail flowing east to existing sewer constructed as part of Phase 3 of the development.

284 LF of 8-inch sanitary sewer in Brampton Lane and 659 LF of 8-inch sanitary sewer in Buxton Trail flowing west and south connecting to existing sanitary sewer constructed as part of Phase 1 of this development.



OFFICE OF THE
DRAIN COMMISSIONER

Soil Erosion and Sedimentation Control Program

201 W. Kalamazoo Avenue, Kalamazoo, Michigan 49007
Phone: (269) 384-8117

ON SITE INSPECTION FIELD REPORT

Project Name Green Development Ventures		Applicant/Owner's Name Green Development Ventures	
Site Address APPLEGATE PT		Mailing Address 2186 EAST CENTER AVE	
City Kalamazoo		City PORTAGE	State MI
Permit Number C25-68		(Area Code) Tel. No. 269-391-0542	Zip Code 49002
Category C - Commercial	Permit Number C25-68	(Area Code) Fax No.	
Number of Inspection 4	Date October 16, 2025	Email address Jlovely@allenedwin.com	

A. General

Inspection Log

Is Permit posted at site?	Yes	Mid-Term Inspection
Are approved plans available?	Yes	
Is sediment properly contained on project site?	Yes	
Is earth change confined to areas specified on plans?	Yes	
Are there Part 91 Violations?	No	

B. Control Measures

Are controls installed per plans?	Yes	Are controls adequate for this site?	Yes
Are controls properly maintained?	Yes	Are storm sewers being protected?	Yes

C. Soil Erosion Agent's Comments

Weather Condition: 68 & Sunny

Site Condition:

Site has serval new units going up. SESC measures are up and well maintained. Some sediment in the road that needs to be addressed. Otherwise site is well maintained.

Documentation (photos, samples, measurements, etc.)

Recommendations/Corrections (if any) must be made by _____ (date)

Person Attending Inspection:

D. Action Taken

Report mailed to _____	Report left with _____
Report mailed to _____	Report left on site at _____
Report mailed to _____	Violation Notice Recommended _____
Report mailed to Township _____	Referred to Attorney _____

Alexander Hicks

SESC Agent's Signature

10/17/25

Date

Office

DEED WARRANTY

2025-018878
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-018878

Arrival Date and Time: 7/24/2025 8:13:34 AM

Recording Date and Time: 7/24/2025 8:51:40 AM

GRANTOR: SFT LAND INVESTMENT LLC

GRANTEE: MICHIANA LAND DEVELOPMENT
LLC

I hereby certify that this instrument was RECEIVED and
RECORDED on the date and times stamped above in the
OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS,
Kalamazoo County, Michigan.



Meredith Place

Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20207545

TxId: 40177762

STATE OF
MICHIGAN
KALAMAZOO CNTY
07/24/2025
2025-018878



REAL ESTATE ★
TRANSFER TAX ★
517.00 CO ★
3,525.00 ST ★
TTX # 40177762 ★

Page 1 of 4



WARRANTY DEED

File No. 20036664

KNOW ALL MEN BY THESE PRESENTS: That SFT Land Investment, LLC, a Michigan limited liability company whose address is 2186 E Centre Ave, Portage, MI 49002 convey(s) and warrant(s) to Michiana Land Development LLC a Michigan Limited Liability Company whose address is 2186 E Centre Ave, Portage, MI 49002

Land situated in the Township of Texas, County of Kalamazoo, State of Michigan

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

Commonly known as Applegate Pointe - Phase 4, Kalamazoo, MI 49009
Tax ID No. 3909-12-251-061

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act; and the grantor grants to the grantee the right to make all division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

For the sum of Four Hundred Sixty Nine Thousand Five Hundred Sixteen and 94/100 Dollars (\$469,516.94)

Subject to easements and building and use restrictions of record.

Dated this 1st day of July, 2025

Signature Page Follows

Drafted (as scrivener only) by:
Daniel P. Lievois, Attorney
Under the direction of Sandy K Gardner
1680 Crooks Road
Troy, MI 48083

When recorded return to:
Alexandra Kruh
Applegate Pointe - Phase 4
Kalamazoo, MI 49009

CE

SFT Land Investment, LLC, a Michigan limited liability company

By: *Sandy K Gardner*
Sandy K Gardner, Authorized Agent

State of Michigan
County of Kalamazoo

The foregoing instrument was acknowledged before me this 1st day of July, 2025, by Sandy K Gardner, Authorized Agent, of SFT Land Investment, LLC, a Michigan limited liability company.

Signature *[Handwritten Signature]*
Print Name _____
Notary Public, _____ County, _____ State
My commission expires _____
Acting in the County of _____



RACHEL N FERRIS
My Commission Expires
November 7, 2029
County of Barry
Acting in the County of Kalamazoo

EXHIBIT A

File No. 20036664

LAND SITUATED IN THE TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST; THENCE N. 00°50'14" E. 419.00 FEET (PREVIOUSLY RECORDED AS 419.14 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S. 89°56'26" W. 718.91 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE PLACE OF BEGINNING; THENCE S. 00°03'34" E. 135.05 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE S. 04°38'35" W. 66.06 FEET; THENCE S. 00°03'34" E. 144.95 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE N. 87°30'45" W. 110.11 FEET; THENCE S. 87°17'19" W. 330.35 FEET; THENCE N. 88°09'52" W. 220.12 FEET TO THE NORTHEAST CORNER OF UNIT 7 OF THE "APPLEGATE POINTE" CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN DOCUMENT NO. 2019-028485 AS AMENDED, AND DESIGNATED AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 288, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED; THENCE S. 89°56'26" W. 662.00 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE S. 00°03'34" E. 192.04 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE WESTERLY 91.93 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 03°30'41", AND A CHORD OF S. 88°11'05" W. 91.92 FEET; THENCE S. 89°56'26" W. 109.60 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 124.86 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 418.97 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A LINE EXTENDING S. 89°56'26" W. PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER FROM THE PLACE OF BEGINNING; THENCE N. 89°56'26" E. 1523.35 FEET PARALLEL WITH SAID SOUTH LINE TO THE PLACE OF BEGINNING.

Commonly known as: Applegate Pointe - Phase 4, Kalamazoo, MI 49009
Tax ID No. 3909-12-251-061

DEED WARRANTY

2025-013178
KALAMAZOO COUNTY MI
MEREDITH PLACE
REGISTER OF DEEDS

OFFICIAL LAND RECORD

Document Number: 2025-013178

Arrival Date and Time: 5/20/2025 1:44:13 PM

Recording Date and Time: 5/20/2025 1:49:12 PM

GRANTOR: WESTVIEW CAPITAL LLC

GRANTEE: SFT LAND INVESTMENT LLC

I hereby certify that this instrument was RECEIVED and RECORDED on the date and times stamped above in the OFFICIAL PUBLIC RECORDS of the REGISTER OF DEEDS, Kalamazoo County, Michigan.



Meredith Place, Clerk/Register
Clerk / Register of Deeds
Kalamazoo County Michigan

For Internal Use ONLY:

DocId: 20194088

TxId: 40166169

STATE OF
MICHIGAN
KALAMAZOO CNTY
05/20/2025
2025-013178



REAL ESTATE ★
TRANSFER TAX ★
517.00 CO ★
3,525.00 ST ★
TTX # 40166169 ★
Page 1 of 3



Warranty Deed

Know All Persons by These Presents: That Westview Capital, LLC, a Michigan limited liability company whose address is 2186 E. Centre Ave, Portage, MI 49002

Convey(s) and Warrant(s) to SFT Land Investment, LLC, a Michigan limited liability company whose address is 2186 E. Centre, Portage, Mi 49002.

A premises situated in the Township of Texas, County of Kalamazoo, State of Michigan, described as:

(See attached Exhibit A)

Commonly known as Applegate Pointe – Phase 4, Kalamazoo, MI 49009

Tax ID No. 3909-12-251-061

For the full consideration of: Four Hundred Sixty Nine Thousand Five Hundred Sixteen and 94/100 Dollar (\$469,516.94)

Subject to: Existing building and use restrictions, easements of record, and zoning ordinances, if any.

Dated this 31st day of October 2023.

Westview Capital, LLC, a Michigan limited liability company

By: Trenton R Hayward, Vice President
Its: ~~Authorized Agent~~

State of Michigan

County of Kalamazoo

The foregoing instrument was acknowledged before me this 31st day of October by Trenton R. Hayward, Vice President of Westview Capital, LLC, a Michigan Limited Liability Company, on behalf of said company.

VALERIE MEDEMA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires February 2, 2030
Acting in the County of Kalamazoo

Valerie Medema, Notary Public
Kalamazoo County, State of Michigan
Acting in Kalamazoo County
My commission expires: 02/02/2030

Drafted by:
Eric J. Guerin
West View Capital, LLC
2186 East Centre Avenue
Portage, MI 49002

Send Tax Bills to:
SFT Land Development
2186 E Centre
Portage, MI 49002

When recorded return to:
Sandy Gardner
SFT Land Development
2186 East Centre Avenue
Portage, MI 49002

EXHIBIT A
LEGAL DESCRIPTION OF LAND
TEXAS TOWNSHIP, KALAMAZOO COUNTY, STATE OF MICHIGAN

LAND SITUATED IN THE TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWN 3 SOUTH, RANGE 12 WEST; THENCE N. 00°50'14" E. 419.00 FEET (PREVIOUSLY RECORDED AS 419.14 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE S. 89°56'26" W. 718.91 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE PLACE OF BEGINNING; THENCE S. 00°03'34" E. 135.05 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE S. 04°38'35" W. 66.06 FEET; THENCE S. 00°03'34" E. 144.95 FEET PERPENDICULAR WITH SAID SOUTH LINE; THENCE N. 87°30'45" W. 110.11 FEET; THENCE S. 87°17'19" W. 330.35 FEET; THENCE N. 88°09'52" W. 220.12 FEET TO THE NORTHEAST CORNER OF UNIT 7 OF THE "APPLEGATE POINTE" CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN DOCUMENT NO. 2019-028485 AS AMENDED, AND DESIGNATED AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 288, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED; THENCE S. 89°56'26" W. 662.00 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE S. 00°03'34" E. 192.04 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE WESTERLY 91.93 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 03°30'41", AND A CHORD OF S. 88°11'05" W. 91.92 FEET; THENCE S. 89°56'26" W. 109.60 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 124.86 FEET ALONG A NORTHERLY LINE OF SAID "APPLEGATE POINTE" CONDOMINIUM; THENCE N. 00°31'29" E. 418.97 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A LINE EXTENDING S. 89°56'26" W. PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER FROM THE PLACE OF BEGINNING; THENCE N. 89°56'26" E. 1523.35 FEET PARALLEL WITH SAID SOUTH LINE TO THE PLACE OF BEGINNING.

Commonly known as: Applegate Pointe - Phase 4, Texas, MI 49009
Tax ID No. 3909-12-251-061

APPLEGATE POINTE PHASE 4 PROPOSED SURETY BOND AMOUNT

4' WIDE SIDEWALK = 3,173 LF X \$21.00 PER LF = \$66,633.00

UNIT BREAKDOWN: 92 = 107 LF, 93 = 107 LF, 94 = 110 LF, 95 = 110 LF, 96 = 110 LF, 97 = 110 LF, 98 = 107 LF, 99 = 107 LF, 100 = 110 LF, 101 = 110 LF, 102 = 110 LF, 103 = 112 LF, 104 = 47 LF, 105 = 44 LF, 106 = 111 LF, 107 = 110 LF, 108 = 113 LF, 109 = 240 LF, 110 = 110 LF, 111 = 110 LF, 112 = 110 LF, 113 = 107 LF, 114 = 107 LF, 115 = 110 LF, 116 = 110 LF, 117 = 110 LF, 118 = 110 LF, 119 = 107 LF, 120 = 107 LF

6' WIDE SIDEWALK (FOR PATH) = 44 LF X \$31.50 PER LF = \$1,386.00

CURB RAMPS & LANDINGS = 4 X \$1,400.00 = \$5,600.00

STREET TREES = 29 @ \$350 EACH = \$10,150.00

FRONT MONUMENTS = 29 = \$2,000.00

MEDIAN ISLAND LANDSCAPING = \$3,500.00 X 2 = \$7,000.00

EACH MEDIAN ISLAND CONTAINS THE FOLLOWING (TOTAL 2 ISLANDS):

GRACILLIMUS MAIDEN GRASS = 2

SHAMROCK INKBERRY HOLLY = 6

STELLA DORO DAYLILLY = 14 +/-

EVERGOLD CAREX = 4 +/-

CAREX PENNSYLVANICA

MULCH

STREET LIGHTS, ELECTRIC, GAS = CONTRACT PROVIDED - ALREADY PAID.

REAR MONUMENTS, WATERMAIN, SANITARY SEWER, STORM, CURBS & SOME SIDEWALK INSTALLED. SEE ABOVE FOR SIDEWALK NOT INSTALLED. SEE ATTACHED MARKED PLANS FOR ADDITIONAL DETAILS.

TOTAL BOND AMOUNT = \$92,769.00 X 1.5 = **\$139,154.00**

LEGEND

- PROPOSED FIRE HYDRANT ASSEMBLY (8" x 8" TEE, 6" GATE VALVE, & HYD.)
- PROPOSED STOP SIGN/STREET SIGN, PEDESTRIAN CROSSING SIGN, OR STREET SIGN
- SUGGESTED LOCATION OF PROPOSED STREET LIGHT
- PROPOSED 4.0' WIDE CONCRETE SIDEWALK
- PROPOSED CROSSWALK WITH PEDESTRIAN CROSSING SIGNS
- PROPOSED PUBLIC 8" WATER MAIN
- PROPOSED 8" PUBLIC SANITARY SEWER (6" HOUSE LEADS ARE PRIVATE)
- PROPOSED PRIVATE STORM SEWER

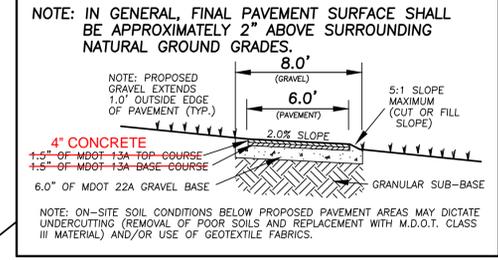
WATER MAIN NOTES:

- 1) ALL WATER MAIN MATERIALS & INSTALLATION SHALL COMPLY WITH THE CITY OF KALAMAZOO'S STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION 2021.
- 2) WATER SERVICES SHALL BE INSTALLED PRIOR TO INSTALLATION OF CURBING AND PAVEMENT.
- 3) WATER MAIN EASEMENT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF KALAMAZOO AND/OR TEXAS TOWNSHIP. THE EASEMENT SHALL BE 66 FEET WIDE AND SHALL FOLLOW THE ROUTE OF THE PROPOSED STREETS.
- 4) PER CITY OF KALAMAZOO WATER MAIN SPEC 3.01.A, NO TREES OR PERMANENT STRUCTURES SHALL BE PLACED WITHIN 10' OF CENTER LINE OF WATER MAIN PIPE OR WATER SERVICE.
- 5) FIRE HYDRANTS WITH 5.5' BURY DEPTH SHALL BE USED PER CITY OF KALAMAZOO SPEC'S

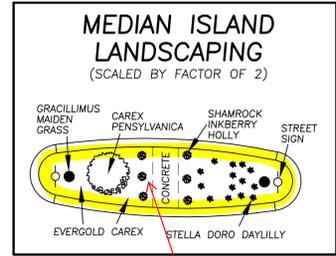
BOND ITEMS

- 4' SIDEWALK NOT INSTALLED = 1762 LF
 - 6' SIDEWALK NOT INSTALLED = 44 LF
 - STREET TREES NOT INSTALLED = 16
- *HIGHLIGHTED IS INSTALLED SIDEWALK, CURB RAMPS & LANDSCAPING

CROSS-SECTION for ASPHALT PATH



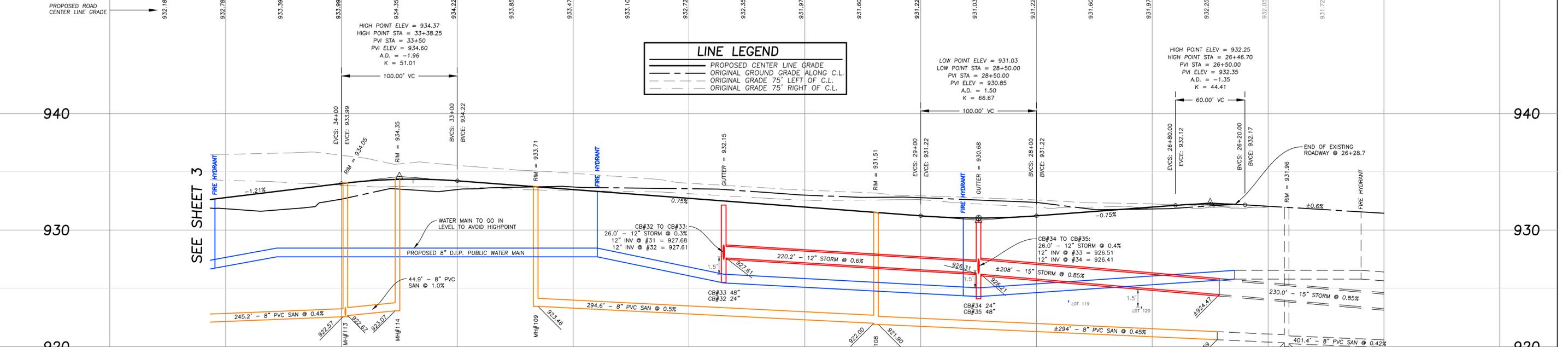
MONUMENT ENGINEERING
CIVIL ENGINEERS-LAND SURVEYORS (269) 344-6165
1209 EAST MILHAM AVENUE PORTAGE, MICHIGAN 49002



- GENERAL NOTES:**
- 1) E.G.L.E. CONSTRUCTION PERMITS REQUIRED (FOR BOTH PUBLIC WATER MAIN & PUBLIC SANITARY SEWER) PRIOR TO THE COMMENCEMENT OF UTILITY INSTALLATION.
 - 2) ALL STREET SIGNAGE SHALL MEET R.C.K.C STANDARDS. ALL SIGNS SHALL BE REFLECTIVE WITH LETTERS THAT CONTRAST WITH THE BACKGROUND.
 - 3) STREET LIGHTS SHALL BE AT LEAST 10' FROM WATER MAIN LOCATION.
 - 4) TEXAS TOWNSHIP WILL PAY FOR SANITARY MH#113 & AND THE STUB TO THE NORTHERLY PROPERTY LINE.

SCALES:
PLAN VIEW: 1" = 40'
PROFILE VIEW: 1" = 40' HORIZONTAL
1" = 4' VERTICAL

36+00 35+00 34+00 33+00 32+00 31+00 30+00 29+00 28+00 27+00 26+00 25+00



WATER NOTES:
WATER MAIN AND SERVICES SHALL:
-HAVE AT LEAST 5' OF COVER AT ALL LOCATIONS.
-MAINTAIN AT LEAST 18" OF VERTICAL SEPERATION WHEN CROSSING A SEWER LINE UNLESS OTHERWISE STATED.

FIRE DEPARTMENT NOTES:

- 1) DEVELOPMENT SHALL COMPLY WITH TEXAS TOWNSHIP FIRE DEPARTMENT REQUIREMENTS.
- 2) LARGE HYDRANT OPENINGS SHALL HAVE A STORZ CONNECTION
- 3) 24" OF VERTICAL CLEARANCE SHALL BE PROVIDED BETWEEN FINAL GROUND GRADE AND BOTTOM OF ALL HYDRANT DISCHARGE POINTS
- 4) TALLER FIRE HYDRANTS MAY BE NEEDED (CITY APPROVAL REQUIRED).



LEGEND

- PROPOSED FIRE HYDRANT ASSEMBLY (8" x 8" TEE, 6" GATE VALVE, & HYD.)
- PROPOSED STOP SIGN/STREET SIGN, PEDESTRIAN CROSSING SIGN, OR STREET SIGN
- SUGGESTED LOCATION OF PROPOSED STREET LIGHT
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- PROPOSED 8" PUBLIC SANITARY SEWER (6" HOUSE LEADS ARE PRIVATE)
- PROPOSED PRIVATE STORM SEWER

GENERAL NOTES:

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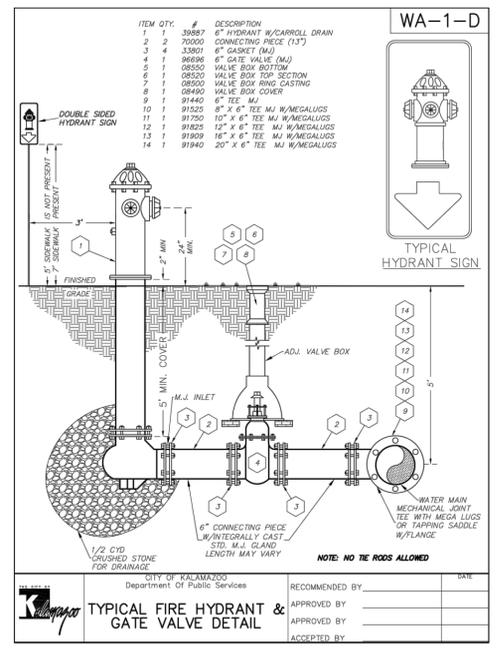
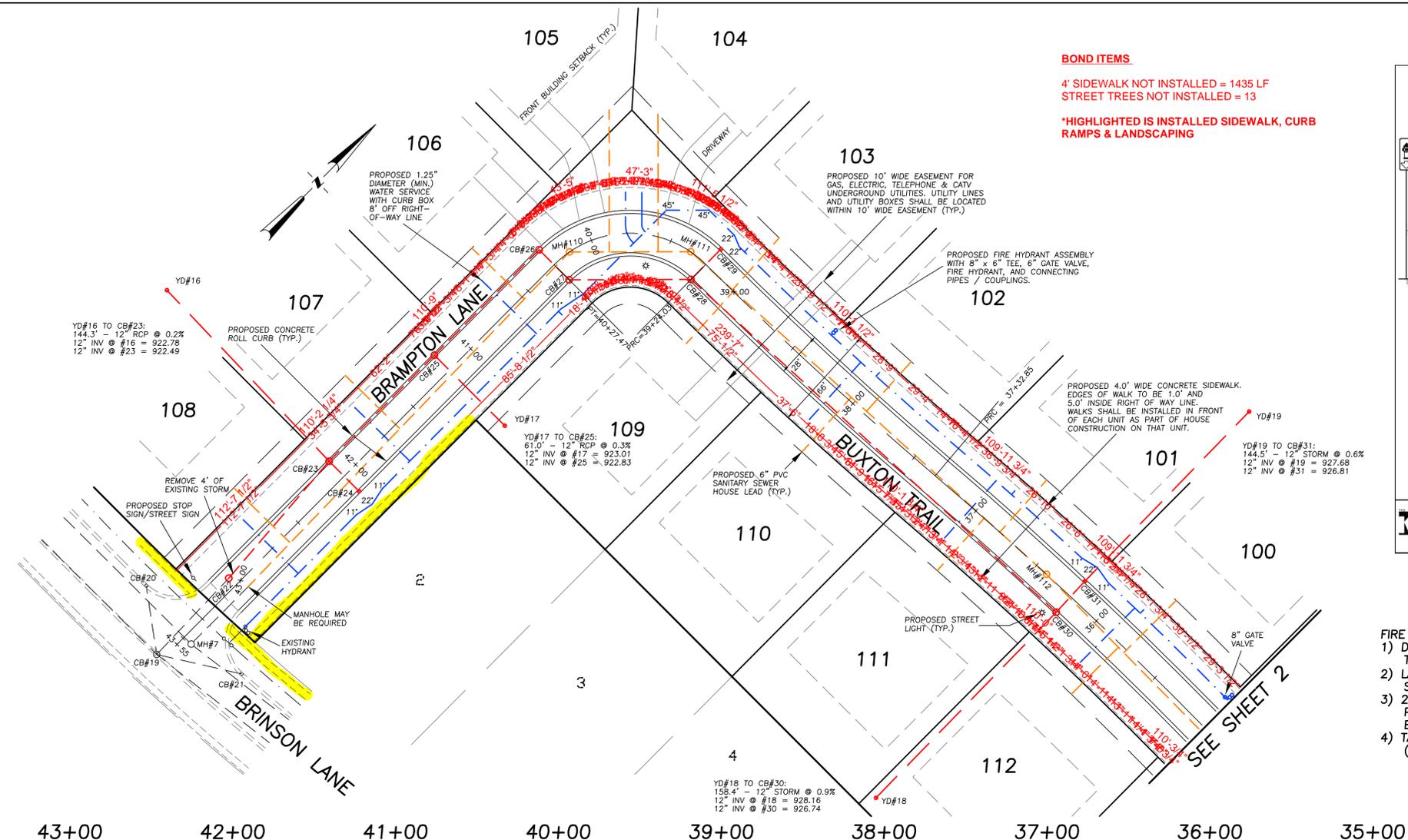
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- 4) PER CITY OF KALAMAZOO WATER MAIN SPEC 3.01.A, NO TREES OR PERMANENT STRUCTURES SHALL BE PLACED WITHIN 10' OF CENTER LINE OF WATER MAIN PIPE OR WATER SERVICE.
- 5) FIRE HYDRANTS WITH 5.5' BURY DEPTH SHALL BE USED PER CITY OF KALAMAZOO SPEC'S

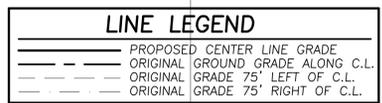
SCALES:
 PLAN VIEW: 1" = 40'
 PROFILE VIEW: 1" = 40' HORIZONTAL
 1" = 4' VERTICAL

BOND ITEMS

- 4' SIDEWALK NOT INSTALLED = 1435 LF
- STREET TREES NOT INSTALLED = 13
- *HIGHLIGHTED IS INSTALLED SIDEWALK, CURB RAMPS & LANDSCAPING



- FIRE DEPARTMENT NOTES:**
- 1) DEVELOPMENT SHALL COMPLY WITH TEXAS TOWNSHIP FIRE DEPARTMENT REQUIREMENTS.
 - 2) LARGE HYDRANT OPENINGS SHALL HAVE A STORZ CONNECTION
 - 3) 24" OF VERTICAL CLEARANCE SHALL BE PROVIDED BETWEEN FINAL GROUND GRADE AND BOTTOM OF ALL HYDRANT DISCHARGE POINTS
 - 4) TALLER FIRE HYDRANTS MAY BE NEEDED (CITY APPROVAL REQUIRED).



- WATER NOTES:**
 WATER MAIN AND SERVICES SHALL:
 -HAVE AT LEAST 5' OF COVER AT ALL LOCATIONS.
 -MAINTAIN AT LEAST 18" OF VERTICAL SEPERATION WHEN CROSSING A SEWER LINE UNLESS OTHERWISE STATED.



Texas Township
Planning Commission
Minutes of Regular Meeting
October 22, 2024 – 6 P.M.

Present: Mike Corfman (Chair), Bart Davis (Vice Chair), Larry Loeks, Jeff Matson, Ryan Eavey, Mallory Reader (Township Attorney via Zoom), Kelly McIntyre (Planning Director), Bret Willis (Zoning Specialist).

Absent: Trish Roberts, Kathy Buckham

Item 1. Call to Order

The meeting was called to order by Mike Corfman (Chair) at 6 p.m.

Item 2. Roll Call

Present: Mike Corfman (Chair), Jeff Matson, Ryan Eavey, Bart Davis, Larry Loeks.

Absent: Kathy Buckham, Trish Roberts

Item 3. Public Comments

None

Item 4. Adoption of Meeting Agenda

Motion by Commissioner Davis to approve the meeting agenda as presented.

Support from Commissioner Eavey.

Motion passed unanimously 5-0.

Item 5. Approval of Minutes

Commissioner Matson brought up two grammatical errors in need of correction in the minutes from the September 24th meeting.

Motion made by Commissioner Davis to approve the minutes of the September 24th, 2024, Planning Commission Regular Meeting subject to noted corrections. Support from Commissioner Matson.

Motion passed unanimously 5-0.

Item 5. Public Comments

None

Item 6. New Business

6A. Review and Approval of Steps 1 and 2 of Applegate Pointe Site Condominium Phase 4

Kelly McIntyre (Planning Director) introduced the last phase of the Applegate Pointe site condo development and provided a summary of the Staff Report.

She discussed the inclusion of medians, and that the County Road Commission does not typically permit medians on residential streets.

She recommended approval of the medians, however, consistent with the prior approvals of Phases 1, 2, and 3 of Applegate Pointe and are on private roads.

She recommended approval of Step 1 subject to the approval of the proposed medians.

Ms. McIntyre discussed the review of Step 2, including the detailed drawings for grades, stormwater pipes, proposed utilities, roads and streets.

She recommended the approval of Step 2 providing the SESC permit from the County and EGLE permits for sanitary sewer and water main design.

John Lovely (Westview Capital LLC) discussed the success of Phases 1-3 of the Applegate Pointe development.

He discussed that Allen Edwin Homes looks forward to more projects throughout the Township in the future.

Commissioner Davis inquired about the approval of the medians.

Ms. McIntyre confirmed they are consistent with the first 3 phases, so it only needs to be noted if allowed.

Commissioner Corfman asked about the engineer's report, and possible concerns.

Mr. Lovely confirmed they were working with the engineers on water and sewer designs.

Motion by Commissioner Loeks to approve Steps 1 and 2 of Phase 4 Applegate Pointe subject to the list of conditions on page 10 of the Staff Report, dated October 17, 2024.

Motion supported by Commissioner Davis.

Motion passed unanimously 5-0.

6B. Renewable Energy and Storage Siting (Wind, Solar, and Battery)

Planning Director McIntyre introduced three draft amendments to the Zoning Ordinance for Utility-Scale Wind, Solar, and Energy storage in preparation for Public Act 233, which takes effect November 29, 2024.

Discussion took place regarding local level permitting of renewable energy siting in line with state law.

Ms. McIntyre explained that a Compatible Renewable Energy Ordinance (CREO) can be no stricter than the state's ordinance.

Discussion took place regarding the contents of a CREO and the purpose of having one at the local level, and how that relates to state-level review.

Discussion regarding the monetary incentives of having a CREO.

Discussion took place regarding the application process concerning site plans for utility-scale renewable energy. Township Attorney Mallory Reader confirmed that it was presently an unknown, and the opinion of Foster Swift is that the state still needs to go through the application process.

Motion by Commissioner Eavey to move the Renewable Energy Storage and Siting for Wind, Solar, and Battery to a Public Hearing.

Support from Commissioner Loeks.

Motion passed unanimously 5-0.

Item 7. Old Business

7A. Subdivision and Site Condominium Text Amendment

Planning Director McIntyre discussed the Township Board's concerns regarding language in the Planning Commission's recommended Subdivision and Site Condominium ordinance.

She explained that the Board was concerned the language, as written, would allow developers to defer the installation of sidewalks until 85% of a development was complete. This would require an escrow for the cost of the sidewalk, and it would be difficult to determine 85%.

Ms. McIntyre provided three suggestions for an alternate language.

Discussion took place regarding the language the Planning Commission has historically used.

Discussion took place regarding the 85% threshold.

Consensus was to use the second language recommendation in the Staff Memo dated October 16, 2024, and the addition of the 85% occupancy or 5-year threshold, whichever occurs first.

Item 8. Additional Comments

Commissioner Matson expressed that he was sorry to see the resignation of Erik Wilson, Township Superintendent.

Commissioner Loeks gave a Parks Committee update.

Commissioner Davis commented on the Corners repair.

Ms. McIntyre gave an update regarding the Pine Island Chapel Circuit Court filing.

Item 9. Adjournment

Motion to adjourn by Commissioner Matson, supported by Commissioner Loeks.

Motion passed unanimously 5-0

The meeting adjourned at 7:11 p.m.



BOARD AGENDA ITEM

BOARD MEETING DATE: January 12, 2026

DEPARTMENT/COMMITTEE: Fire Department

SUBJECT: 2026-2029 Hazardous Materials
Response Intergovernmental Agreement
Renewal

SPECIFIC ACTION REQUESTED: Approve 2026-2029 Agreement Renewal

TIME FRAME: FFY2026-2029

FUNDING SOURCE: Fire Department Operating Budget

IS THIS A BUDGETED ITEM? Yes
Account # 206-336-729

NEW OR RENEWAL? Renewal

OTHER PERTINENT INFORMATION:

The Hazardous Materials Intergovernmental Incident Response Agreement provides a very important and economical response tool for high-risk hazardous materials incidents in Texas Township. This mutual aid team is an invaluable resource for responding to and mitigating hazmat incidents. This agreement will be affective, if approved, starting January 12th, 2026, and shall continue in force until January 1st, 2029.

Recommended Motion: Approve the 2026-2029 Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement Renewal and authorize the Clerk to sign the necessary documents.

PERSON SUBMITTING: Ken Chapman, Fire Chief

For Board Use Only:

This requires **voice vote:** Yes No This requires **roll-call vote:** Yes No

Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O'Neill_____ O'Rourke_____

INTERGOVERNMENTAL FIRE PROTECTION HAZARDOUS MATERIALS INCIDENT RESPONSE AGREEMENT

This Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement, dated the 12th day of January, 2026, between the undersigned municipalities, is as follows:

WHEREAS, the specialized services of a hazardous materials response team are above and beyond the normal response services provided on a reciprocal basis under the provisions of the Mutual Aid Fire Agreement entered into by the parties; and

WHEREAS, there is a need to facilitate and coordinate the recovery of the cost of response activity to hazardous materials incidents as permitted by Section 20126a (M.C.L. 324.20126a) of the Michigan Natural Resources and Environmental Protection Act, (NREPA) Public Act 451 of 1994; and,

WHEREAS, each party desires to enhance and improve responses to hazardous materials incidents occurring within Kalamazoo County, and,

WHEREAS, 1951 P.A. 35, as amended, being MCL 124.1 *et seq.*, provides that municipalities may enter into cooperative agreements to provide services to and for each other; and,

WHEREAS, this Hazardous Materials Incident Response Agreement is intended to assist the undersigned municipalities in providing timely and efficient responses to hazardous materials incidents within Kalamazoo County.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, IT IS AGREED:

1. Definitions

- A. **Financial Custodian** means the custodian of response activity costs and annual dues as provided in paragraph 4 of this agreement.
- B. **Fire Chief** includes the fire chief, the fire chief's designated representative or such member of the fire department as is in charge of the fire department emergency and technical response personnel, or the chief of a public safety department or that official's designated representative.
- C. **Incident Management System:** The National Incident Management System (NIMS) required for managing a hazardous materials incident by state and federal regulation.
- D. **Member in Good Standing** means a municipality that has entered into this agreement and is current in the payment of dues and compliant with the obligations specified in this agreement.
- E. **KCHMT member** means an employee of a participating municipality who becomes a member of the Kalamazoo County Hazardous Materials Response Team, (KCHMT) as established pursuant to this agreement.
- F. **Participating Municipality** means a municipality that has entered into this agreement and is a member in good standing.

- G. **Recovery Costs** mean the costs associated with recovery of response activity costs as defined by this Agreement, including, but not limited to attorney fees, court filing fees, witness fees and other costs of litigation and collection.
- H. **Requesting Department:** The fire department serving a participating municipality in which the hazardous materials incident exists and that requests aid under this Agreement.
- I. **Responding Department:** Any and all fire departments serving a participating municipality that provide personnel (including personnel who respond as a member of the Kalamazoo County Hazardous Materials Response Team) or equipment under this Agreement. The Kalamazoo County Office of Emergency Management and responding EMS providers are included in this definition.
- J. **Response Activity** means evaluation, interim response activity, remedial action, demolition, or the taking of other actions necessary to protect the public health, safety, or welfare, or the environment or the natural resources consistent with the rules relating to the selection and implementation of response activity promulgated under the Michigan Natural Resources and Environmental Protection Act.
- K. **Response Activity Costs** or **Costs of Response Activity** means all costs incurred by the requesting department and all responding departments, including the KCHMT, in taking or conducting a response activity, including all costs, that a municipality may recover pursuant to Section 20126a of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20126a. These costs may include, but not be limited to, administrative fees assessed by the financial custodian to services provided relative to the collection of response activity costs, wages and/or salaries except for those employees who are already on duty and being paid; costs of vehicles responding at either the MEMAC reimbursement rate or another verified manner of calculating operating costs; costs of replacing equipment and supplies that are expended and not reusable; costs of decontaminating or cleaning equipment or other costs necessary to put that equipment back in service; costs of personnel support including, but not necessarily limited to, food, lodging, portable rest room facilities, or transportation; costs to rent, purchase or otherwise obtain equipment, supplies, or other material necessary to mitigate the incident; costs to contract with specialized response personnel or organizations.
- L. **MEMAC Reimbursement Rate** means the reimbursement rates for apparatus and other equipment used to mitigate incidents contained in the Michigan Emergency Management Assistance Compact.
- M. **Municipal Fire Department** means a fire department that has a Fire Department Identifier (FDID).

2. Kalamazoo County Hazardous Materials Response Team

- A. Participating municipalities agree to form and jointly operate the Kalamazoo County Hazardous Materials Response Team, (KCHMT) the purpose of which is to assist local fire departments by providing a trained, equipped team of on-scene support to the incident commander of the requesting department for the provision of response activity to a hazardous materials incident.
 - 1. See Appendix A
- B. The KCHMT shall be managed by an executive board as provided for in the by-laws.
- C. The executive board shall set all operating standards, policies and procedures and shall establish criteria for individual membership on the team.
- D. The executive board shall elect one member to serve as chair of the board and other such officers as may be required. Elected officers will serve a two-year term of office, corresponding to the calendar year, and may serve consecutive terms.
- E. The KCHMT shall maintain By-laws, an Operations Manual and a listing of equipment owned by the team. An updated copy of each, along with a report of annual KCHMT activity shall be provided to any requesting municipality annually, by March 1.
- F. Response Procedures
 - 1. A Requesting Department may request the services of the KCHMT following dispatch and response procedures as outlined in the KCHMT Operations Manual.
 - 2. The KCHMT, when responding to an incident, shall operate within the Incident Management System put in place by the Requesting Department. Command of the incident shall remain with the Requesting Department.
 - 3. If a Responding Department's personnel arrive prior to the Requesting Department's units or personnel, the assisting personnel will establish "Incident Command" as prescribed in NIMS and proceed with emergency operations. Upon arrival of a command officer from the Requesting Department, "Incident Command" will be passed to the Requesting Department.
 - 4. Assisting personnel and units will be released and returned to their jurisdiction as soon as practical.

3. Membership Dues

- A. Each municipal fire department (FDID) serving a participating municipality or municipalities will be required to pay annual dues in the amount of \$1,400.00 for fiscal year 2025. The annual dues amount will increase to \$1,600 for fiscal year 2026. The annual dues amount will increase to \$1,800 per fiscal year for 2027 and 2028.

1. Each municipal fire department serving a population over 25,000 and the Kalamazoo County Office of Emergency Management will be invoiced \$1,400.00 for fiscal year 2025. The annual dues amount will increase to \$3,200.00 for fiscal year 2026. The annual dues amount will increase to \$3,600 per fiscal year for 2027 and 2028.

i. This is due to the extra potential for hazards the increased sized community brings.

B. The municipal fire departments will be invoiced not later than March 1 for dues for the calendar year. The department will be in arrears if dues are not received by March 1.

1. See Appendix B

4. Custodian of Dues and Recovered Costs

A. The City of Kalamazoo will be the custodian of all dues and costs recovered pursuant to paragraph 9 of this agreement. The dues and recovered costs shall be placed in separate accounts and maintained in accordance with standard municipal accounting procedures.

5. Geographical Area of Coverage

The KCHMT shall provide assistance to any Requesting Department within Kalamazoo County. The KCHMT may also provide assistance to counties adjoining Kalamazoo County in which there is a written mutual aid agreement. All requests for KCHMT assistance outside of Kalamazoo County must be made by a requesting department that is on scene of the incident, the Berrien or Battle Creek Hazmat Team.

6. Personnel and Equipment Standards

KCHMT members and equipment shall meet the following minimal levels of training or recognized industry standards:

A. All KCHMT members shall be certified to the Hazardous Materials Technician level by a representative of the municipality employing the member. However, the executive board of the KCHMT may approve team membership for individuals certified to the Hazardous Materials Operations level if such membership has been determined to provide a benefit to the team.

B. Equipment used shall comply with all applicable rules and regulations including, but not limited to, CFR 1910.120, MIOSHA Part 432, and standards adopted by the executive board.

7. Training and Medical Examinations

A. KCHMT members shall meet all statutory and training requirements applicable to the team position being filled.

1. The KCHMT will conduct regular training as approved by the Executive Board to allow KCHMT members to remain competent in necessary skills. KCHMT members are expected to comply with training requirements.

2. KCHMT members who fail to maintain training requirements or required certifications, as established by the executive board of the KCHMT, may be removed from KCHMT membership by action of the executive board. Such action is not subject to appeal by the participating municipalities.
 3. Employees of the participating municipalities who are KCHMT members shall attend monthly training sessions of the team as part of their employment by the participating municipality that employs them.
- B. It is the responsibility of the participating member that is an employer of a KCHMT member to provide periodic physical examinations that meet the requirements of 29 CFR 1910.120. The frequency of these examinations may range from twelve to twenty-four months based on the recommendation of the physician. Prior to joining the KCHMT, KCHMT member applicants shall undergo a physical examination to identify any pre-existing medical conditions and to record baseline measurements that may change over time.

8. Liability and Mutual Release

- A. Each participating municipality providing KCHMT members to KCHMT shall be solely responsible for all costs and expenses associated with its employees who are KCHMT members and equipment utilized by its employees who are KCHMT members in responding to emergencies or participating in training under this Agreement, including without limitations, wages and fringe benefits, workers' compensation, disability or pension contributions, and the purchase, repair or maintenance of equipment and fire apparatus.
- B. Each participating municipality shall only be responsible for claims, demands, costs (including attorney fees) and damages, for death, bodily injury, or property damage arising directly from the acts or omissions of its individual personnel.
- C. To the extent allowed by Michigan Law, each participating municipality shall defend, indemnify and hold all other participating municipalities including the elected officials, agents and employees (hereinafter collectively as "Indemnitee") of the other participating municipalities harmless from all claims, demands, costs (including attorney's fees) and damages for death, bodily injury, or property damage arising directly from the acts or omissions of its individual personnel, employees or agents. Provided, however, that if such death, injury or damage is caused by personnel, employees or agents of multiple participating municipalities, each participating municipality shall then be responsible for its percentage of responsibility, and shall indemnify the other participating municipalities so that each pays in proportion to its responsibility.
- D. In providing the indemnification set forth above, the Indemnitor is not waiving any defense as is otherwise available to it by law, provided such defenses are also available and asserted by the Indemnitor for the benefit of the Indemnitee. The Indemnitor shall not be responsible for the indemnification obligation set forth above with respect to the Indemnitee to the extent that the Indemnitee has waived a defense that was otherwise available to it by law. The Indemnitor shall have the option to settle any claim, demand or liability on such terms as it shall determine.
- E. No fire fighter or emergency medical personnel from any Department shall be considered a drafted person of another Department when performing services in furtherance of this Agreement under MCL 123.401 through MCL 123.403.

9. Recovery or Reimbursement of Response Activity Costs

- A. As soon as practicable after providing response activity to a particular hazardous materials incident:
1. The KCHMT executive board will submit an itemized statement of all response activity costs (excluding labor costs) incurred by the KCHMT in response to the particular incident to the Requesting Department, and provide a copy of such statement to each Responding Department and the City of Kalamazoo.
 2. Each Responding Department will submit an itemized statement of all response activity costs (including labor costs) incurred by the Responding Department in response to the particular incident to the Requesting Department, and provide a copy to all other Responding Departments, the KCHMT, and the City of Kalamazoo.
 3. The Requesting Department will submit an itemized statement of all recovery costs incurred by the Requesting Department pursuant to paragraph 9(C) below to all Responding Departments and the KCHMT prior to distribution of recovered costs pursuant to paragraph 9 (D) below.
- B. The Requesting Department will pay the response activity costs of the KCHMT with respect to materials owned and used by the KCHMT in connection with providing response activity to a particular hazardous materials incident within 30 days of receipt of the itemized statement from KCHMT or on a payment schedule agreed to by the Executive Board. The Requesting Department will be responsible for the payment of these costs irrespective of any recovery of response activity costs as provided in paragraph 9(C) below. The KCHMT will provide an accounting of all response activity costs paid to it by the Requesting Department pursuant to this paragraph to all Responding Departments and the City of Kalamazoo prior to distribution of recovered costs pursuant to paragraph 9 (D) below.
- C. Recovery of all response activity costs incurred by the Requesting Department, the KCHMT, and any Responding Department as provided by the Michigan Natural Resources and Environmental Protection Act (NREPA) will be the responsibility of the Requesting Department. The Requesting Department will be responsible for all recovery costs associated with recovery of the response activity costs. The obligation of the Requesting Department to recover response activity costs may be waived by a vote of at least two thirds of the executive board of the KCHMT upon a determination that the expense of cost recovery would not be cost effective. In that event, each participating municipality may elect to recover its own costs.
- D. All costs recovered by the Requesting Department as provided in paragraph C, will be deposited with the City of Kalamazoo as the custodian of such funds. Response activity costs will then be paid first to the KCHMT in accordance with its itemized statement, to the extent response activity costs of KCHMT

have not been fully reimbursed by the Requesting Department as shown on the accounting for payment of same pursuant to paragraph 9 (B), above. The response activity costs of the Requesting Department and each Responding Departmental will then be paid from the remaining funds recovered. If the remaining funds recovered will not fully reimburse the Requesting Department and each Responding Department, then the remaining funds will be distributed to the Requesting Department and each Responding Department proportionate to the itemized statement prepared by each Department and each Department will be solely responsible for its un-reimbursed costs.

10. Multiple Demands For Service

If any participating municipality is confronted with a simultaneous demand to assist a fire department of another governmental unit or respond to a fire/rescue call within that municipality's jurisdictional boundaries, the command officer in charge of that municipality's responding fire/rescue equipment and personnel shall have the discretion to deploy that equipment and personnel for their best utilization in the interest of public health, safety and welfare and with the recognition of that municipality's primary obligation to respond within its own jurisdiction.

11. Effect Upon Other Agreements

The participating municipalities have also entered into a Mutual Fire Protection Contract, dated March 6, 1987. That contract shall remain in effect and shall not be changed by this agreement.

12. Effective Date, Term, Dissolution, and Termination of Membership

This Agreement is effective as of Jan 12, 2026, and shall continue in force until January 1, 2029, or dissolved by a majority vote of the governing bodies of the participating members. A participating member may terminate its membership with or without cause, upon thirty (30) days written notice to the other participating members. Such termination of membership shall not effectuate the dissolution of this agreement or the KCHMT.

- A. Should the agreement expire, all parties agree that the intent of the agreement will remain in effect until a new agreement can be signed.

APPENDIX A

IN WITNESS THEREOF, those municipal parties hereto have executed this Agreement on the date indicated above.

VILLAGE OF AUGUSTA
109 W. Clinton St
Augusta, MI 49012
By _____
Its _____

VILLAGE OF CLIMAX
107 N. Main St
Climax, MI 49034
By _____
Its _____

CITY OF GALESBURG
200 East Michigan Ave
Galesburg, MI 49053
By _____
Its _____

CITY OF KALAMAZOO
241 W South St
Kalamazoo, MI 49007
By _____
Its _____

COUNTY OF KALAMAZOO
201 W. Kalamazoo Ave.
Kalamazoo, MI 49007
By _____
Its _____

CITY OF PARCHMENT
650 S. Riverview Dr
Parchment, MI 49004
By _____
Its _____

CITY OF PORTAGE
7900 South Westnedge Ave
Portage, MI 49002
By _____
Its _____

VILLAGE OF RICHLAND
PO Box 1
8935 Gull Road
Richland, MI 49083
By _____
Its _____

VILLAGE OF SCHOOLCRAFT
442 N. Grand St
Schoolcraft, MI 49087
By _____
Its _____

VILLAGE OF VICKSBURG
126 N. Kalamazoo Ave.
Vicksburg, MI 49097
By _____
Its _____

TOWNSHIP OF ALAMO
7901 North 6th St.
Kalamazoo, MI 49009
By _____
Its _____

TOWNSHIP OF BRADY
13123 S. 24th St.
Vicksburg, MI 49097
By _____
Its _____

TOWNSHIP OF CHARLESTON
1499 South 39th Street
PO Box 336
Galesburg, MI 49053
By _____
Its _____

TOWNSHIP OF CLIMAX

110 N. Main St.
Climax, MI 49034

By _____

Its _____

TOWNSHIP OF COMSTOCK

5858 King Highway
Kalamazoo, MI 49048

By _____

Its _____

TOWNSHIP OF COOPER

1590 West D Ave.
Kalamazoo, MI 49009

By _____

Its _____

TOWNSHIP OF KALAMAZOO

1720 Riverview Dr
Kalamazoo, MI 49004

By _____

Its _____

TOWNSHIP OF OSHTEMO

7275 W Main St.
Kalamazoo, MI 49009

By _____

Its _____

TOWNSHIP OF PAVILION

7510 East Q Ave.
Scotts, MI 49088

By _____

Its _____

TOWNSHIP OF PRAIRIE RONDE

14050 S. 6th St.
PO Box 794
Schoolcraft, MI 49087

By _____

Its _____

TOWNSHIP OF RICHLAND

7401 N. 32nd St
Richland, MI 49083

By _____

Its _____

TOWNSHIP OF ROSS

12086 M-89
Richland, MI 49083

By _____

Its _____

TOWNSHIP OF SCHOOLCRAFT

50 East VW Ave.
Vicksburg, MI 49097

By _____

Its _____

TOWNSHIP OF TEXAS

7227 West Q Ave.
Kalamazoo, MI 49009

By _____

Its _____

TOWNSHIP OF WAKESHMA

13988 South 42nd St.
Fulton, MI 49052

By _____

Its _____

APPENDIX B

Those municipal fire departments, and Kalamazoo County Office of Emergency Management, that will receive yearly invoices for membership dues:

Alamo Township Fire Department

Climax Township Fire Department

Comstock Township Fire Department

Cooper Township Fire Department

Galesburg/Charleston Fire Department

Kalamazoo Public Safety

Kalamazoo Township Fire Department

Kalamazoo County Office of Emergency Management

Oshtemo Township Fire Department

Parchment City Hall

Pavilion Township Fire Department

City of Portage Public Safety – Fire

Richland Township Fire Department

Ross/Augusta Fire Department

South Kalamazoo County Fire Authority

Texas Township Fire Department



BOARD AGENDA ITEM

BOARD MEETING DATE: Monday January 12, 2026
DEPARTMENT/COMMITTEE: Administration
SUBJECT: Resolution #26-03 Longhorn Dr Construction Project – Financing Documents
SPECIFIC ACTION REQUESTED: Authorize signing the IPA (Installment Purchase Agreement) and related documents with Mercantile Bank for the Longhorn Dr construction financing
TIME FRAME: Immediately
FUNDING SOURCE: Split between Fund 233 (Longhorn Dr) and 248 (DDA)
IS THIS A BUDGETED ITEM? Yes **Account # (if known):** shared across departments
NEW OR RENEWAL? New

OTHER PERTINENT INFORMATION:

As part of the Longhorn Dr construction project, we issued an RFP for an Installment Purchase Agreement (IPA) allowing us to finance the majority of the initial construction costs. Of the 8 bank responses we received, Mercantile Bank had the most favorable interest rate and terms for the township. Attached is the Resolution to accept the bid from Mercantile Bank, the bid response sheet, the IPA documents and associated forms, and the Installment Note schedule of payments.

Sample Motion for Consideration: *I move to approve Resolution 26-03 accepting the IPA bid from Mercantile Bank for \$900,000 at an interest rate of 4.25% and to authorize _____ and _____ to sign and execute the documents included and required.*

PERSON SUBMITTING: Treasurer Emily Meinema

For Board Use Only:

This requires **voice vote:** Yes No This requires **roll-call vote:** Yes No

Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O’Neill_____ O’Rourke_____

**CHARTER TOWNSHIP OF
TEXAS RESOLUTION NO. 26 - 03**

**RESOLUTION AUTHORIZING EXECUTION AND DELIVERY
OF AN INSTALLMENT PURCHASE AGREEMENT AND NOTE**

At a regular meeting of the Township Board (the "Township Board") of the Charter Township of Texas, Kalamazoo County, Michigan (the "Township") held at the Township Offices, 7227 West Q Avenue, Kalamazoo, Michigan 49009 on the 12th day of January, 2026 at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and
seconded by _____.

WHEREAS, the Township desires to acquire and construct a new public roadway, Longhorn Drive, and related improvements ("Property"), as more fully described on the attached Exhibit 1, for public purposes; and

WHEREAS, to finance, in part, the cost of acquiring the Property, the Township deems it necessary to borrow the sum of Nine Hundred Thousand Dollars (\$900,000); and

WHEREAS, Act 99 of the Public Acts of Michigan of 1933, as amended, authorizes the Township to enter into agreements for the purchase of lands, property or equipment for public purposes, to be paid for in installments; and

WHEREAS, the Township approved the issuance of a Request for Proposals related to an installment purchase agreement to obtain financing for the Property; and

WHEREAS, the Township issued the Request for Proposals and received responses from several financial institutions, including Mercantile Bank ("Bank"); and

WHEREAS, the Township has received from the Bank a proposal for financing in part the acquisition of the Property; and

WHEREAS, the Township has determined that the proposal received from the Bank is the best and most appropriate proposal, a copy of which is attached as Exhibit 2; and

WHEREAS, the Township has entered or will enter into a contract for the acquisition and construction of the Property with a contractor (the "Contractor") for approximately more than \$900,000; and

WHEREAS, the Bank has agreed to finance the acquisition and construction of the Property by entering into an Installment Purchase Agreement and Note pursuant to which the Township will make payments of principal and interest to the Bank; and

WHEREAS, the Township's outstanding balance of all installment purchases, exclusive of interest, including the principal amount of the Installment Purchase Agreement authorized by this Resolution, shall not exceed one and one-quarter percent (1¼%) of the taxable value of the real and personal property in the Township.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The acquisition and construction of the Property is found to be a public purpose and in the best interests of the health, safety and welfare of the Township.

2. The Township approves the proposal of the Bank and authorizes and directs the Supervisor and Clerk to execute the Installment Purchase Agreement and the IPA Note (collectively the "Financing Documents"), in substantially the forms attached hereto as Exhibit 3 and Exhibit 4, in the principal amount of \$900,000 with an interest rate on the principal amount outstanding of 4.25% per annum and with a term of ten (10) years.

3. The obligation of the Township to make the principal and interest payments pursuant to the Financing Documents is a general obligation of the Township, and the Township hereby pledges its general obligation, limited tax, full faith and credit, to the payment of principal and interest on the Financing Documents, subject to charter, constitutional and statutory limitations.

4. The Township covenants and agrees for the benefit of the Bank and any assign that the Township will comply with all applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code") and, except as required by law, will take no action and will not omit to take any action which in either case would cause the interest portion of the payments on the Financing Documents ("Installment Payments") to be included in the gross income of the Bank for federal income tax purposes or cause the Financing Documents to be "arbitrage bonds" as defined in Section 148 of the Code and any successor provision, act or statute and the regulations from time to time promulgated or proposed there under. The Township will take such actions as are permitted by law, relating to any required rebate of arbitrage earnings and the expenditure and investment of IPA Note proceeds and moneys deemed to be IPA Note proceeds, and to prevent the IPA Note from being or becoming "private activity bonds" as that term is used in Section 141 of the Code.

5. The Township hereby designates the Installment Payments as "qualified tax-exempt obligations" for the purpose of Section 265(b)(3)(B) of the Code.

6. The proceeds of the Financing Documents shall be used (i) by the Township to pay the Contractor with respect to the Property and for related purposes, or (ii) to reimburse the Township a portion of the purchase price paid to the Contractor within six months of the date hereof, but such proceeds shall not be used to reimburse the Township for expenditures incurred prior to the declaration of official intent required by Section 1.103.8(a)(5) of the Treasury regulations.

7. The authority granted herein shall not be construed to require the Township to levy taxes in excess of any charter, constitutional or statutory limitations.

8. Any two of the Township Clerk, Treasurer, or any member of the Township Board, are hereby authorized to do all acts and things, and to execute the Financing Documents and any documents or certificates as may be necessary or desirable including, but not limited to approving immaterial revisions to the Financing Documents (the material terms are limited to the amount borrowed, the interest rate and the maturity period) and related documents, and to deliver such documents to the parties to effectuate the transaction described in the Financing Documents.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be and they are rescinded.

A vote on the foregoing resolution was taken and was as follows:

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Texas, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said Township at a regular meeting held on the 12th day of January, 2026.

Emily Beutel, Clerk

EXHIBIT 1
(Property Description)

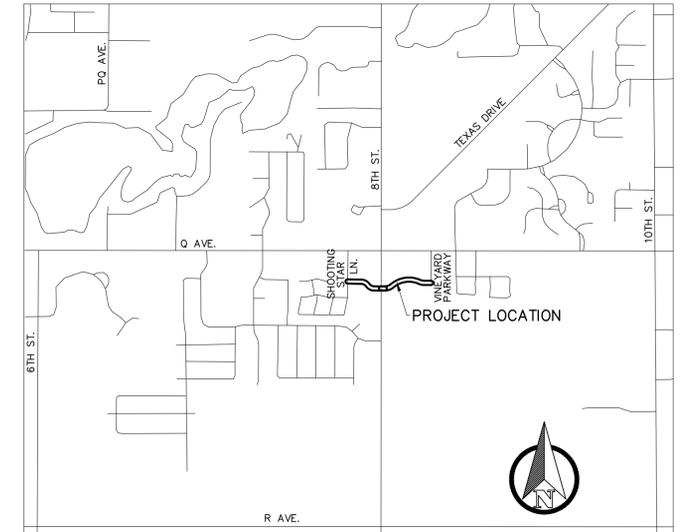
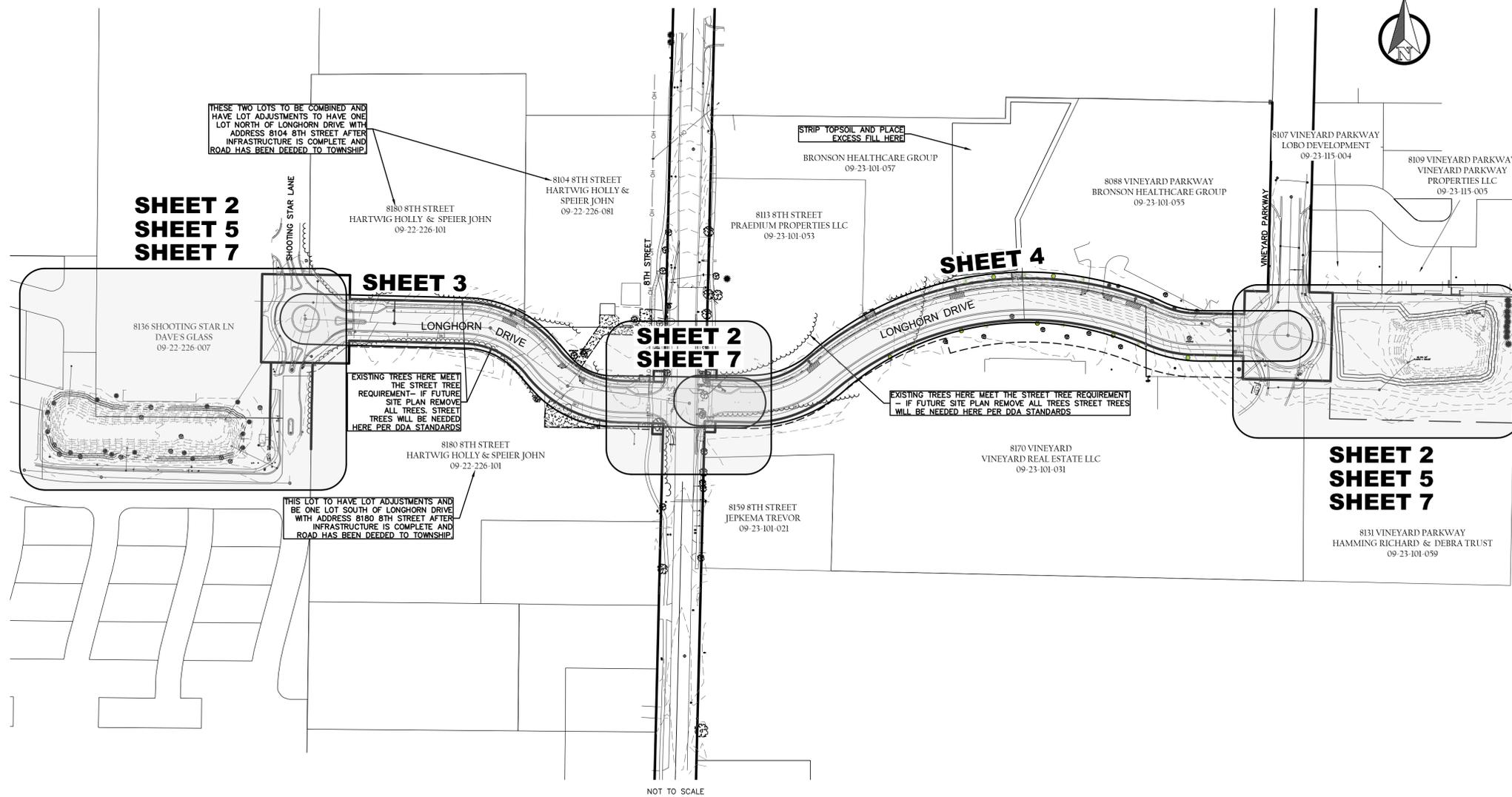
Longhorn Drive and Related Improvements

CHARTER TOWNSHIP OF TEXAS

KALAMAZOO COUNTY, MICHIGAN

LONGHORN DRIVE

(TOWNSHIP-OWNED - NON-CERTIFIED PUBLIC ROAD)



PLAN INDEX

SHEET No.	DESCRIPTION
1 OF 7	TITLE SHEET
2 OF 7	DEMO PLAN
3 OF 7	PLAN AND PROFILE
4 OF 7	PLAN AND PROFILE
5 OF 7	WEST AND EAST ROUNDABOUT AND PONDS
6 OF 7	TYPICAL SECTIONS
7 OF 7	PAVEMENT MARKINGS & SIGNAGE

UTILITY	ENTITY	NAME	NUMBER
WATER	TEXAS TOWNSHIP	BROOKE HOVENKAMP	269-375-1591
SEWER	TEXAS TOWNSHIP	BROOKE HOVENKAMP	269-375-1591
GAS	CONSUMERS ENERGY	KYLE OAK	269-337-2366
ELECTRIC	CONSUMERS ENERGY	KYLE OAK	269-337-2366
TELEPHONE	AT&T	CARRIE DEMOTT	269-384-4472



DESIGN ENGINEER
VK CIVIL
DAN LEWIS, P.E.
269-697-7120
DAN@VKCIVIL.COM



Know what's below.
Call before you dig.
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

DATE	REVISION	BY
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCK COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCK COMMENTS	CRZ
22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
TITLE SHEET



Byron Center, MI
(616) 277-2185
Kalamazoo, MI
(269) 697-7120

FILE NO. 916
CHECKED DGL
Sheet No. 1 OF 7

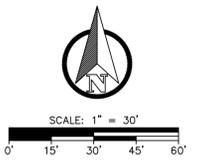
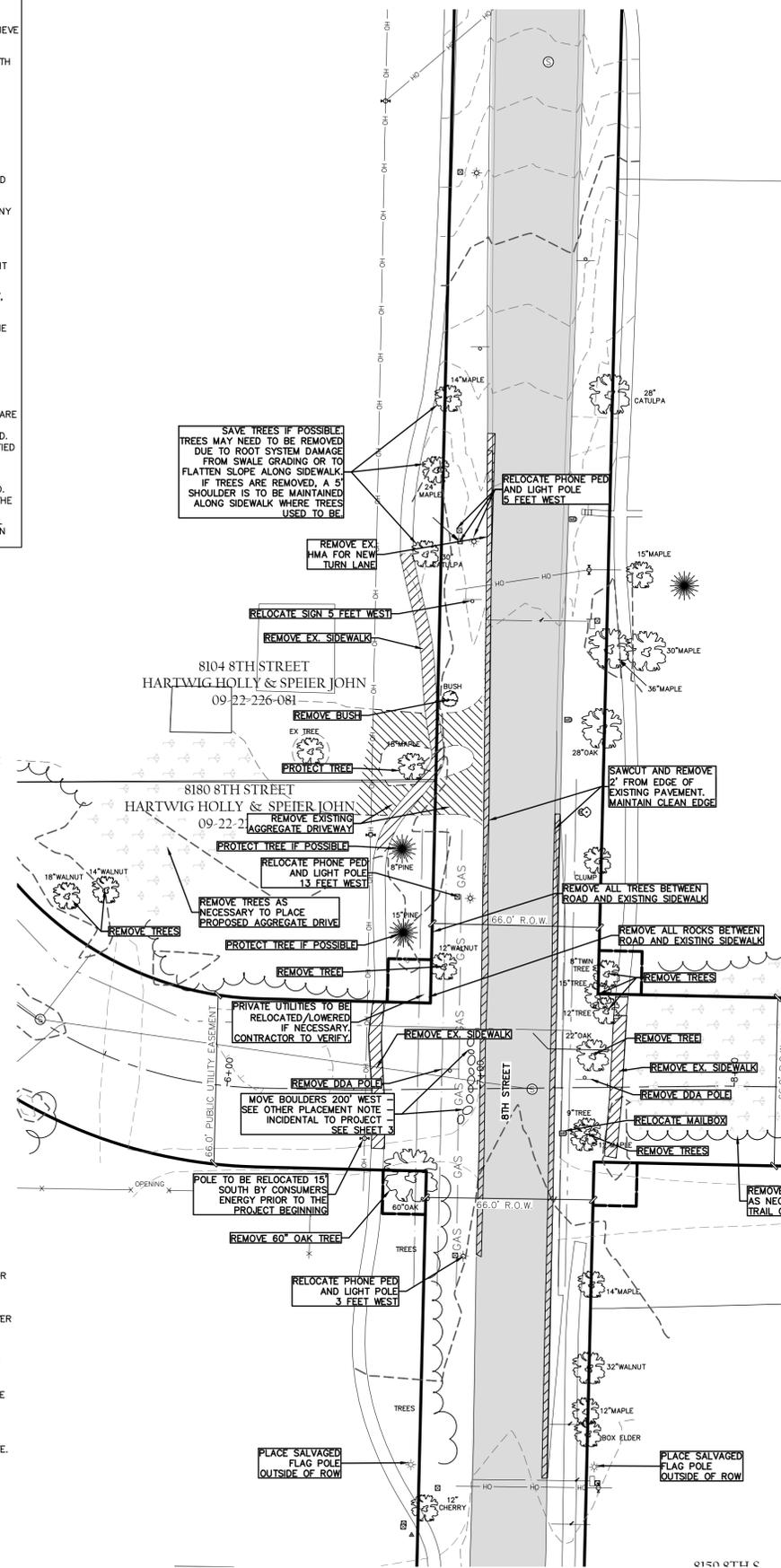
www.VKcivil.com

- GRADING PLAN NOTES:**
- SOILS EXPOSED IN THE BASE OF ALL SATISFACTORY FOUNDATION EXCAVATIONS SHOULD BE PROTECTED AGAINST ANY DETRIMENTAL CHANGES IN CONDITION SUCH AS FROM DISTURBANCE, RAIN AND FREEZING. SURFACE RUN-OFF WATER SHOULD BE DRAINED AWAY FROM THE EXCAVATION AND NOT ALLOWED TO POND. IF POSSIBLE, ALL FOOTING CONCRETE SHOULD BE POURED THE SAME DAY THE EXCAVATION IS MADE. IF THIS IS NOT PRACTICAL, THE FOOTING EXCAVATIONS SHOULD BE ADEQUATELY PROTECTED.
 - REMOVE ALL SUBGRADE MATERIAL THAT MAY BE SOFTENED BY RAINS, FREEZING, OR CONSTRUCTION TRAFFIC, ETC. AND REPLACE WITH COMPACTED GRANULAR FILL.
 - ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH MDOT-MDEQ. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "SOIL EROSION PERMIT" FROM THE COUNTY AND A "PERMIT BY RULE/NOTICE OF COVERAGE" FROM EGLE IF APPLICABLE, PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS IF THE COUNTY "SOIL EROSION PERMIT" AND FOR ALL CERTIFIED STORM WATER INSPECTION SERVICE REQUESTED BY THE "PERMIT BY RULE." EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
 - AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE COVER AREAS ACT AS SEDIMENT FILTERS.
 - ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.
 - GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSE WHERE AS DIRECTED BY THE ENGINEER. SEEDING AND/OR SODDING SHALL BE INSTALLED ON CREEK BANKS IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION.
 - CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ONTO ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY IS OCCURS.
 - ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 20 DAYS OR LONGER MUST BE SEEDDED TO ESTABLISH VEGETATION FOR TEMPORARY STABILIZATION. BASINS TO BE SEEDDED AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.
 - ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING.
 - ALL NON PAVED AREAS TO BE TOPSOILED (6" MIN.) & SEEDDED.
 - VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNUSABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION.
 - DUST CONTROL: THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL ORDINANCES OF THE TOWNSHIP, COUNTY, MDEQ OR ANY OTHER GOVERNMENT AGENCY.
 - IF MUD, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY OR AS REQUIRED DURING THE WORK DAY.
 - STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE SOIL EROSIONS AND SEDIMENT CONTROL PERMIT.
 - PLACE TEMPORARY EROSION CONTROL MEASURES PRIOR TO EARTH MOVING ACTIVITIES.
 - MULCH BLANKETS SHALL BE PLACED, STAPLED, AND OVERLAPPED ON ALL SLOPES THAT ARE 1 ON 3 OR GREATER AFTER.
 - CONTRACTOR TO INSTALL SILT SACK IN ALL CATCH BASINS ONCE THEY ARE CONSTRUCTED.
 - ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY A CERTIFIED STORM WATER OPERATOR AND MAINTAINED BY CONTRACTOR EVERY 7 DAYS AND AFTER EVERY SIGNIFICANT RAIN EVENT IN ACCORDANCE WITH NPDES PERMIT BY RULE REQUIREMENTS IF APPLICABLE.
 - EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED.
 - BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAWING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.

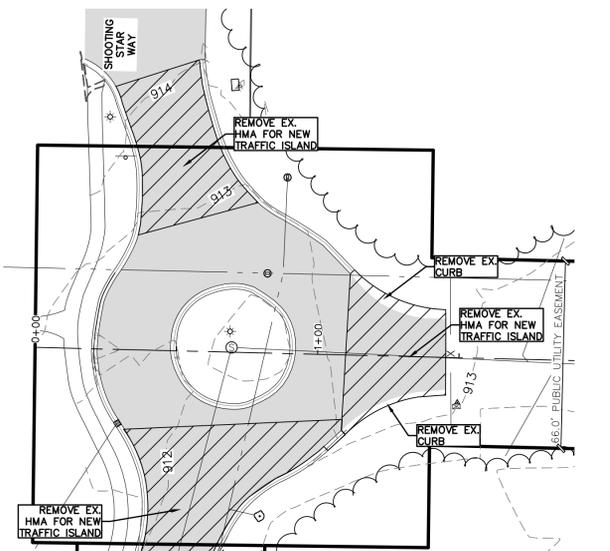
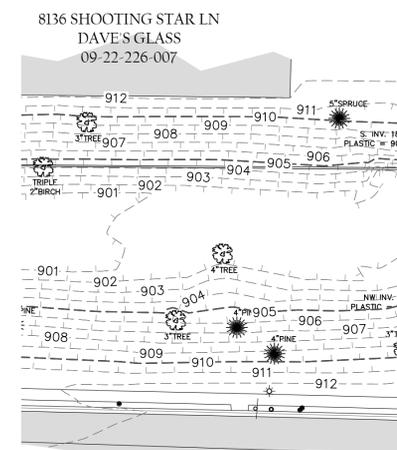
- SITE LAYOUT NOTES:**
- ALL WORK SHALL BE DONE TO ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS.
 - ALL WORK WITHIN ROW SHALL BE DONE IN ACCORDANCE WITH LOCAL ROADWAY JURISDICTION REQUIREMENTS.
 - CONTRACTOR SHALL RESTORE ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE, AND OTHER INFRASTRUCTURE DISTURBED OR DAMAGED DUE TO CONSTRUCTION ACTIVITIES TO MATCH EXISTING CONDITIONS.
 - ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY OWNER.
 - THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED OR AS SHOWN. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL JOINTS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR AT NO ADDITIONAL COST.
 - CONTRACTOR SHALL CONTACT MISS DIG THREE WORKING DAYS BEFORE YOU DIG. CALL MISS DIG AT 1-800-482-7171 OR 811.
 - ALL WORK SHALL BE DONE TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE AND THE AMERICANS WITH DISABILITIES ACT.
 - CONTRACTOR SHALL ENSURE ALL ADA RAMPS AND ACCESS MEET CURRENT ADA STANDARDS. IF IT IS DISCOVERED THAT ANY ITEMS WILL NOT MEET ADA STANDARDS IT SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.
 - ALL SIGNAGE SHALL BE PER RCKC AND MMUTCD STANDARDS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, DEMOLITION PERMITS, TAX FEES, ASSESSMENTS, UTILITY PERMITS, ROW PERMITS, BONDS, INSURANCE, OR OTHER FEES ASSOCIATED WITH CONSTRUCTION.
 - SITE CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF A MINIMUM 4000 PSI AND SHALL HAVE LIMESTONE AGGREGATE AND SHALL HAVE A 5.5-8% AIR ENTRAINMENT WITH A BROOM FINISH.
 - INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE CONCRETE ABUTS HMA PAVEMENT.
 - CONTRACTOR SHALL REVIEW THE GEOTECHNICAL AND ENVIRONMENTAL REPORTS FOR THE SITE AND INCORPORATE INTO THEIR CONSTRUCTION MEANS AND METHODS.
 - THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD SURVEY LAYOUT. DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
 - THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRICADES, FLAGMEN, ETC. AS REQUIRED TO PERFORM THE WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.
 - THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY MARKERS AND BENCHMARKS.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES, AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROLS SHALL BE COORDINATED WITH THE LOCAL POLICE DEPARTMENT AND MUNICIPALITY.
 - PRIOR TO CONSTRUCTION OR GRADING A PROTECTIVE BARRIER, FENCE, POST, AND SIGNS CLEARLY INDICATING LIMITS OF DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS.
 - NO PARKING CONTRACTOR OR SUBCONTRACTORS SHALL BE ALLOWED ON PUBLIC STREETS WITHOUT PRIOR APPROVAL.
 - NO BUILDING MATERIAL, EQUIPMENT, VEHICLES, OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE OF THE LIMITS OF DISTURBANCE.
 - CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST COMPLY WITH LOCAL MUNICIPAL ORDINANCES.

- UTILITY PLAN NOTES:**
- CONTRACTOR SHALL CONTACT PRIVATE AND PUBLIC UTILITY COMPANIES IF ANY COORDINATION IS NEEDED BETWEEN PROPOSED WORK AND EXISTING UTILITIES.
 - UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITY INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION, AND CONDITION.
 - ALL WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL WATER UTILITY STANDARDS AND EGLE STANDARDS.
 - ALL 6" UNDERDRAIN TO BE CORRUGATED PLASTIC PIPE WITH SOCK, ADS N-12 OR APPROVED EQUAL.
 - ALL STORM SEWER SHALL BE SMOOTH LINED CORRUGATED PLASTIC PIPE (ADS N-12 OR EQUAL), UNLESS OTHERWISE LABELED ON THE PLANS.
 - ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED.
 - ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
 - CATCH BASINS WITHIN CONCRETE HEAD CURB SHALL HAVE EJ 7045 CASTINGS.
 - CATCH BASINS WITHIN BIT VALLEY CURB SHALL HAVE EJ 7065 CASTINGS WITH M1 GRATE.
 - CATCH BASINS WITHIN PAVED AREAS SHALL HAVE EJ 1020M1 RADIAL FLATE GRATE CASTINGS.
 - STORM SEWER MANHOLES SHALL HAVE EJ 1020 CASTINGS WITH SOID COVERS.
 - STORM SEWER YARD DRAINS SHALL HAVE EJ 6508 CASTINGS.
 - ROOF DRAINS SHALL BE PVC SCH-40.
 - CONTRACTOR IS TO UNCOVER AND VERIFY ALL TAP LOCATIONS AND INVERTS. LOCATION AND INVERT DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION PRIOR TO COMMENCING WORK.
 - SANITARY AND STORM STRUCTURES SHALL BE PRECAST AND HAVE A MAXIMUM OF 2 ADJUSTING RINGS FOR FINISH GRADE ADJUSTMENT.
 - THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.

8TH STREET REMOVALS

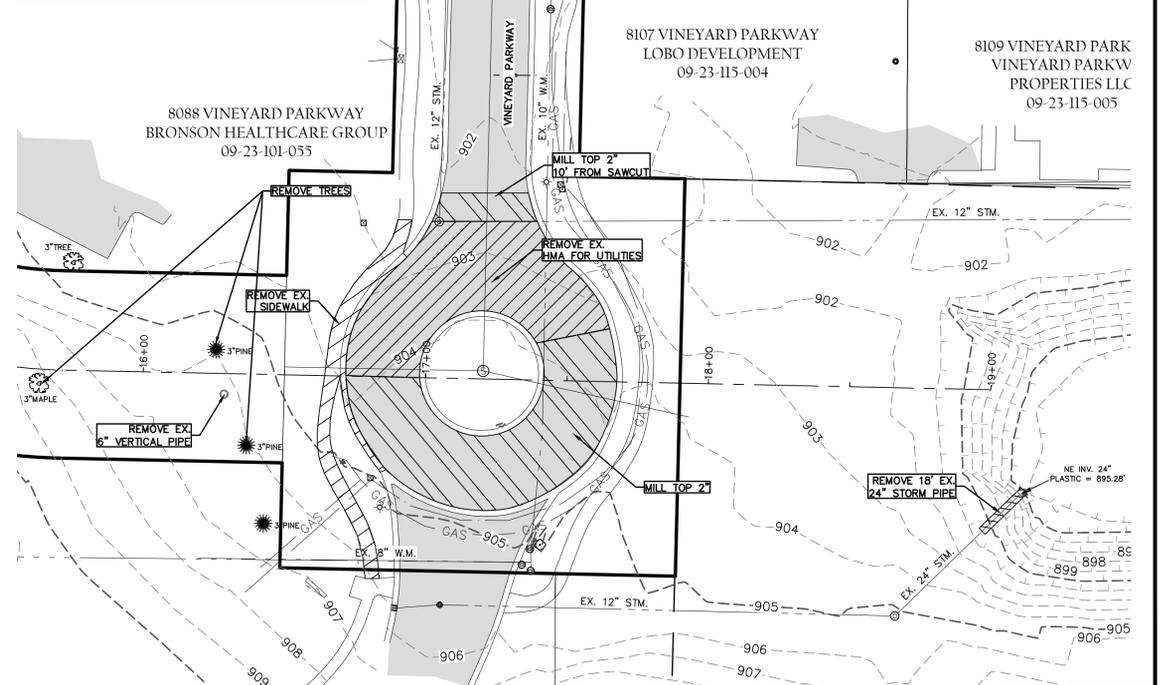


SHOOTING STAR WAY REMOVALS



8180 8TH STREET
HARTWIG HOLLY & SPEIER JOHN
09-22-226-101

VINEYARD PARKWAY REMOVALS



8107 VINEYARD PARKWAY
LOBO DEVELOPMENT
09-23-115-004

8109 VINEYARD PARK
VINEYARD PARKWAY
PROPERTIES LLC
09-23-115-005

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22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
EXISTING CONDITIONS / REMOVAL



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Kalamazoo, MI (269) 697-7120
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FILE NO. 916
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HATCH LEGEND

- EXISTING HOT MIXED ASPHALT
- PROPOSED HOT MIXED ASPHALT
-
- PROPOSED CONCRETE SIDEWALK

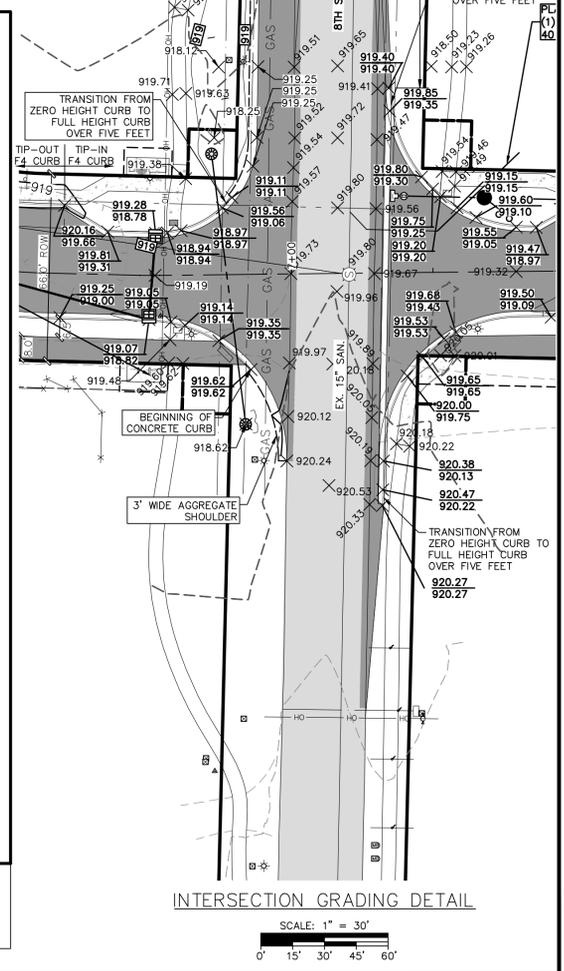
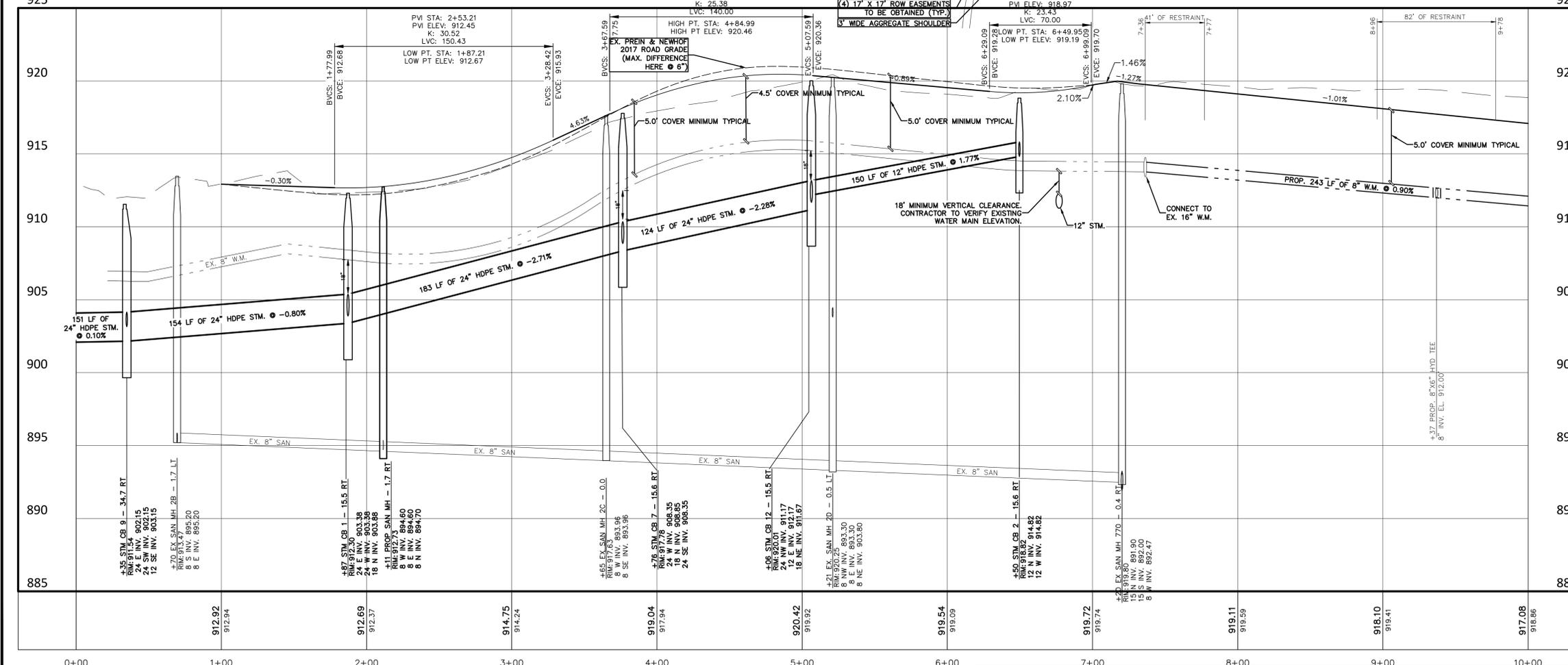
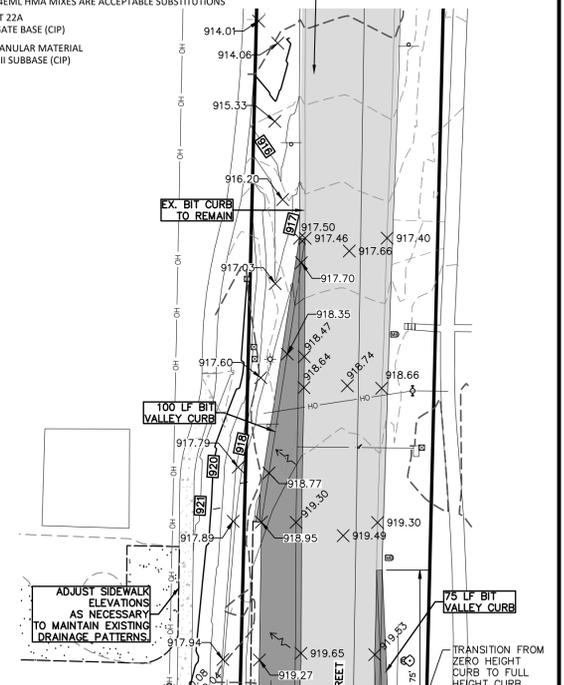
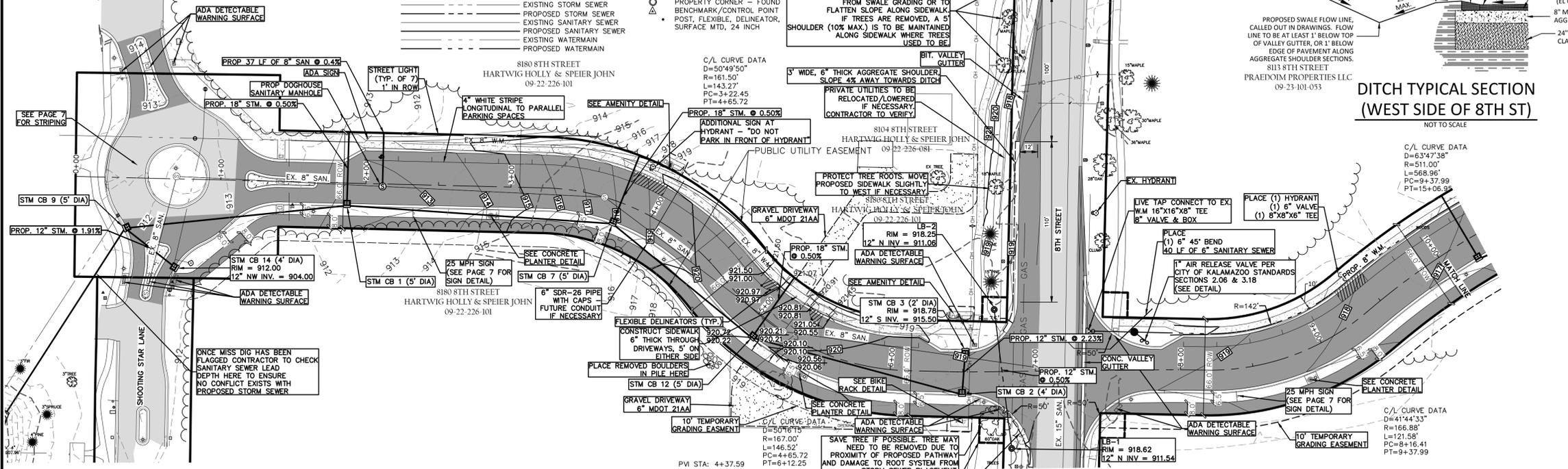
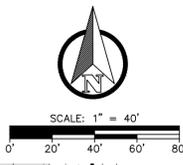
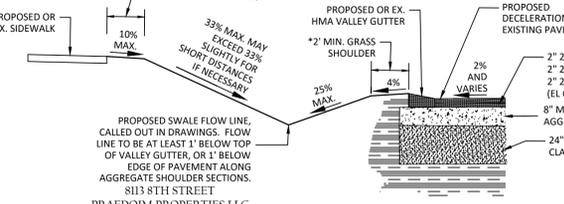
LINE LEGEND

- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS
- EXISTING COMMUNICATIONS
- EXISTING FENCE
- RIGHT OF WAY EASEMENT
- EXISTING GRAVEL
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN

SYMBOL LEGEND

- LIGHT POLE (PROPOSED LIGHTS SHALL MATCH CURRENT)
- POWER POLE (DDA LIGHTS INSTALLED IN THE CBD)
- SANITARY SEWER MANHOLE
- STORM CATCH BASIN
- STORM MANHOLE
- SIGN
- HYDRANT
- VALVE
- MAILBOX
- PROPERTY CORNER - FOUND
- POST, FLEXIBLE, DELINEATOR, SURFACE MTD, 24 INCH

*NOTE: IN DITCH SECTIONS ALONG 3' WIDE AGGREGATE SHOULDER, NO GRASS SHOULDER IS REQUIRED. 25% MAX FORESLOPE DOWN TO SWALE FLOW LINE MAY BEGIN AT EDGE OF AGGREGATE SHOULDER.



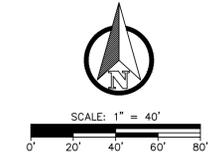
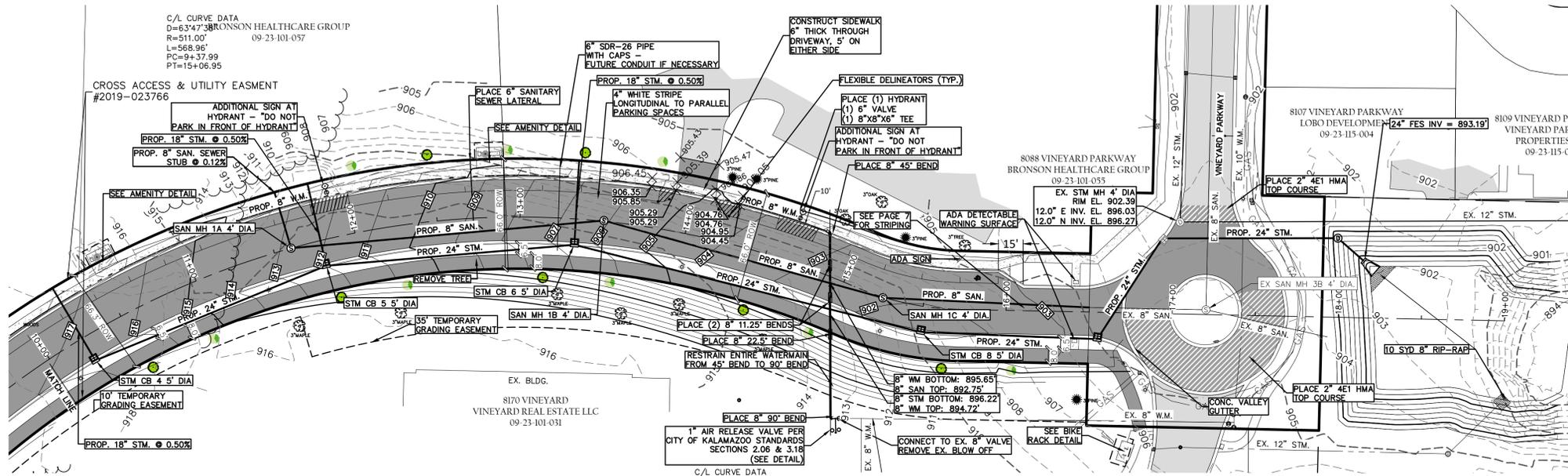
WATER MAIN TO BE BUILT TO CITY OF KALAMAZOO STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION, 2021

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22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

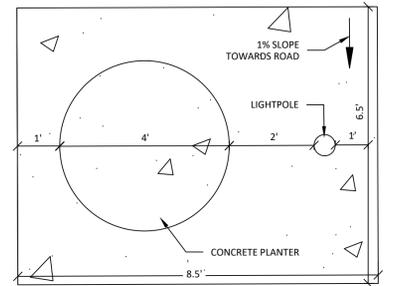
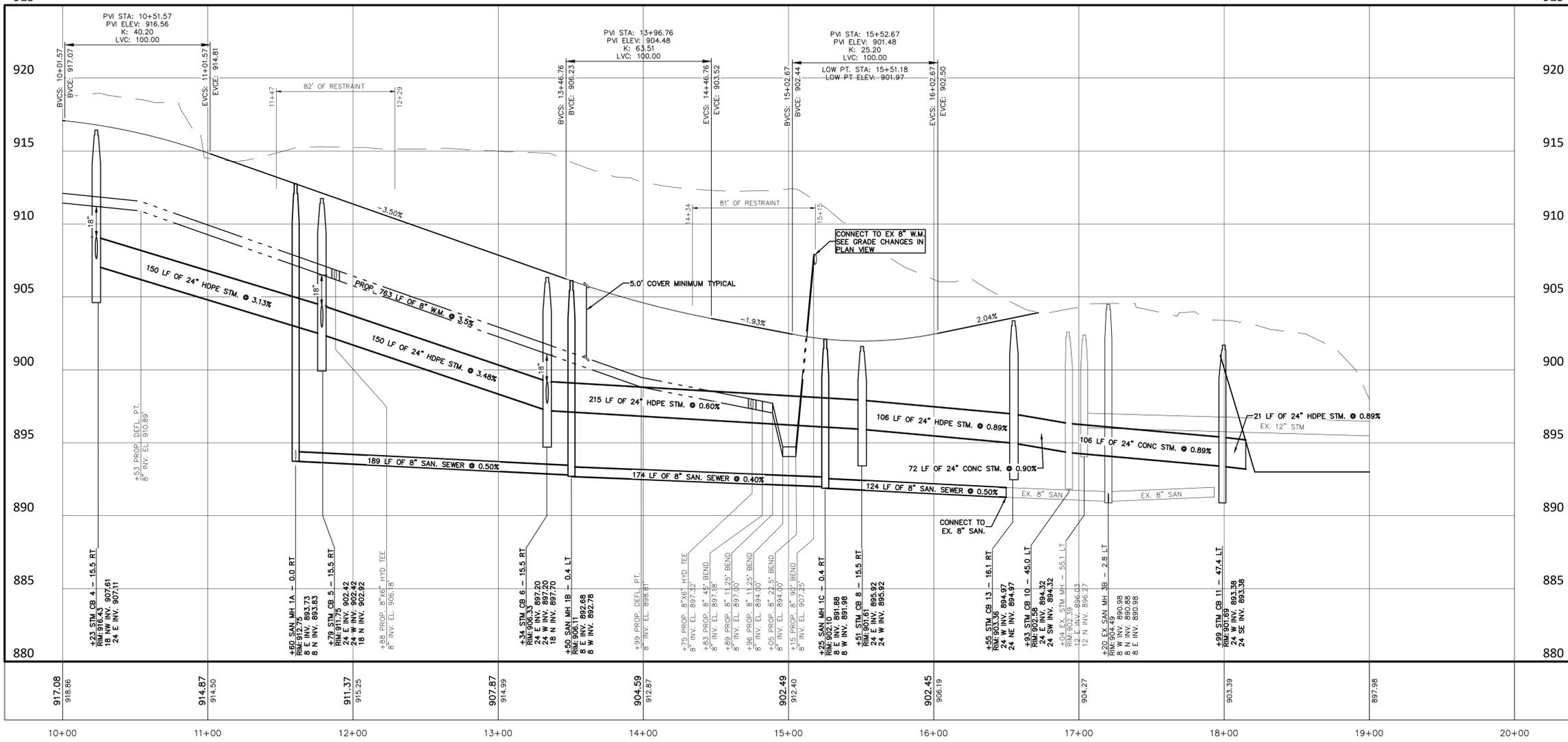
TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
PLAN AND PROFILE

VK CIVIL Vriesman & Korhorn
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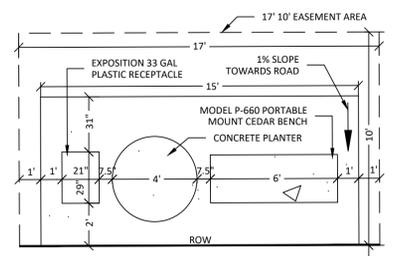
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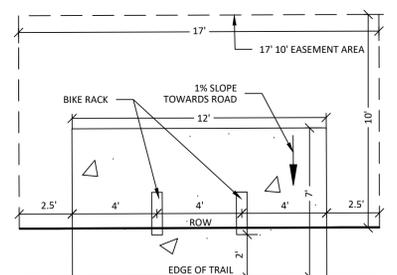
- LINE LEGEND**
- OH — OH — OH — EXISTING OVERHEAD ELECTRIC
 - GAS — GAS — EXISTING GAS
 - — — EXISTING COMMUNICATIONS
 - — — EXISTING FENCE
 - — — RIGHT OF WAY EASEMENT
 - — — EXISTING GRAVEL
 - — — PROPOSED GRAVEL
 - — — EXISTING STORM SEWER
 - — — PROPOSED STORM SEWER
 - — — EXISTING SANITARY SEWER
 - — — PROPOSED SANITARY SEWER
 - — — EXISTING WATERMAIN
 - — — PROPOSED WATERMAIN
- HATCH LEGEND**
- [Hatched Box] EXISTING HOT MIXED ASPHALT
 - [Hatched Box] PROPOSED HOT MIXED ASPHALT
 - [Hatched Box] PROPOSED 8" MDOT 21AA GRAVEL
 - [Hatched Box] PROPOSED CONCRETE SIDEWALK
- SYMBOL LEGEND**
- [Star Symbol] LIGHT POLE (PROPOSED LIGHTS SHALL MATCH CURRENT DDA LIGHTS INSTALLED IN THE CBD AND HAVE BRACKET ON POLE FOR HANGING BANNERS) POLES SHALL ALSO HAVE GFI DUPLEX RECEPTACLE IN WATERPROOF CAST METAL BOX.
 - [Circle with X] POWER POLE
 - [Circle with S] SANITARY SEWER MANHOLE
 - [Circle with B] STORM CATCH BASIN
 - [Circle with M] STORM MANHOLE
 - [Circle with T] SIGN
 - [Circle with H] HYDRANT
 - [Circle with V] VALVE
 - [Circle with M] MAILBOX
 - [Circle with P] PROPERTY CORNER - FOUND BENCHMARK/CONTROL POINT
 - [Circle with D] POST, FLEXIBLE, DELINEATOR, SURFACE MTD
 - [Circle with S] SERVICEBERRY
 - [Circle with R] EASTERN REDBUD



CONCRETE PLANTER DETAIL
NOT TO SCALE



AMENITY DETAIL AREA
NOT TO SCALE



BIKE RACK DETAIL
NOT TO SCALE

WATER MAIN TO BE BUILT TO CITY OF KALAMAZOO STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION, 2021

SANITARY SEWER SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH TEXAS TOWNSHIP AND CITY OF KALAMAZOO STANDARD SPECIFICATIONS

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TEXAS TOWNSHIP
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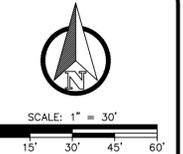
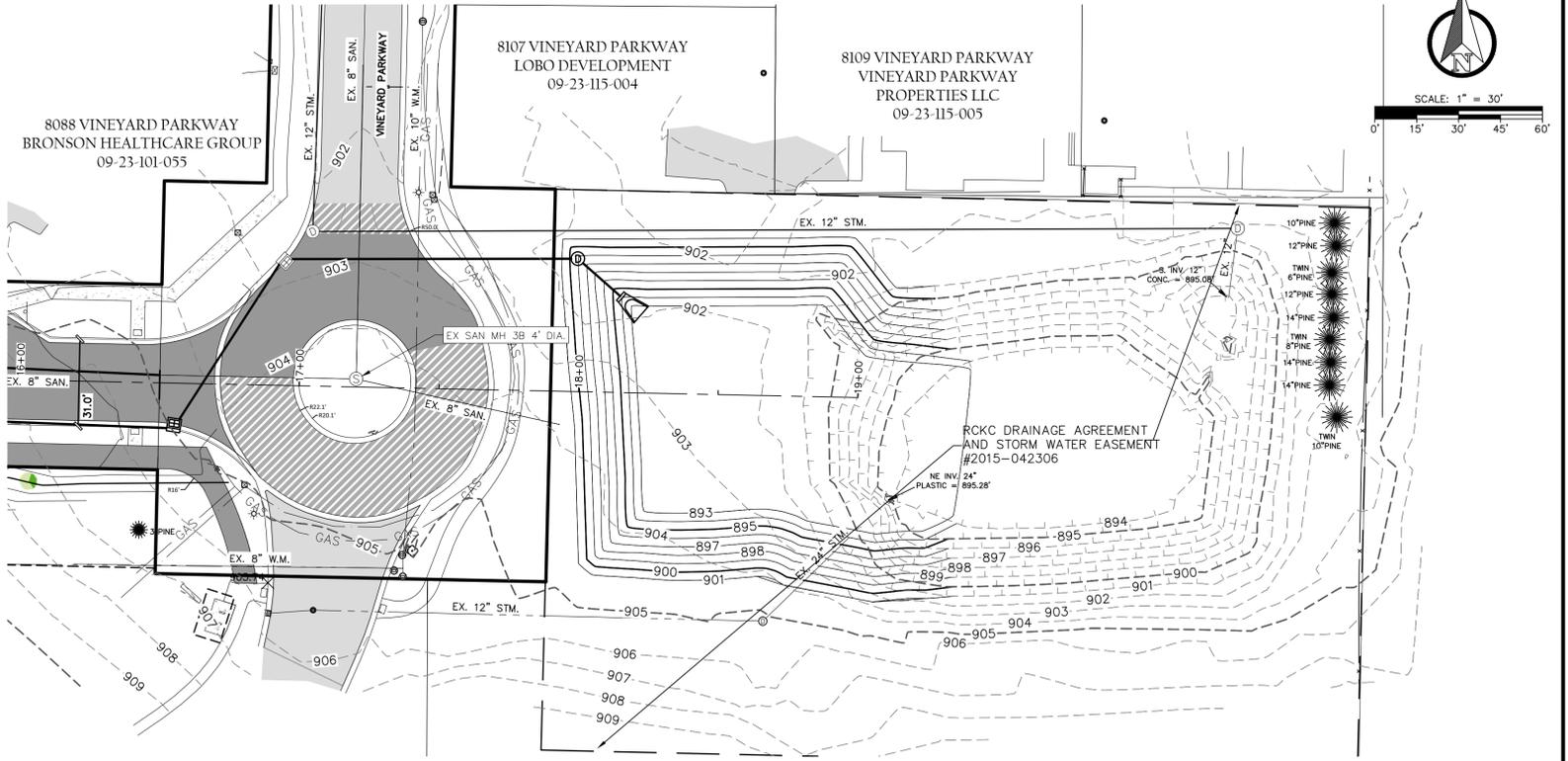
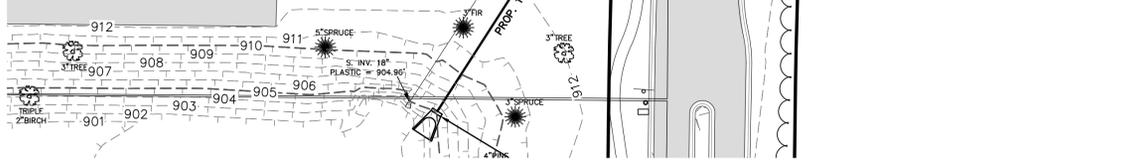
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- TIP IN CURB (INTERIOR ISLANDS ONLY)



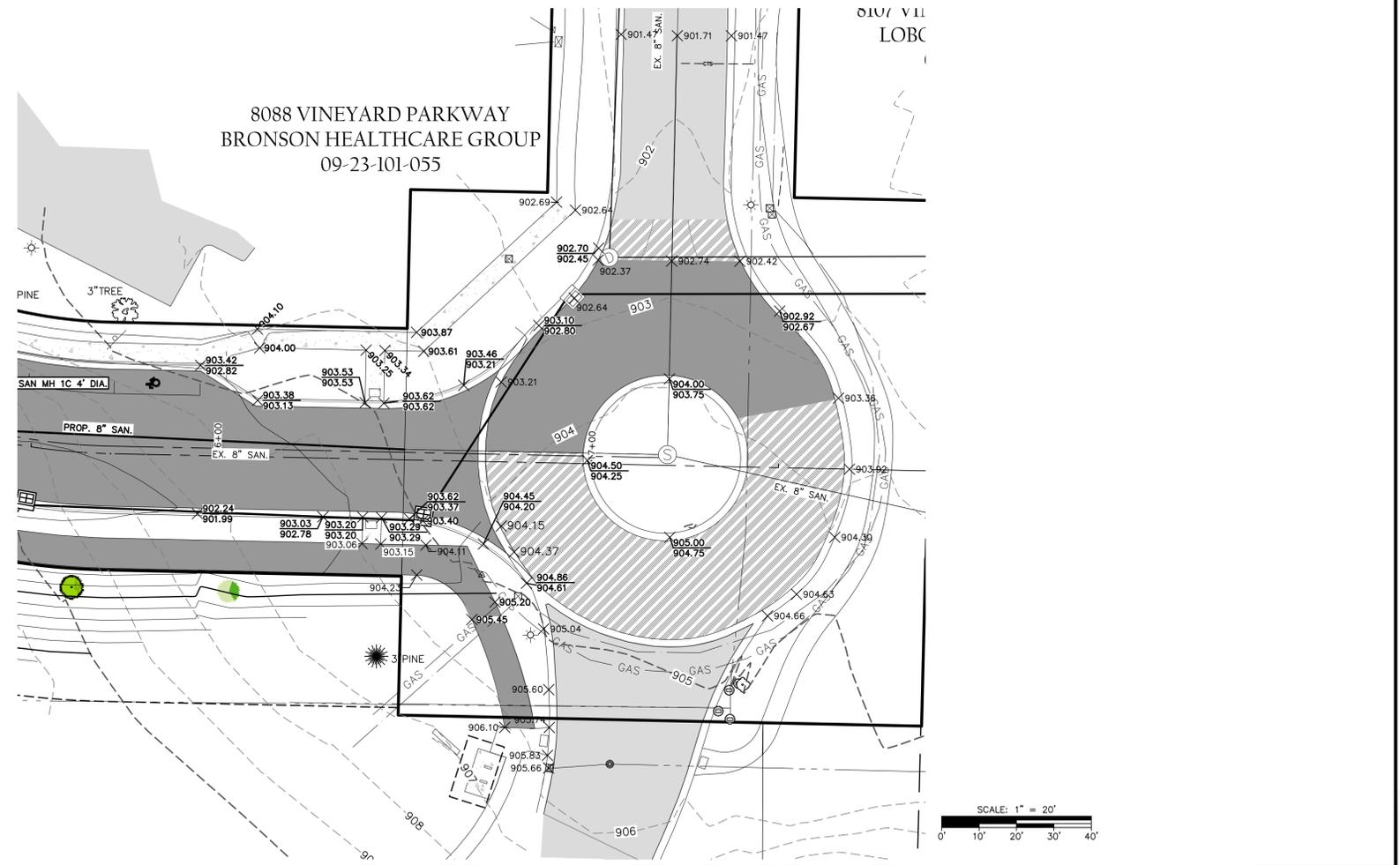
SCALE: 1" = 30'

8136 SHOOTING STAR LN
DAVE'S GLASS
09-22-226-007



SCALE: 1" = 30'

8088 VINEYARD PARKWAY
BRONSON HEALTHCARE GROUP
09-23-101-055



SCALE: 1" = 20'

SCALE: 1" = 20'

CONTRACTOR TO TAPER HEIGHT AT ENDS OF SPLITTER ISLANDS. HEIGHT SHALL BE 0" AT THE END AND THE FULL 3" HEIGHT 5' INTO THE ISLAND (TYPICAL)

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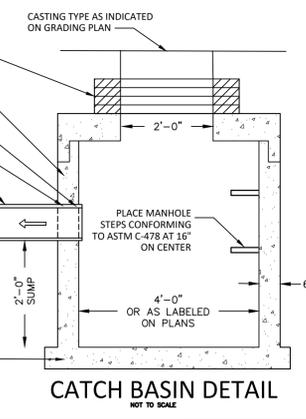
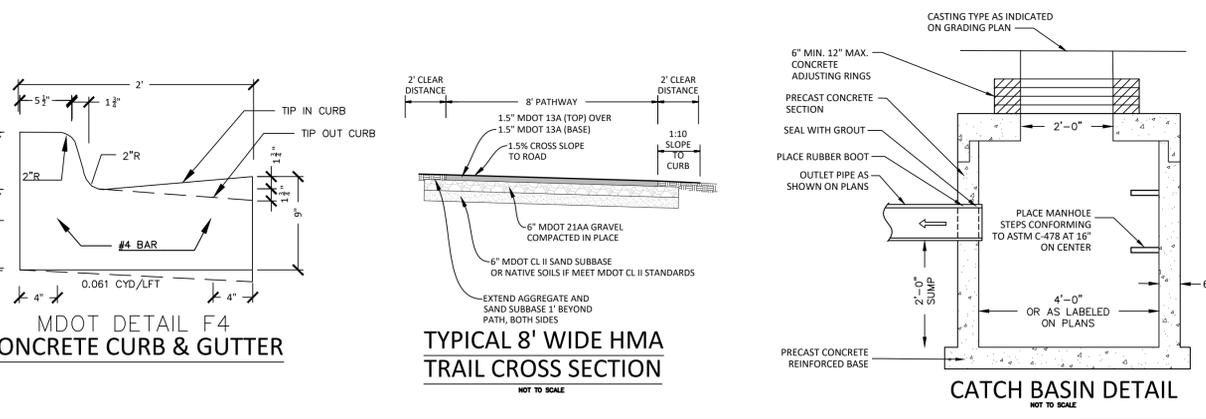
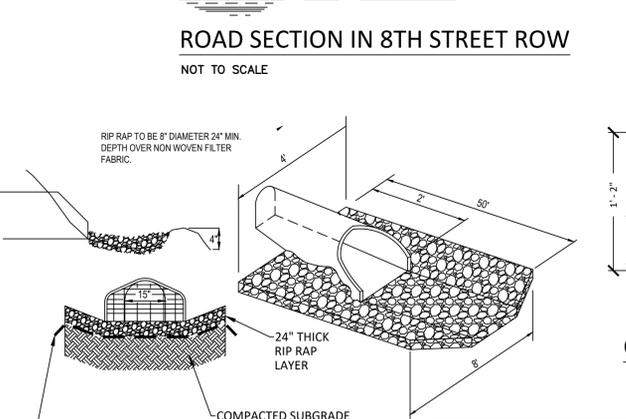
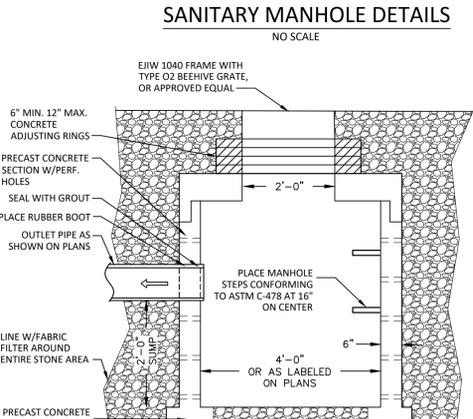
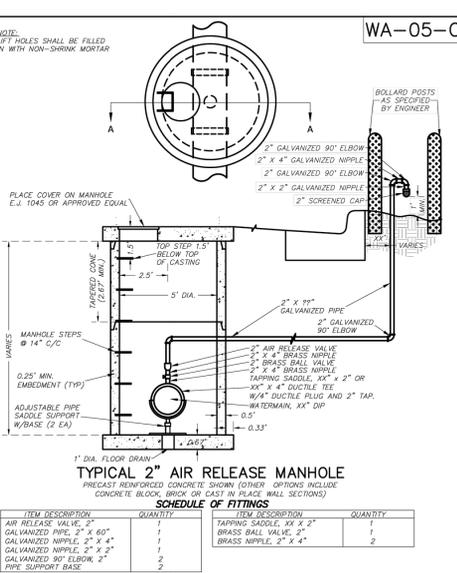
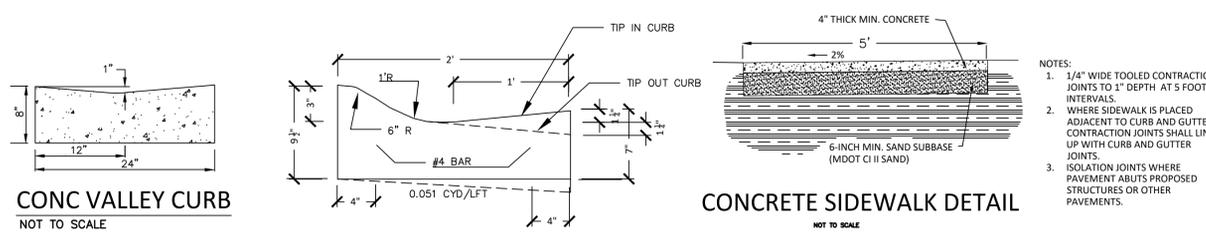
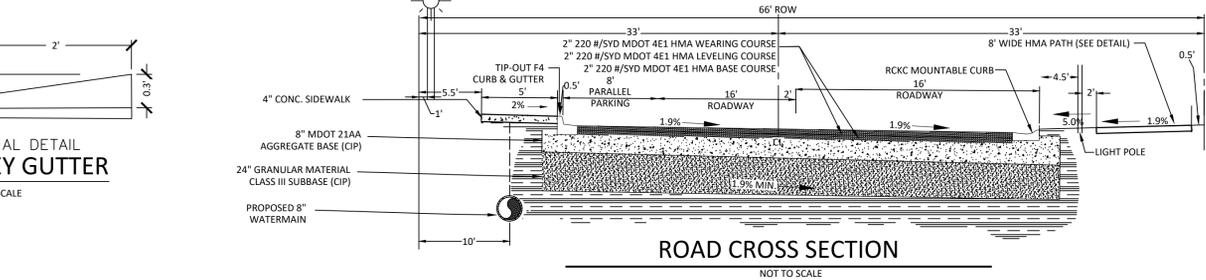
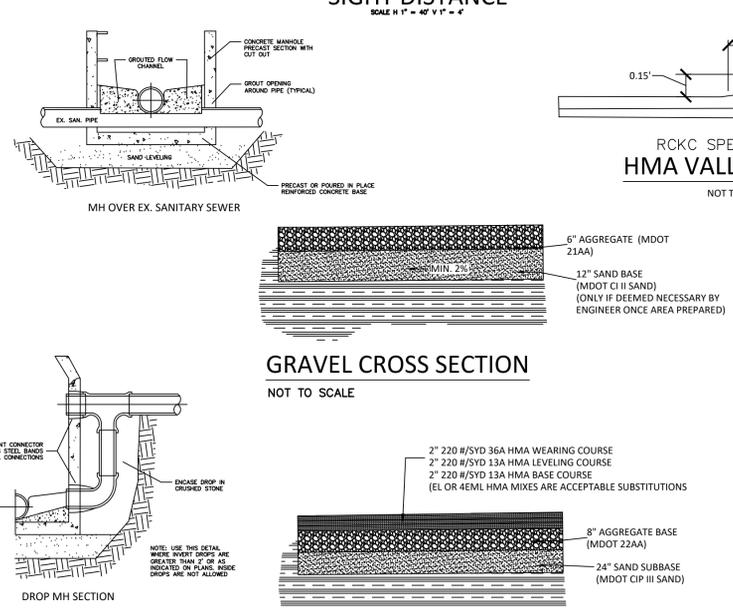
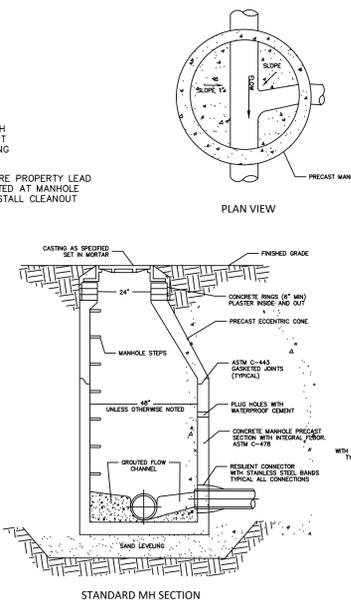
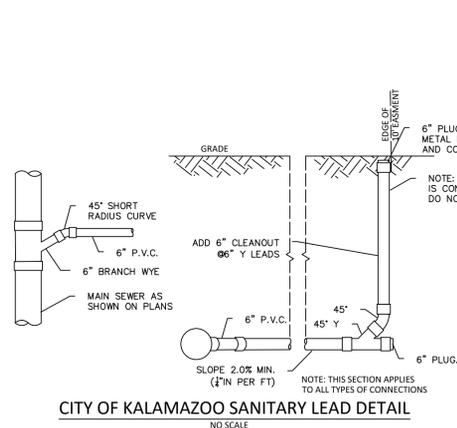
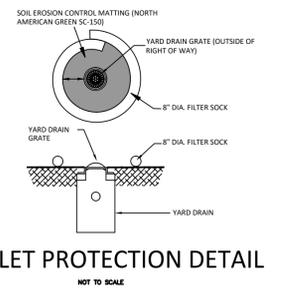
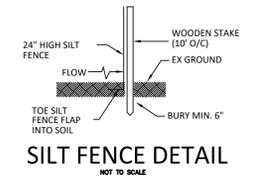
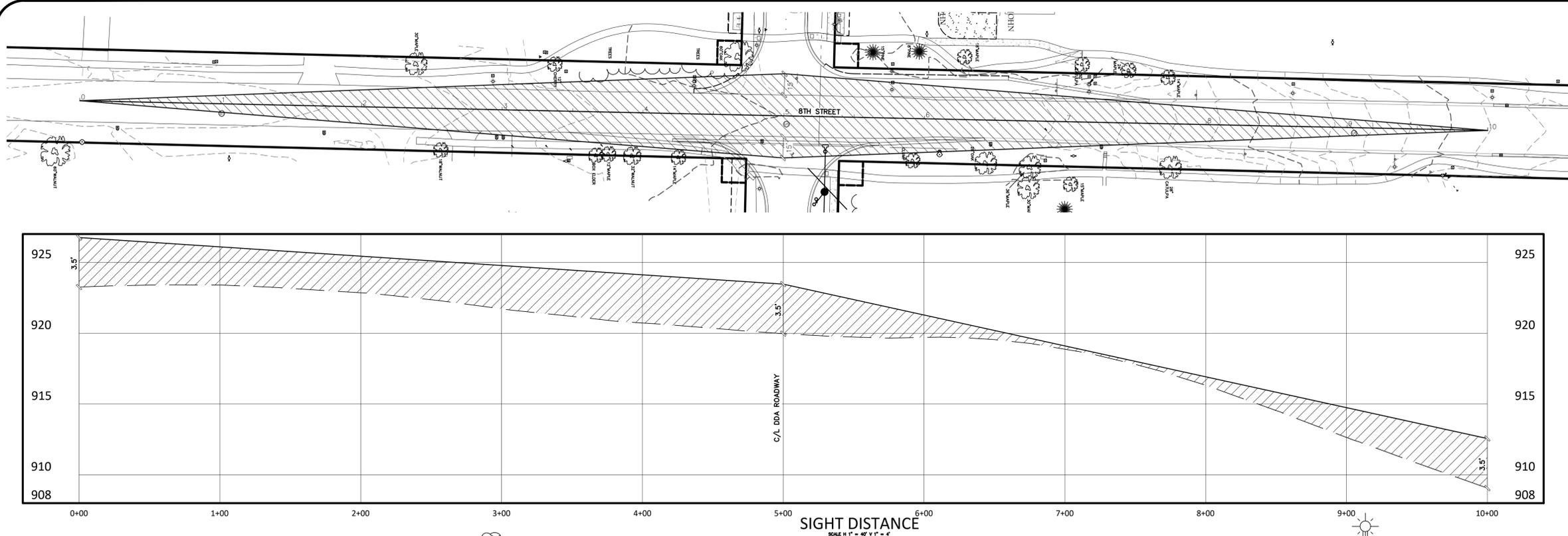
TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
WEST AND EAST PONDS



Byron Center, MI
(616) 277-2185
Kalamazoo, MI
(269) 697-7120

FILE NO. 916
CHECKED DGL
Sheet No. 5 OF 7

www.VKcivil.com



ITEM DESCRIPTION	QUANTITY	ITEM DESCRIPTION	QUANTITY
AIR RELEASE VALVE, 2"	1	TAPPING SADDLE, 2" X 2"	1
GALVANIZED PIPE, 2" X 60"	1	BRASS BALL VALVE, 2"	1
GALVANIZED NIPPLE, 2" X 4"	1	BRASS NIPPLE, 2" X 4"	1
GALVANIZED NIPPLE, 2" X 2"	1		
GALVANIZED 90° ELBOW, 2"	2		
PIPE SUPPORT BASE	1		

DATE	REVISION	BY
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCKC COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCKC COMMENTS	CRZ
22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN

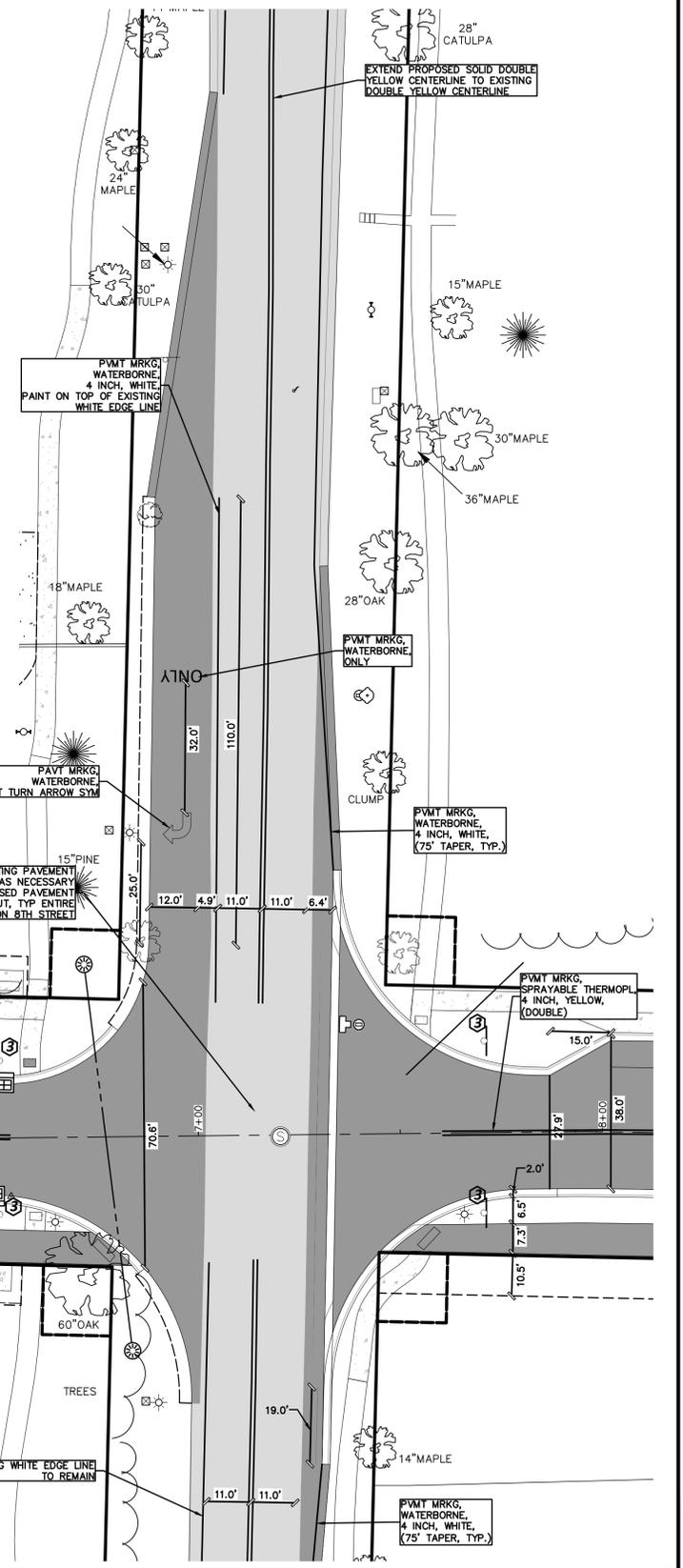
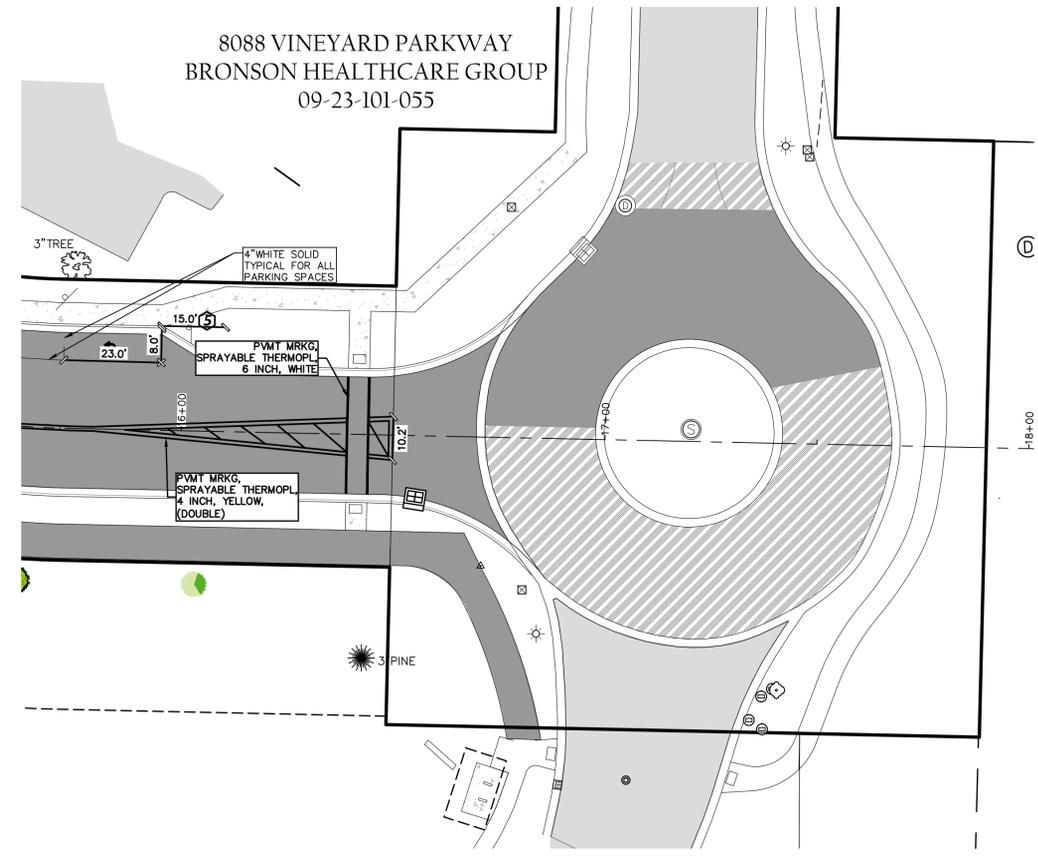
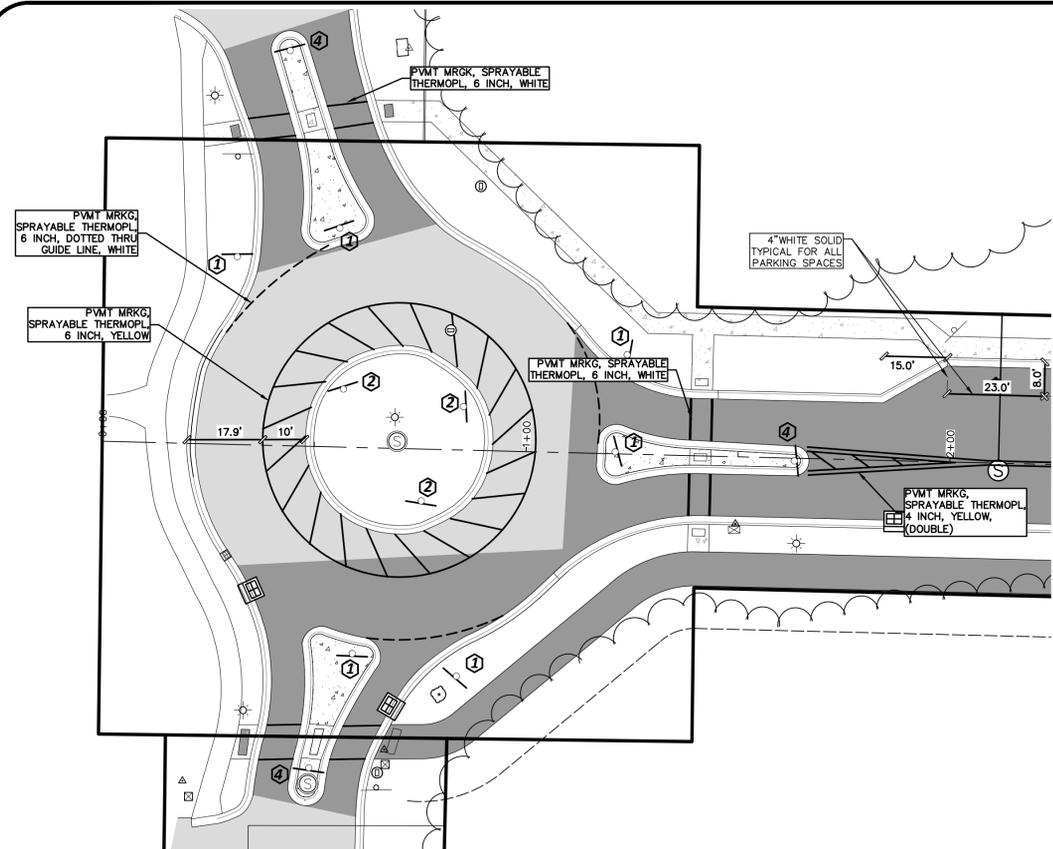
TEXAS TOWNSHIP DDA
PROJECT DETAILS

Byron Center, MI (616) 277-2185
Kalamazoo, MI (269) 697-7120

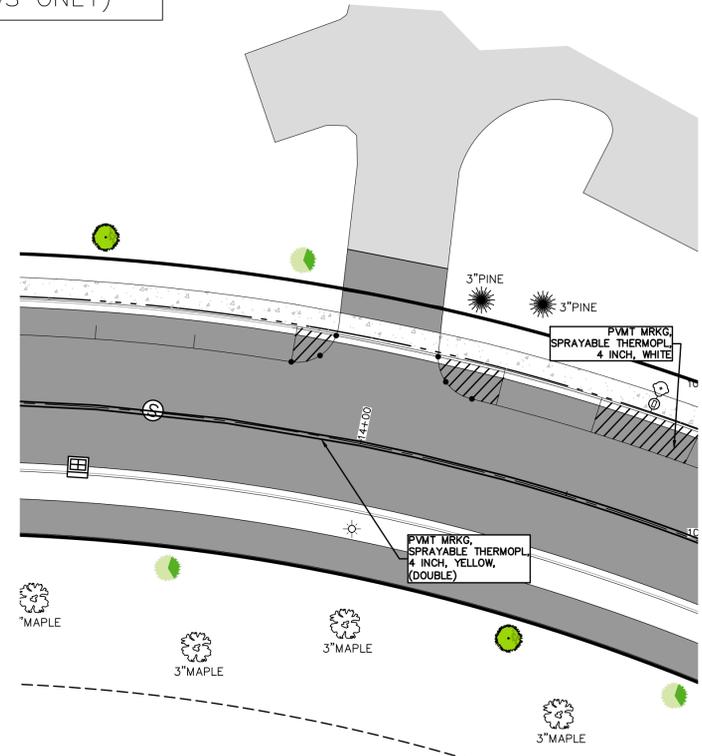
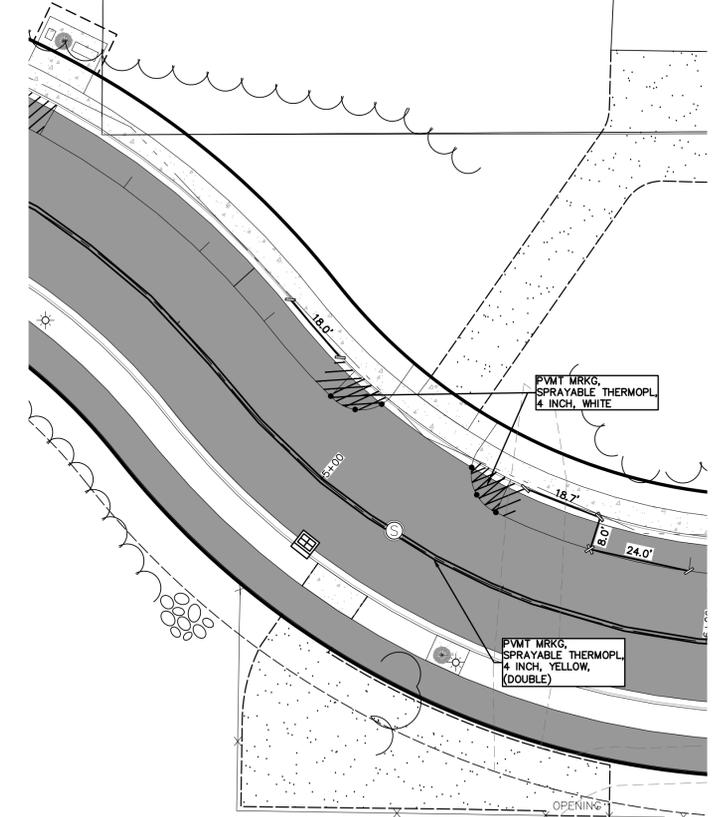
VK CIVIL Vriesman & Korhorn

FILE NO. 916
CHECKED DGL
Sheet No. 6 OF 7

8088 VINEYARD PARKWAY
BRONSON HEALTHCARE GROUP
09-23-101-055



ANY AND ALL MARKINGS ON PUBLIC ROADS TO BE MAINTAINED BY RCKC, NOT THE DDA.
NOTE: RCKC TO LAYOUT ALL SIGN AND PAVEMENT MARKINGS AND INSPECT APPLICATION/INSTALLATION. (ON PUBLIC ROADS ONLY)



INSTALL WITH CORES THROUGH THE CONCRETE AT LOCATIONS APPROVED BY ENGINEER PRIOR TO CORING.

1 R1-2
36"
TYPE IIIA
9 SQFT
12 FT 3#
POST

ADD VISI STRIP ON POST

2 R6-4
30"X24"
TYPE IIIA
5 SQFT
18 FT 3#
POST

3 R1-1
36"
TYPE IIIA
9 SQFT
20 FT 3#
POST

ADD VISI STRIP ON EACH POST

5 R2-1
24"X30"
TYPE IIIA
5 SQFT
12 FT 3#
POST

4 R4-7
18"X24"
TYPE IIIA
3 SQFT
12 FT 3#
POST

ALL PAVEMENT MARKINGS TO BE RECESSED ON PRIVATE ROAD ONLY.
NO RECESSED PAVEMENT MARKINGS FOR ANY MARKINGS IN 8TH STREET ROW.

DATE	REVISION	BY
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCKC COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCKC COMMENTS	CRZ
22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
DIMENSIONS & STRIPING

Vriesman & Korhorn
CIVIL

Byron Center, MI (616) 277-2185	FILE NO. 916
Kalamazoo, MI (269) 697-7120	CHECKED DGL
	Sheet No. 7 OF 7

Resolution No. 26 - _____

Resolution Authorizing Execution and Delivery of An IPA and Note

January 12, 2026

Page 5 of 7

EXHIBIT 2
(Bank Proposal)



ATTACHMENT A – BID FORM
Installment Purchase Agreement Financing – Longhorn Drive Project

Proposals Due: Friday, October 10 at 10:00 AM

Proposer Information

- Institution Name: MERCANTILE BANK
- Address: 310 LEONARD STREET NW, GRAND RAPIDS, MI 49504

Primary Point of Contact

- Name: CHARLES CHRISTMAS
- Title: EVP - CHIEF FINANCIAL OFFICER
- Phone: 616 726 1202 Email: CCHRISTMAS@MERCIBANK.COM

Financing Terms

Item	Proposed Terms – 7 Years	Proposed Terms – 10 Years	Proposed Terms – 12 Years	Proposed Terms – 15 Years
Principal Amount	\$ <u>900,000</u>	\$ <u>900,000</u>	\$ <u>NA</u>	\$ <u>NA</u>
Term (Years)	7 Years	10 Years	12 Years	15 Years
Interest Rate (Fixed)	<u>4.00</u> %	<u>4.25</u> %	<u>NA</u> %	<u>NA</u> %
Variable Rate Index (if applicable)	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
Spread / Margin (if applicable)	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
Rate Reset Frequency (if applicable)	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

Item	Proposed Terms – 7 Years	Proposed Terms – 10 Years	Proposed Terms – 12 Years	Proposed Terms – 15 Years
Caps / Floors (if applicable)	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
Rate Lock Period	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
Payment Frequency	<input checked="" type="checkbox"/> Annual <u>PRINCIPAL</u> <input checked="" type="checkbox"/> Semi-Annual <u>INTEREST</u> <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Annual <u>PRINCIPAL</u> <input checked="" type="checkbox"/> Semi-Annual <u>INTEREST</u> <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Other: _____
First Payment Due Date	<u>NEGOTIABLE</u>	<u>NEGOTIABLE</u>	<u>NA</u>	<u>NA</u>
Amortization Schedule Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Prepayment Terms

- Is prepayment without penalty allowed? Yes No
- If no, describe penalties or conditions: _____

Fees & Costs

Fee Type	Amount
Origination Fee	\$ <u>0</u>
Legal Fees	\$ <u>0</u>
Closing Costs	\$ <u>0</u>
Other (specify)	\$ <u>0</u>

Additional Requirements/Conditions

List any other conditions, covenants, or documentation requirements (attach separately if needed):

NA

Certification

The undersigned certifies that:

- The proposal contained herein is valid for a minimum of ninety (90) days from the due date.
- The information provided is true and correct to the best of their knowledge.



Mercantile Bank®

October 9, 2025

Ms. Emily Meinema
Treasurer
Charter Township of Texas
info@texastownship.org

Dear Ms. Meinema:

In association with our Bid Form for the Installment Purchase Agreement Financing – Longhorn Drive Project, listed below are Mercantile Bank’s suggested principal payment amortization schedule for the seven- and ten-year terms:

Seven Years

• November 1, 2026	\$125,000.00
• November 1, 2027	\$125,000.00
• November 1, 2028	\$125,000.00
• November 1, 2029	\$125,000.00
• November 1, 2030	\$125,000.00
• November 1, 2031	\$125,000.00
• November 1, 2032	<u>\$150,000.00</u>
○ Total	\$900,000.00

Ten Years

• November 1, 2026	\$ 90,000.00
• November 1, 2027	\$ 90,000.00
• November 1, 2028	\$ 90,000.00
• November 1, 2029	\$ 90,000.00
• November 1, 2030	\$ 90,000.00
• November 1, 2031	\$ 90,000.00
• November 1, 2032	\$ 90,000.00
• November 1, 2033	\$ 90,000.00
• November 1, 2034	\$ 90,000.00
• November 1, 2035	<u>\$ 90,000.00</u>
○ Total	\$900,000.00

Note that the payment dates of November 1st and the dollar amounts of each payment can be negotiated if desired. Please let me know if you need any additional information

Sincerely,



Chuck Christmas
EVP – Chief Financial Officer
Mercantile Bank
310 Leonard Street NW
Grand Rapids, MI 49504
(616) 726-1202
cchristmas@mercbank.com

Resolution No. 26 - _____

Resolution Authorizing Execution and Delivery of An IPA and Note

January 12, 2026

Page 6 of 7

EXHIBIT 3
(Installment Purchase Agreement)

CHARTER TOWNSHIP OF TEXAS

INSTALLMENT PURCHASE AGREEMENT (ACT 99, P.A. 1933)

This Installment Purchase Agreement (the "Agreement") is made by and between the Charter Township of Texas (the "Township"), a Michigan municipal corporation, whose address is 7227 West Q Avenue, Kalamazoo, Michigan 49009 and Mercantile Bank (the "Bank"), a state banking association, whose address is 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

WITNESSETH

WHEREAS, the Township intends to acquire and construct Longhorn Drive and related improvements (the "Property") for use by the Township for public purposes as more particularly described on the attached Exhibit 1; and

WHEREAS, the Township desires to pay for the Property in part by installments as authorized by Act 99 of the Public Acts of Michigan of 1933, as amended (referred to as "Act 99"); and

WHEREAS, the Bank is willing to provide a portion of the required funding that will enable the Township to acquire and construct the Property, to be repaid pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations and agreements in this Agreement, the parties agree as follows:

1. Definitions. The following terms, wherever used in this Agreement, shall have the following meanings, unless the context shall indicate another or different meaning:

"Act 99" means Act 99 of the Public Acts of Michigan of 1933, as amended.

"IPA" or "Agreement" means this Installment Purchase Agreement.

"Bank" means Mercantile Bank, a state banking association, 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

"Code" means the Internal Revenue Code of 1986, as amended. References to the Code shall also include applicable final or temporary regulations and proposed regulations thereunder and any successor provisions thereof.

"Installment Purchase Amount" means the amount borrowed from the Bank pursuant to this Agreement, excluding the payment of interest, in the amount of \$900,000.

“Interest Rate” means an interest rate of 4.25 per annum for ten years computed on the basis of a 30-day month and a 365-day year, assuming annual principal and semi-annual interest payment periods.

“Note” or "Installment Note" mean the note evidencing the Township's obligation to repay the Installment Purchase Amount with interest at the Interest Rate, substantially as set forth on Exhibit 2 attached hereto.

"Payment" means the payment of a principal and/or interest installment in accordance with the Note.

"Payment Date" means the date a Payment is due and payable in accordance with the Note. The first Payment Date shall be October 1, 2026, and subsequent Payment Dates shall be on each November 1st thereafter for a total of ten (10) years. Interest payments are due semi-annually on April 1st and October 1st of each year.

“Prepayment Amount” means the amount due after a scheduled payment is made in accordance with the Note.

“Property” means the Longhorn Drive project as more particularly described on the attached Exhibit 1, and financed in part by this Agreement.

“Purchase Agreement” means the contract for the acquisition and construction of the Property between the Township and a contractor (the “Contractor”), and related contracts, evidencing the obligation of the Township to acquire and construct the Property.

"Security Documents" means all security agreements, guaranties, mortgages, pledge agreements, assignments and all other agreements and instruments that the Township or any third party has given or in the future gives to the Bank relating to the debt evidenced by the Note. The Bank shall have all of the rights and powers set forth in the Security Documents and in any other written agreements that the Township has given or in the future gives to the Bank, as though they were fully set forth in the Note.

“State” means the State of Michigan.

“Township” means the Charter Township of Texas, of 7227 West Q Avenue, Kalamazoo, Michigan 49009.

2. Installment Payments. The Bank, upon execution of the Agreement, agrees to pay the Installment Purchase Amount to the Township in immediately available funds and the Township agrees to pay to the Bank the Payments of principal and interest on the Payment Dates in accordance with the Note, as set forth on Schedule 1 attached to the Note. In addition, the Township shall pay interest on the unpaid balance of the Installment Purchase Amount to the Bank as the assignee of the Purchase Agreement in accordance with Section 4 hereof, at the Interest Rate, from the date funds are disbursed by the Bank to the Township, computed on the

basis of a 30-day month and a 365-day year. The Note may be prepaid in whole or in part at any time without penalty.

3. Installment Purchase Amount. The Township agrees to purchase and the Contractor agrees to construct and sell the Property as provided in the Purchase Agreement. The Installment Purchase Amount is to be paid to the Contractor by the Township and funded by the Bank. The Township shall issue installment payments, as determined by the Purchase Agreement and related documents, and the Township may withhold a retainage amount for punchlist items and work still outstanding.

4. Assignment of Purchase Agreement Payments. To the extent necessary, the Township hereby consents to the assignment of a portion of its payment obligations under the Purchase Agreement and related documents from the Contractor to the Bank, and the Bank has executed and accepted the Assignment of the Purchase Agreement and related documents, except with respect to any and all work to be performed by Contractor, and all warranties, indemnifications, representations, and other obligations of the Contractor set forth in the Purchase Agreement, all of which shall remain the sole obligation and responsibility of the Contractor to the Township.

5. Nature of Interest. The Township and the Bank acknowledge that this transaction is authorized by Act 99, and acknowledge their intention that, because the Township's obligation hereunder is a purchase money obligation of a Michigan municipality, the Township's obligation is backed by its general obligation, limited tax, full faith and credit pledge. The interest to be paid to the Bank hereunder and under the Note shall be excludable from gross income for purposes of federal income tax. The Township shall provide the Bank with an opinion of its counsel, Foster, Swift, Collins & Smith, P.C., whose address is 1700 E. Beltline Avenue, N.E., Suite 200, Grand Rapids, Michigan 49525, in a form acceptable to the Bank.

6. Payments Unconditional.

- (a) The Township's obligation to the Bank to pay the Payments and any other amounts owed pursuant to the Note is absolute and unconditional and shall remain in full force and effect until the amounts owed under the Note shall have been paid, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation, any of the following:
 - i. Any failure of title with respect to the Township's interest in the Property;
 - ii. The invalidity, unenforceability or termination of this Agreement;
 - iii. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

- iv. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization arrangement, composition with creditors or readjustment or other similar proceedings affecting the Township or any of its assets or any allocation or contest of the validity of this Agreement or the Note, or the disaffirmance of this Agreement or the Note in any such proceeding;
- v. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Township from the performance or observation of any obligation, covenant or agreement contained in this Agreement or the Purchase Agreement;
- vi. The default or failure of the Contractor to perform fully any of its obligations set forth in its Purchase Agreement with the Township or any other agreement; or
- vii. Any casualty or destruction of the Property.

(b) The Township shall make the Payments when due and shall not withhold any Payments as a result of any disputes arising between the Township and the Contractor or any other person, nor shall the Township assert any right of set-off or counterclaim against its obligation to make the Payments or be entitled to any abatement of the Payments as a result of accident or unforeseen circumstances.

7. Title to the Property. Upon delivery to and acceptance by the Township, title to the Property shall vest in the Township, free and clear of any lien or other security interest.

8. Useful Life of the Property. The Township represents that the useful life of the Property is equal to or longer than the period ending on the scheduled date of the final Payment on the Note.

9. Security for Payment: Limited Tax, Full Faith and Credit. The Township agrees to include in its budget for each fiscal year during the term hereof an amount sufficient to pay when due the Payments coming due under this Agreement during such fiscal year.

10. No Security Interest in Property. The Bank shall have no security interest in the Property.

11. Term of Agreement. This Agreement shall terminate on the final Payment Date of the Note, or such earlier date that all amounts due to the Bank hereunder and under the Note are

paid in full by the Township.

12. Representations of the Township. The Township makes the following representations:

- (a) The Township is a Michigan municipal corporation duly organized and legally existing under the Constitution and laws of the state of Michigan.
- (b) The Township will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a Michigan municipal corporation.
- (c) The Township is authorized under the constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (d) This Agreement constitutes a legal, valid, binding and enforceable obligation of the Township in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (e) The Township's name indicated in the opening paragraph and on the signature page of the Agreement is its true, correct, and complete legal name.
- (f) During the term of this Agreement, the Property will be used by the Township only for the purpose of performing one or more governmental public functions of the Township consistent with the permissible scope of the Township's authority.
- (g) The Township will provide the Bank with such information regarding its financial affairs and condition as the Bank may reasonably request from time to time, including but not limited to the general fund budget, as adopted and amended for the current fiscal year; and audited financial statements prepared by a CPA within 150 days after the close of the Township's fiscal year, including a balance sheet, statement of revenue and expenditures and cash flow, and such other comments and financial details customarily seen in such reports.
- (h) Neither the making of the Payments under the Note nor any portion thereof is directly or indirectly (a) secured by any interest in (i) property used or to be used for a private business use within the meaning of Section 141(b) of the Code or (ii) payments in respect to such property, or (b) to be derived from payments (whether or not to the Township) in respect of property, or borrowed money, used or to be used for a private business use

within the meaning of Section 141(b).

- (i) The Township has designated the Payments under the Note to be “qualified tax-exempt obligations” for purposes of Section 265(b)(3)(B) of the Code.

13. Representations of the Bank. The Bank makes the following representations:

- (a) It has the legal capacity to execute this Agreement and to carry out its obligations and undertakings hereunder and the persons executing the Agreement on its behalf have been duly authorized to do so.
- (b) This Agreement is valid, binding and enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

14. Representations by Township. The Township has executed an Agreement and related documents which set forth and shall govern the payments to be made to Contractor from the Township as funded in part by the Installment Purchase Amount.

15. Event of Taxability. If an Event of Taxability occurs, as hereinafter defined, all outstanding payments of principal plus accrued and unpaid interest shall be due and payable by the Township, not later than 30 days following the Township's receipt of written notice from the Bank. An “Event of Taxability” means the issuance of a statutory Notice of Deficiency by the Internal Revenue Service or a ruling of the National Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, which hold in effect that, by reason of the Township's violation or failure to comply with any applicable provision of the Code, the payments of interest under the Note are includable in the gross income of the Bank for federal income tax purposes.

16. Disclaimer of Warranties by Bank. The Bank makes no warranty or representation, express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Property, or warranty with respect thereto. In no event shall the Bank be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Township's use of the Property.

17. Indemnification by Township. To the extent permitted by the laws and the constitution of the State, the Township shall protect, hold harmless and indemnify the Bank from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause, and expenses in connection therewith, including, without limitation, reasonable attorney fees and expenses arising out of the acquisition, use, operation, condition, purchase or delivery of the Property or any accident in connection with the operation, use, condition or possession of the Property resulting in damage to the Property or injury or death to any person.

This indemnification shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

18. Events of Default. The following shall be an “Event of Default” under this Agreement:

- (a) Failure by the Township to make the Payments at the times specified in the Note;
- (b) Failure of the Township to observe and perform any other covenant, condition or agreement on its part to be observed or performed, and continuation of such failure for a period of 30 days after written notice specifying such failure and requesting that it be remedied; provided, however, it shall not constitute an Event or Default if corrective action is instituted by the Township within such period and diligently pursued until corrected;
- (c) The Township admits in writing its inability to pay its debts generally as they become due;
- (d) The Township commences a proceeding under any federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed or unstayed for 60 days;
- (e) The Township makes an assignment for the benefit of creditors or provides for the entry into any agreement for the composition of creditors;
- (f) The Township applies for the appointment of a receiver, purchaser or liquidator for it or the whole or any substantial part of its property; or
- (g) The Township materially breaches any representation or warranty under this Agreement.

19. Remedies Upon Default. Whenever an Event of Default above shall occur and be continuing for twenty (20) days after written notice thereof from the Bank to the Township, the Bank may:

- (a) declare all of the unpaid principal and interest on the Note to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived; and
- (b) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

20. Assignment.

- (a) This Agreement and the Note, and the obligation of the Township to make the Payments hereunder, may be assigned by the Bank and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the Township.
- (b) The Bank agrees to give notice of assignment to the Township, and upon receipt of such notice the Township agrees to make all payments to the assignee, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement, the Note or otherwise) that the Township may from time to time have against the Bank, or the assignee.
- (c) The Bank's interest in this Agreement and the Note may not be assigned or reassigned in whole or in part unless:
 - i. the document by which such assignment or reassignment is made discloses the name and address of the assignee, and
 - ii. the Township receives written notification of the name and address of the assignee.
- (d) The Township hereby designates the Bank or its assignee as its agent to maintain a book entry system in conformance with Section 149(a) of the Code, consisting of a record of ownership that identifies the owner of any interest in the Agreement, which record may be examined by the Township at its request.
- (e) The right to payment of the amounts due hereunder and the Note may be transferred only through such book entry system.
- (f) Anything in the foregoing to the contrary notwithstanding, the Bank's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement.

21. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by registered or certified mail, return receipt requested, postage prepaid, by hand delivery, or by nationally recognized overnight delivery service, addressed as follows:

If to the Township:
Charter Township of Texas
7110 West Q Avenue
Kalamazoo, Michigan 49009
Attn: Superintendent

With a copy to:
FOSTER, SWIFT, COLLINS & SMITH, PC
1700 E. Beltline Avenue, N.E., Suite 200
Grand Rapids, Michigan 49525
Attn: Michael D. Homier, Esq.

If to the Bank:
Mercantile Bank
310 Leonard Street, N.W.
Grand Rapids, Michigan 49504
Attn: Chief Financial Officer

The parties may designate, by written notice, any further or different address to which subsequent notices, certificates or other communications may be sent.

22. Governing Law. This Agreement and the Note shall be construed in all respects in accordance with the laws of the State.

23. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Binding Effect. The covenants in this Agreement shall bind, and the benefits and advantages shall inure to, the parties and their successors and assigns.

25. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same in instrument.

26. Captions. The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent or any provisions or sections of the Agreement.

27. Entire Agreement. This Agreement and the Note constitute the entire agreement between the parties, and there are no representations, warranties, promises, guarantees or

agreements, oral or written, express or implied, between the parties with respect to the Agreement and the Note.

28. Amendments. Neither this Agreement nor the Note may be effectively amended, changed, modified, altered or terminated without the prior written consent of the Township and the Bank.

IN WITNESS WHEREOF, the Township and the Bank have caused this Agreement to be signed all as of the day and year first above written.

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[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

SPECIMEN

CHARTER TOWNSHIP OF TEXAS

By: _____
(Printed Name)

Its: _____

By: _____
(Printed Name)

Its: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[BANK'S SIGNATURE PAGE AND EXHIBITS TO FOLLOW]

SPECIMEN

MERCANTILE BANK

By: _____
(Printed Name)

Its: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[EXHIBITS TO FOLLOW]

SPECIMEN

EXHIBIT 1
(Property Description)

Longhorn Drive and Related Improvements

EXHIBIT 2
(Installment Note)

83393:00033:202116645-1

EXHIBIT 4

(Installment Note)

CHARTER TOWNSHIP OF TEXAS

INSTALLMENT NOTE

Principal Amount: \$900,000
Interest Rate: 4.25%
Issue Date: _____, 2026
Maturity Date: November 1, 2035
Tax ID No.: 38-1812304

The Charter Township of Texas (the "Township"), a Michigan municipal corporation, of 7227 West Q Avenue, Kalamazoo, Michigan 49009, hereby acknowledges itself indebted and for value received promises to pay to Mercantile Bank (the "Bank"), a state banking association, of 310 Leonard Street, N.W., Grand Rapids, Michigan 49504, or its assigns, the principal sum of Nine Hundred Thousand Dollars (\$900,000), together with interest thereon at the rate of 4.25% per annum from the date hereof. All Payments shall be made on the Payment Dates set forth on Schedule 1 attached hereto and made a part hereof. Payments on this Note are payable in lawful money of the United States of America at the offices of Mercantile Bank, 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

Interest on this Note shall be calculated on the basis of a 30-day month and a 365-day year and is due semi-annually in arrears. The principal and interest on this Note may be prepaid in whole or in part at any time without penalty.

If an Event of Taxability shall occur, as defined in the Installment Purchase Agreement Bank (the "IPA") dated as of _____, 2026, by and between the Township and the Bank, then not later than 30 days following receipt from the Bank of written notice that an Event of Taxability has occurred, the Township shall pay to the Bank all outstanding principal and interest accrued to the date of payment thereof. Defined terms in the IPA have the same meanings as in this Note. If any installment of principal or interest is not paid when due, then the Township shall immediately pay to the holder of this Note a late charge in an amount equal to five percent (5%) of each installment which is received by the Bank more than ten (10) days after the due date. This is in addition to the Bank's other rights and remedies for default in payment of an installment of interest or principal when due.

Each of the following shall be an event of default under this Note: (a) If default occurs in the payment of any installment of principal or interest hereunder or of any late charge, out-of-pocket expense, or loan processing fee at any time owing to Bank or any affiliate Bank under this Note or if there occurs any other event of default under the IPA or any other loan agreement or other document between Bank and the Township; (b) if any warranty or representation made to Bank or any affiliate of Bank by the Township in this Note, in the IPA or in any financial statement, loan application or other document given to Bank, shall have been false in any material respect;

(c) if the Township shall dissolve, become insolvent, or make an assignment for the benefit of creditors; (d) if any levy, writ of attachment, garnishment, execution or similar process shall be issued against or placed upon any property of the Township. Upon the occurrence of any event of default, all or any part of the indebtedness evidenced hereby and all or any part of all other indebtedness and obligations then owing by the Township to Bank or any affiliate or assign of Bank shall, at the option of Bank or any affiliate or assign of Bank, become immediately due and payable without notice or demand. If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against the Township, or if any attachment, garnishment, execution, levy or similar process shall at any time be placed upon any deposit account at any time maintained with Bank by the Township, then all such indebtedness and obligations shall automatically become immediately due and payable. All or any part of the indebtedness evidenced hereby also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any loan agreement, Security Documents or other agreement heretofore or hereafter entered into between the Township and Bank or any affiliate or assign of Bank.

Bank shall have the right at any time to set off any indebtedness that Bank then owes to the Township (including any deposit account) against any indebtedness evidenced by this Note that is then due and payable, provided that the Township is in default hereunder.

This Note was authorized to be issued as part of an installment purchase agreement in accordance with the provisions of Act No. 99 of the Michigan Public Acts of 1933, as amended, which provides a means by which the Township may enter into agreements for the purchase of land, property or equipment for public purposes, to be paid for in installments. The obligation of the Township to make the principal and interest payments under this Note is a general obligation of the Township, and the Township has pledged its limited tax, full faith and credit, general obligation to the payment of principal and interest on this Note, as and when due, subject to charter, constitutional and statutory limitations.

This Note is subject to prepayment in whole or in part before the Maturity Date without penalty.

The Township has designated the Payments under this Note to be qualified tax-exempt obligations for the purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

All acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Note, existed, happened and have been performed in the time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the amount of this Note, together with all other indebtedness of the Township, does not exceed any constitutional, charter or statutory limitations.

The holder of this Note shall have all rights and remedies provided under the laws of the State of Michigan and under any agreement of the Township with Bank. The Township shall reimburse the holder of this Note for any and all expenses, including reasonable attorney fees and legal expenses, that the holder pays or incurs in protecting and enforcing the rights of and obligations to the holder under any provision of this Note.

A delay by the holder of this Note in the exercise of any right or remedy shall not be considered a waiver of it. A single or partial exercise by the holder of any right or remedy shall not preclude any other or future exercise of it or the exercise of any other right or remedy. A waiver by the holder of any default or of any provision of this Note shall not be effective unless it is in writing and signed by the holder. A waiver of any right or remedy on one occasion shall not be a waiver of that right or remedy on any future occasion.

The Township waives demand for payment, presentment, notice of dishonor and protest of this Note and waives all defenses based on suretyship or impairment of collateral. The Township also consents to any extension or postponement of time of payment of this Note, to any substitution, exchange or release of all or any part of any security given to secure it, to the addition of any party to it and to the release, discharge, waiver, modification or suspension of any rights or remedies against any person liable for the indebtedness that this Note evidences.

This Note shall be governed by and interpreted according to the laws of the State of Michigan, without giving effect to conflict of laws rules.

IN WITNESS WHEREOF, the Board of Trustees of the Charter Township of Texas has caused this Note to be signed in its name by its Supervisor and Clerk.

CHARTER TOWNSHIP OF TEXAS

By: _____
(Printed Name)

Its: _____

By: _____
(Printed Name)

Its: _____

SCHEDULE 1

Activity	Date	Payments		Balance
		Principal	Interest	
Beginning Balance	11/20/25			\$900,000.00
Interest Payment	04/01/26	\$0.00	\$13,812.50	\$900,000.00
Principal Payment	10/01/26	\$90,000.00	\$0.00	\$810,000.00
Interest Payment	10/01/26	\$0.00	\$19,125.00	\$810,000.00
Interest Payment	04/01/27	\$0.00	\$17,212.50	\$810,000.00
Principal Payment	10/01/27	\$90,000.00	\$0.00	\$720,000.00
Interest Payment	10/01/27	\$0.00	\$17,212.50	\$720,000.00
Interest Payment	04/01/28	\$0.00	\$15,300.00	\$720,000.00
Principal Payment	10/01/28	\$90,000.00	\$0.00	\$630,000.00
Interest Payment	10/01/28	\$0.00	\$15,300.00	\$630,000.00
Interest Payment	04/01/29	\$0.00	\$13,387.50	\$630,000.00
Principal Payment	10/01/29	\$90,000.00	\$0.00	\$540,000.00
Interest Payment	10/01/29	\$0.00	\$13,387.50	\$540,000.00
Interest Payment	04/01/30	\$0.00	\$11,475.00	\$540,000.00
Principal Payment	10/01/30	\$90,000.00	\$0.00	\$450,000.00
Interest Payment	10/01/30	\$0.00	\$11,475.00	\$450,000.00
Interest Payment	04/01/31	\$0.00	\$9,562.50	\$450,000.00
Principal Payment	10/01/31	\$90,000.00	\$0.00	\$360,000.00
Interest Payment	10/01/31	\$0.00	\$9,562.50	\$360,000.00
Interest Payment	04/01/32	\$0.00	\$7,650.00	\$360,000.00
Principal Payment	10/01/32	\$90,000.00	\$0.00	\$270,000.00
Interest Payment	10/01/32	\$0.00	\$7,650.00	\$270,000.00
Interest Payment	04/01/33	\$0.00	\$5,737.50	\$270,000.00
Principal Payment	10/01/33	\$90,000.00	\$0.00	\$180,000.00
Interest Payment	10/01/33	\$0.00	\$5,737.50	\$180,000.00
Interest Payment	04/01/34	\$0.00	\$3,825.00	\$180,000.00
Principal Payment	10/01/34	\$90,000.00	\$0.00	\$90,000.00
Interest Payment	10/01/34	\$0.00	\$3,825.00	\$90,000.00

Activity	Date	Payments		Balance
		Principal	Interest	
Interest Payment	04/01/35	\$0.00	\$1,912.50	\$90,000.00
Principal Payment	10/01/35	\$90,000.00	\$0.00	\$0.00
Interest Payment	10/01/35	\$0.00	\$1,912.50	\$0.00
Total Payments		\$900,000.00	\$205,062.50	

83393:00033:202116719-2

SPECIMEN

CHARTER TOWNSHIP OF TEXAS
INSTALLMENT PURCHASE AGREEMENT
(ACT 99, P.A. 1933)

This Installment Purchase Agreement (the "Agreement") is made by and between the Charter Township of Texas (the "Township"), a Michigan municipal corporation, whose address is 7227 West Q Avenue, Kalamazoo, Michigan 49009 and Mercantile Bank (the "Bank"), a state banking association, whose address is 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

WITNESSETH

WHEREAS, the Township intends to acquire and construct Longhorn Drive and related improvements (the "Property") for use by the Township for public purposes as more particularly described on the attached Exhibit 1; and

WHEREAS, the Township desires to pay for the Property in part by installments as authorized by Act 99 of the Public Acts of Michigan of 1933, as amended (referred to as "Act 99"); and

WHEREAS, the Bank is willing to provide a portion of the required funding that will enable the Township to acquire and construct the Property, to be repaid pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations and agreements in this Agreement, the parties agree as follows:

1. Definitions. The following terms, wherever used in this Agreement, shall have the following meanings, unless the context shall indicate another or different meaning:

"Act 99" means Act 99 of the Public Acts of Michigan of 1933, as amended.

"IPA" or "Agreement" means this Installment Purchase Agreement.

"Bank" means Mercantile Bank, a state banking association, 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

"Code" means the Internal Revenue Code of 1986, as amended. References to the Code shall also include applicable final or temporary regulations and proposed regulations thereunder and any successor provisions thereof.

"Installment Purchase Amount" means the amount borrowed from the Bank pursuant to this Agreement, excluding the payment of interest, in the amount of \$900,000.

“Interest Rate” means an interest rate of 4.25 per annum for ten years computed on the basis of a 30-day month and a 365-day year, assuming annual principal and semi-annual interest payment periods.

“Note” or "Installment Note" mean the note evidencing the Township's obligation to repay the Installment Purchase Amount with interest at the Interest Rate, substantially as set forth on Exhibit 2 attached hereto.

"Payment” means the payment of a principal and/or interest installment in accordance with the Note.

"Payment Date” means the date a Payment is due and payable in accordance with the Note. The first Payment Date shall be October 1, 2026, and subsequent Payment Dates shall be on each November 1st thereafter for a total of ten (10) years. Interest payments are due semi-annually on April 1st and October 1st of each year.

“Prepayment Amount” means the amount due after a scheduled payment is made in accordance with the Note.

“Property” means the Longhorn Drive project as more particularly described on the attached Exhibit 1, and financed in part by this Agreement.

“Purchase Agreement” means the contract for the acquisition and construction of the Property between the Township and a contractor (the “Contractor”), and related contracts, evidencing the obligation of the Township to acquire and construct the Property.

"Security Documents" means all security agreements, guaranties, mortgages, pledge agreements, assignments and all other agreements and instruments that the Township or any third party has given or in the future gives to the Bank relating to the debt evidenced by the Note. The Bank shall have all of the rights and powers set forth in the Security Documents and in any other written agreements that the Township has given or in the future gives to the Bank, as though they were fully set forth in the Note.

“State” means the State of Michigan.

“Township” means the Charter Township of Texas, of 7227 West Q Avenue, Kalamazoo, Michigan 49009.

2. Installment Payments. The Bank, upon execution of the Agreement, agrees to pay the Installment Purchase Amount to the Township in immediately available funds and the Township agrees to pay to the Bank the Payments of principal and interest on the Payment Dates in accordance with the Note, as set forth on Schedule 1 attached to the Note. In addition, the Township shall pay interest on the unpaid balance of the Installment Purchase Amount to the Bank as the assignee of the Purchase Agreement in accordance with Section 4 hereof, at the Interest Rate, from the date funds are disbursed by the Bank to the Township, computed on the

basis of a 30-day month and a 365-day year. The Note may be prepaid in whole or in part at any time without penalty.

3. Installment Purchase Amount. The Township agrees to purchase and the Contractor agrees to construct and sell the Property as provided in the Purchase Agreement. The Installment Purchase Amount is to be paid to the Contractor by the Township and funded by the Bank. The Township shall issue installment payments, as determined by the Purchase Agreement and related documents, and the Township may withhold a retainage amount for punchlist items and work still outstanding.

4. Assignment of Purchase Agreement Payments. To the extent necessary, the Township hereby consents to the assignment of a portion of its payment obligations under the Purchase Agreement and related documents from the Contractor to the Bank, and the Bank has executed and accepted the Assignment of the Purchase Agreement and related documents, except with respect to any and all work to be performed by Contractor, and all warranties, indemnifications, representations, and other obligations of the Contractor set forth in the Purchase Agreement, all of which shall remain the sole obligation and responsibility of the Contractor to the Township.

5. Nature of Interest. The Township and the Bank acknowledge that this transaction is authorized by Act 99, and acknowledge their intention that, because the Township's obligation hereunder is a purchase money obligation of a Michigan municipality, the Township's obligation is backed by its general obligation, limited tax, full faith and credit pledge. The interest to be paid to the Bank hereunder and under the Note shall be excludable from gross income for purposes of federal income tax. The Township shall provide the Bank with an opinion of its counsel, Foster, Swift, Collins & Smith, P.C., whose address is 1700 E. Beltline Avenue, N.E., Suite 200, Grand Rapids, Michigan 49525, in a form acceptable to the Bank.

6. Payments Unconditional.

- (a) The Township's obligation to the Bank to pay the Payments and any other amounts owed pursuant to the Note is absolute and unconditional and shall remain in full force and effect until the amounts owed under the Note shall have been paid, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation, any of the following:
 - i. Any failure of title with respect to the Township's interest in the Property;
 - ii. The invalidity, unenforceability or termination of this Agreement;
 - iii. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

- iv. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization arrangement, composition with creditors or readjustment or other similar proceedings affecting the Township or any of its assets or any allocation or contest of the validity of this Agreement or the Note, or the disaffirmance of this Agreement or the Note in any such proceeding;
- v. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Township from the performance or observation of any obligation, covenant or agreement contained in this Agreement or the Purchase Agreement;
- vi. The default or failure of the Contractor to perform fully any of its obligations set forth in its Purchase Agreement with the Township or any other agreement; or
- vii. Any casualty or destruction of the Property.

(b) The Township shall make the Payments when due and shall not withhold any Payments as a result of any disputes arising between the Township and the Contractor or any other person, nor shall the Township assert any right of set-off or counterclaim against its obligation to make the Payments or be entitled to any abatement of the Payments as a result of accident or unforeseen circumstances.

7. Title to the Property. Upon delivery to and acceptance by the Township, title to the Property shall vest in the Township, free and clear of any lien or other security interest.

8. Useful Life of the Property. The Township represents that the useful life of the Property is equal to or longer than the period ending on the scheduled date of the final Payment on the Note.

9. Security for Payment: Limited Tax, Full Faith and Credit. The Township agrees to include in its budget for each fiscal year during the term hereof an amount sufficient to pay when due the Payments coming due under this Agreement during such fiscal year.

10. No Security Interest in Property. The Bank shall have no security interest in the Property.

11. Term of Agreement. This Agreement shall terminate on the final Payment Date of the Note, or such earlier date that all amounts due to the Bank hereunder and under the Note are

paid in full by the Township.

12. Representations of the Township. The Township makes the following representations:

- (a) The Township is a Michigan municipal corporation duly organized and legally existing under the Constitution and laws of the state of Michigan.
- (b) The Township will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a Michigan municipal corporation.
- (c) The Township is authorized under the constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (d) This Agreement constitutes a legal, valid, binding and enforceable obligation of the Township in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (e) The Township's name indicated in the opening paragraph and on the signature page of the Agreement is its true, correct, and complete legal name.
- (f) During the term of this Agreement, the Property will be used by the Township only for the purpose of performing one or more governmental public functions of the Township consistent with the permissible scope of the Township's authority.
- (g) The Township will provide the Bank with such information regarding its financial affairs and condition as the Bank may reasonably request from time to time, including but not limited to the general fund budget, as adopted and amended for the current fiscal year; and audited financial statements prepared by a CPA within 150 days after the close of the Township's fiscal year, including a balance sheet, statement of revenue and expenditures and cash flow, and such other comments and financial details customarily seen in such reports.
- (h) Neither the making of the Payments under the Note nor any portion thereof is directly or indirectly (a) secured by any interest in (i) property used or to be used for a private business use within the meaning of Section 141(b) of the Code or (ii) payments in respect to such property, or (b) to be derived from payments (whether or not to the Township) in respect of property, or borrowed money, used or to be used for a private business use

within the meaning of Section 141(b).

- (i) The Township has designated the Payments under the Note to be “qualified tax-exempt obligations” for purposes of Section 265(b)(3)(B) of the Code.

13. Representations of the Bank. The Bank makes the following representations:

- (a) It has the legal capacity to execute this Agreement and to carry out its obligations and undertakings hereunder and the persons executing the Agreement on its behalf have been duly authorized to do so.
- (b) This Agreement is valid, binding and enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

14. Representations by Township. The Township has executed an Agreement and related documents which set forth and shall govern the payments to be made to Contractor from the Township as funded in part by the Installment Purchase Amount.

15. Event of Taxability. If an Event of Taxability occurs, as hereinafter defined, all outstanding payments of principal plus accrued and unpaid interest shall be due and payable by the Township, not later than 30 days following the Township's receipt of written notice from the Bank. An “Event of Taxability” means the issuance of a statutory Notice of Deficiency by the Internal Revenue Service or a ruling of the National Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, which hold in effect that, by reason of the Township's violation or failure to comply with any applicable provision of the Code, the payments of interest under the Note are includable in the gross income of the Bank for federal income tax purposes.

16. Disclaimer of Warranties by Bank. The Bank makes no warranty or representation, express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Property, or warranty with respect thereto. In no event shall the Bank be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Township's use of the Property.

17. Indemnification by Township. To the extent permitted by the laws and the constitution of the State, the Township shall protect, hold harmless and indemnify the Bank from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause, and expenses in connection therewith, including, without limitation, reasonable attorney fees and expenses arising out of the acquisition, use, operation, condition, purchase or delivery of the Property or any accident in connection with the operation, use, condition or possession of the Property resulting in damage to the Property or injury or death to any person.

This indemnification shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

18. Events of Default. The following shall be an “Event of Default” under this Agreement:

- (a) Failure by the Township to make the Payments at the times specified in the Note;
- (b) Failure of the Township to observe and perform any other covenant, condition or agreement on its part to be observed or performed, and continuation of such failure for a period of 30 days after written notice specifying such failure and requesting that it be remedied; provided, however, it shall not constitute an Event or Default if corrective action is instituted by the Township within such period and diligently pursued until corrected;
- (c) The Township admits in writing its inability to pay its debts generally as they become due;
- (d) The Township commences a proceeding under any federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed or unstayed for 60 days;
- (e) The Township makes an assignment for the benefit of creditors or provides for the entry into any agreement for the composition of creditors;
- (f) The Township applies for the appointment of a receiver, purchaser or liquidator for it or the whole or any substantial part of its property; or
- (g) The Township materially breaches any representation or warranty under this Agreement.

19. Remedies Upon Default. Whenever an Event of Default above shall occur and be continuing for twenty (20) days after written notice thereof from the Bank to the Township, the Bank may:

- (a) declare all of the unpaid principal and interest on the Note to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived; and
- (b) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

20. Assignment.

- (a) This Agreement and the Note, and the obligation of the Township to make the Payments hereunder, may be assigned by the Bank and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the Township.
- (b) The Bank agrees to give notice of assignment to the Township, and upon receipt of such notice the Township agrees to make all payments to the assignee, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement, the Note or otherwise) that the Township may from time to time have against the Bank, or the assignee.
- (c) The Bank's interest in this Agreement and the Note may not be assigned or reassigned in whole or in part unless:
 - i. the document by which such assignment or reassignment is made discloses the name and address of the assignee, and
 - ii. the Township receives written notification of the name and address of the assignee.
- (d) The Township hereby designates the Bank or its assignee as its agent to maintain a book entry system in conformance with Section 149(a) of the Code, consisting of a record of ownership that identifies the owner of any interest in the Agreement, which record may be examined by the Township at its request.
- (e) The right to payment of the amounts due hereunder and the Note may be transferred only through such book entry system.
- (f) Anything in the foregoing to the contrary notwithstanding, the Bank's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement.

21. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by registered or certified mail, return receipt requested, postage prepaid, by hand delivery, or by nationally recognized overnight delivery service, addressed as follows:

If to the Township:
Charter Township of Texas
7110 West Q Avenue
Kalamazoo, Michigan 49009
Attn: Superintendent

With a copy to:
FOSTER, SWIFT, COLLINS & SMITH, PC
1700 E. Beltline Avenue, N.E., Suite 200
Grand Rapids, Michigan 49525
Attn: Michael D. Homier, Esq.

If to the Bank:
Mercantile Bank
310 Leonard Street, N.W.
Grand Rapids, Michigan 49504
Attn: Chief Financial Officer

The parties may designate, by written notice, any further or different address to which subsequent notices, certificates or other communications may be sent.

22. Governing Law. This Agreement and the Note shall be construed in all respects in accordance with the laws of the State.

23. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Binding Effect. The covenants in this Agreement shall bind, and the benefits and advantages shall inure to, the parties and their successors and assigns.

25. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same in instrument.

26. Captions. The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent or any provisions or sections of the Agreement.

27. Entire Agreement. This Agreement and the Note constitute the entire agreement between the parties, and there are no representations, warranties, promises, guarantees or

agreements, oral or written, express or implied, between the parties with respect to the Agreement and the Note.

28. Amendments. Neither this Agreement nor the Note may be effectively amended, changed, modified, altered or terminated without the prior written consent of the Township and the Bank.

IN WITNESS WHEREOF, the Township and the Bank have caused this Agreement to be signed all as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

CHARTER TOWNSHIP OF TEXAS

By: _____
(Printed Name)

Its: _____

By: _____
(Printed Name)

Its: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[BANK'S SIGNATURE PAGE AND EXHIBITS TO FOLLOW]

MERCANTILE BANK

By: _____
(Printed Name)

Its: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[EXHIBITS TO FOLLOW]

EXHIBIT 1
(Property Description)

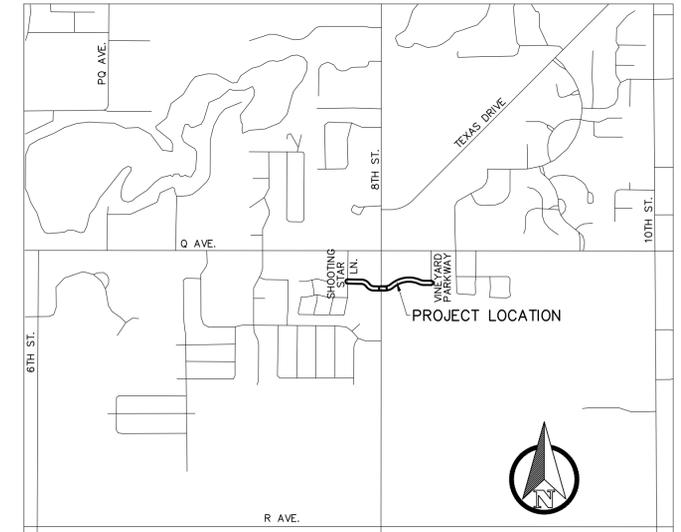
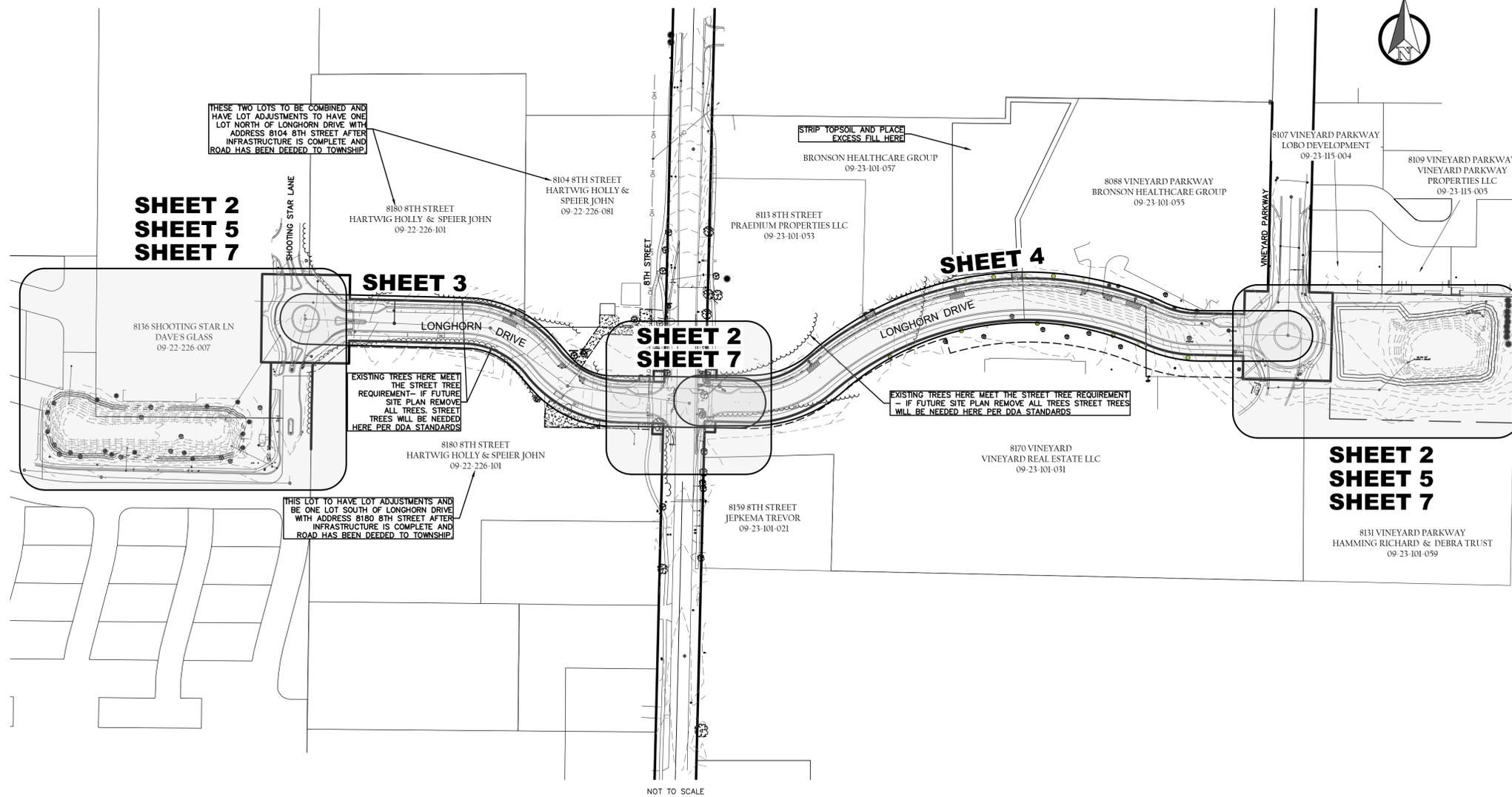
Longhorn Drive and Related Improvements

CHARTER TOWNSHIP OF TEXAS

KALAMAZOO COUNTY, MICHIGAN

LONGHORN DRIVE

(TOWNSHIP-OWNED - NON-CERTIFIED PUBLIC ROAD)



PLAN INDEX

SHEET No.	DESCRIPTION
1 OF 7	TITLE SHEET
2 OF 7	DEMO PLAN
3 OF 7	PLAN AND PROFILE
4 OF 7	PLAN AND PROFILE
5 OF 7	WEST AND EAST ROUNDABOUT AND PONDS
6 OF 7	TYPICAL SECTIONS
7 OF 7	PAVEMENT MARKINGS & SIGNAGE

UTILITY	ENTITY	NAME	NUMBER
WATER	TEXAS TOWNSHIP	BROOKE HOVENKAMP	269-375-1591
SEWER	TEXAS TOWNSHIP	BROOKE HOVENKAMP	269-375-1591
GAS	CONSUMERS ENERGY	KYLE OAK	269-337-2366
ELECTRIC	CONSUMERS ENERGY	KYLE OAK	269-337-2366
TELEPHONE	AT&T	CARRIE DEMOTT	269-384-4472



DESIGN ENGINEER
VK CIVIL
DAN LEWIS, P.E.
269-697-7120
DAN@VKCIVIL.COM



Know what's below.
Call before you dig.
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

DATE	REVISION	BY
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCKC COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCKC COMMENTS	CRZ
22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
TITLE SHEET



Byron Center, MI
(616) 277-2185
Kalamazoo, MI
(269) 697-7120

FILE NO. 916
CHECKED DGL
Sheet No. 1 OF 7

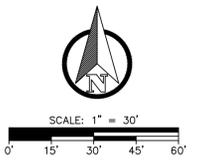
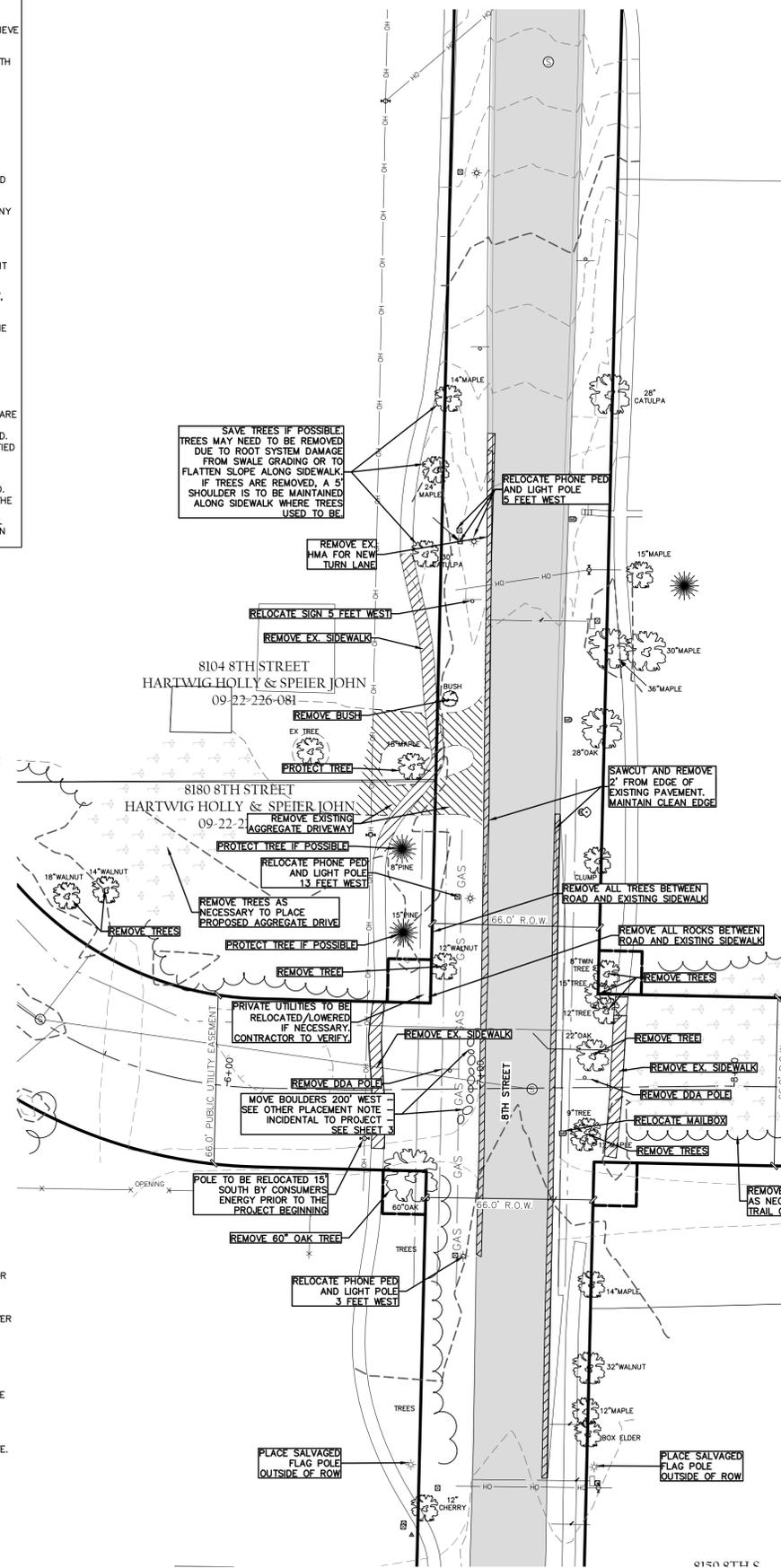
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- GRADING PLAN NOTES:**
- SOILS EXPOSED IN THE BASE OF ALL SATISFACTORY FOUNDATION EXCAVATIONS SHOULD BE PROTECTED AGAINST ANY DETRIMENTAL CHANGES IN CONDITION SUCH AS FROM DISTURBANCE, RAIN AND FREEZING. SURFACE RUN-OFF WATER SHOULD BE DRAINED AWAY FROM THE EXCAVATION AND NOT ALLOWED TO POND. IF POSSIBLE, ALL FOOTING CONCRETE SHOULD BE POURED THE SAME DAY THE EXCAVATION IS MADE. IF THIS IS NOT PRACTICAL, THE FOOTING EXCAVATIONS SHOULD BE ADEQUATELY PROTECTED.
 - REMOVE ALL SUBGRADE MATERIAL THAT MAY BE SOFTENED BY RAINS, FREEZING, OR CONSTRUCTION TRAFFIC, ETC. AND REPLACE WITH COMPACTED GRANULAR FILL.
 - ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH MDOT-MDEQ. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "SOIL EROSION PERMIT" FROM THE COUNTY AND A "PERMIT BY RULE/NOTICE OF COVERAGE" FROM EGLE IF APPLICABLE, PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS IF THE COUNTY "SOIL EROSION PERMIT" AND FOR ALL CERTIFIED STORM WATER INSPECTION SERVICE REQUESTED BY THE "PERMIT BY RULE." EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
 - AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE COVER AREAS ACT AS SEDIMENT FILTERS.
 - ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.
 - GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSE WHERE AS DIRECTED BY THE ENGINEER. SEEDING AND/OR SODDING SHALL BE INSTALLED ON CREEK BANKS IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION.
 - CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ONTO ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY IS OCCURS.
 - ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 20 DAYS OR LONGER MUST BE SEEDDED TO ESTABLISH VEGETATION FOR TEMPORARY STABILIZATION. BASINS TO BE SEEDDED AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.
 - ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING.
 - ALL NON PAVED AREAS TO BE TOPSOILED (6" MIN.) & SEEDDED.
 - VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNUSABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION.
 - DUST CONTROL: THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL ORDINANCES OF THE TOWNSHIP, COUNTY, MDEQ OR ANY OTHER GOVERNMENT AGENCY.
 - IF MUD, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY OR AS REQUIRED DURING THE WORK DAY.
 - STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE SOIL EROSIONS AND SEDIMENT CONTROL PERMIT.
 - PLACE TEMPORARY EROSION CONTROL MEASURES PRIOR TO EARTH MOVING ACTIVITIES.
 - MULCH BLANKETS SHALL BE PLACED, STAPLED, AND OVERLAPPED ON ALL SLOPES THAT ARE 1 ON 3 OR GREATER AFTER.
 - CONTRACTOR TO INSTALL SILT SACK IN ALL CATCH BASINS ONCE THEY ARE CONSTRUCTED.
 - ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY A CERTIFIED STORM WATER OPERATOR AND MAINTAINED BY CONTRACTOR EVERY 7 DAYS AND AFTER EVERY SIGNIFICANT RAIN EVENT IN ACCORDANCE WITH NPDES PERMIT BY RULE REQUIREMENTS IF APPLICABLE.
 - EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED.
 - BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAWING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.

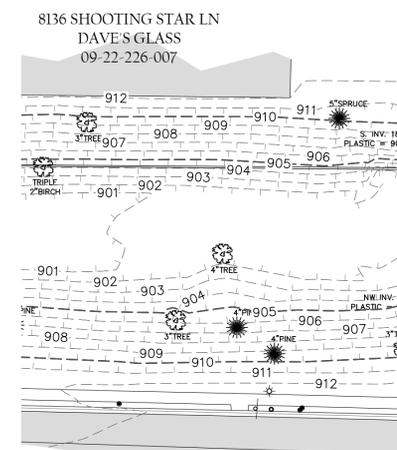
- SITE LAYOUT NOTES:**
- ALL WORK SHALL BE DONE TO ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS.
 - ALL WORK WITHIN ROW SHALL BE DONE IN ACCORDANCE WITH LOCAL ROADWAY JURISDICTION REQUIREMENTS.
 - CONTRACTOR SHALL RESTORE ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE, AND OTHER INFRASTRUCTURE DISTURBED OR DAMAGED DUE TO CONSTRUCTION ACTIVITIES TO MATCH EXISTING CONDITIONS.
 - ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY OWNER.
 - THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED OR AS SHOWN. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL JOINTS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR AT NO ADDITIONAL COST.
 - CONTRACTOR SHALL CONTACT MISS DIG THREE WORKING DAYS BEFORE YOU DIG. CALL MISS DIG AT 1-800-482-7171 OR 911.
 - ALL WORK SHALL BE DONE TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE AND THE AMERICANS WITH DISABILITIES ACT.
 - CONTRACTOR SHALL ENSURE ALL ADA RAMP AND ACCESS MEET CURRENT ADA STANDARDS. IF IT IS DISCOVERED THAT ANY ITEMS WILL NOT MEET ADA STANDARDS IT SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.
 - ALL SIGNAGE SHALL BE PER RCKC AND MMUTCD STANDARDS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, DEMOLITION PERMITS, TAX FEES, ASSESSMENTS, UTILITY PERMITS, ROW PERMITS, BONDS, INSURANCE, OR OTHER FEES ASSOCIATED WITH CONSTRUCTION.
 - SITE CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF A MINIMUM 4000 PSI AND SHALL HAVE LIMESTONE AGGREGATE AND SHALL HAVE A 5.5-8% AIR ENTRAINMENT WITH A BROOM FINISH.
 - INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE CONCRETE ABUTS HMA PAVEMENT.
 - CONTRACTOR SHALL REVIEW THE GEOTECHNICAL AND ENVIRONMENTAL REPORTS FOR THE SITE AND INCORPORATE INTO THEIR CONSTRUCTION MEANS AND METHODS.
 - THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD SURVEY LAYOUT. DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
 - THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRICADES, FLAGMEN, ETC. AS REQUIRED TO PERFORM THE WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.
 - THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY MARKERS AND BENCHMARKS.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES, AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROLS SHALL BE COORDINATED WITH THE LOCAL POLICE DEPARTMENT AND MUNICIPALITY.
 - PRIOR TO CONSTRUCTION OR GRADING A PROTECTIVE BARRIER, FENCE, POST, AND SIGNS CLEARLY INDICATING LIMITS OF DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS.
 - NO PARKING CONTRACTOR OR SUBCONTRACTORS SHALL BE ALLOWED ON PUBLIC STREETS WITHOUT PRIOR APPROVAL.
 - NO BUILDING MATERIAL, EQUIPMENT, VEHICLES, OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE OF THE LIMITS OF DISTURBANCE.
 - CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST COMPLY WITH LOCAL MUNICIPAL ORDINANCES.

- UTILITY PLAN NOTES:**
- CONTRACTOR SHALL CONTACT PRIVATE AND PUBLIC UTILITY COMPANIES IF ANY COORDINATION IS NEEDED BETWEEN PROPOSED WORK AND EXISTING UTILITIES.
 - UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITY INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION, AND CONDITION.
 - ALL WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL WATER UTILITY STANDARDS AND EGLE STANDARDS.
 - ALL 6" UNDERDRAIN TO BE CORRUGATED PLASTIC PIPE WITH SOCK, ADS N-12 OR APPROVED EQUAL.
 - ALL STORM SEWER SHALL BE SMOOTH LINED CORRUGATED PLASTIC PIPE (ADS N-12 OR EQUAL), UNLESS OTHERWISE LABELED ON THE PLANS.
 - ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED.
 - ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
 - CATCH BASINS WITHIN CONCRETE HEAD CURB SHALL HAVE EJ 7045 CASTINGS.
 - CATCH BASINS WITHIN BIT VALLEY CURB SHALL HAVE EJ 7065 CASTINGS WITH M1 GRATE.
 - CATCH BASINS WITHIN PAVED AREAS SHALL HAVE EJ 1020M1 RADIAL FLATE GRATE CASTINGS.
 - STORM SEWER MANHOLES SHALL HAVE EJ 1020 CASTINGS WITH SOILD COVERS.
 - STORM SEWER YARD DRAINS SHALL HAVE EJ 6508 CASTINGS.
 - ROOF DRAINS SHALL BE PVC SCH-40.
 - CONTRACTOR IS TO UNCOVER AND VERIFY ALL TOP LOCATIONS AND INVERTS. LOCATION AND INVERT DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION PRIOR TO COMMENCING WORK.
 - SANITARY AND STORM STRUCTURES SHALL BE PRECAST AND HAVE A MAXIMUM OF 2 ADJUSTING RINGS FOR FINISH GRADE ADJUSTMENT.
 - THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.

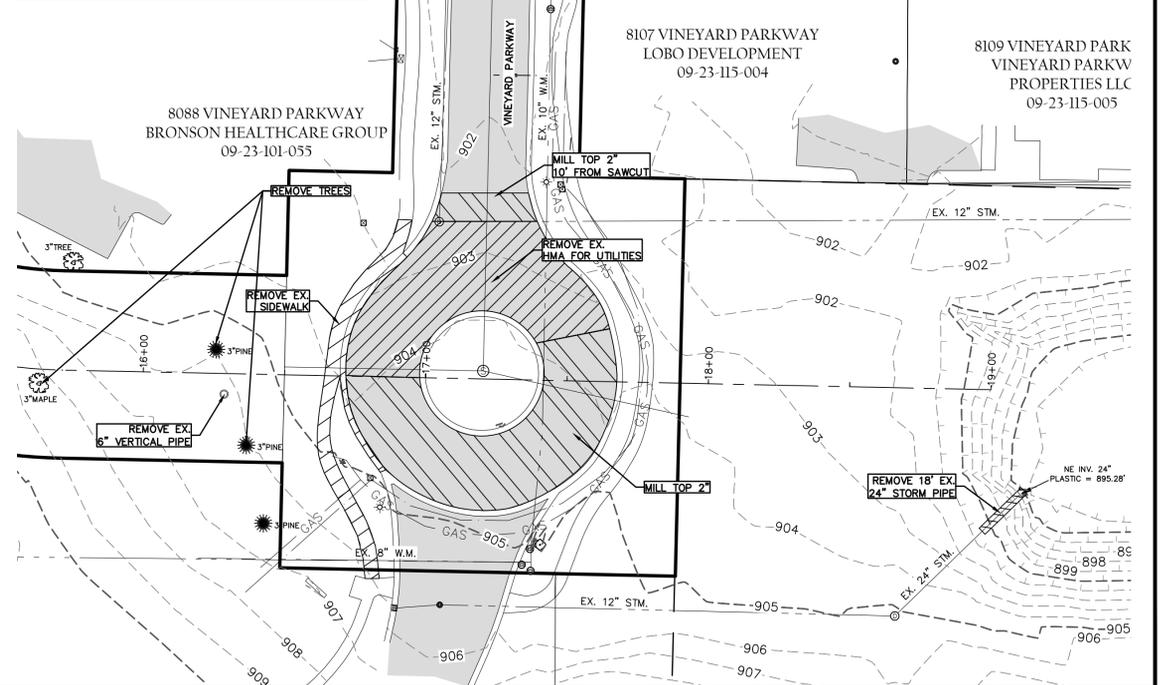
8TH STREET REMOVALS



SHOOTING STAR WAY REMOVALS



VINEYARD PARKWAY REMOVALS



DATE	REVISION	BY
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCKC COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCKC COMMENTS	CRZ
22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
EXISTING CONDITIONS / REMOVAL

Vriesman & Korhorn

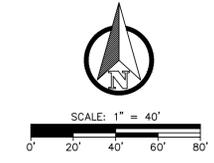
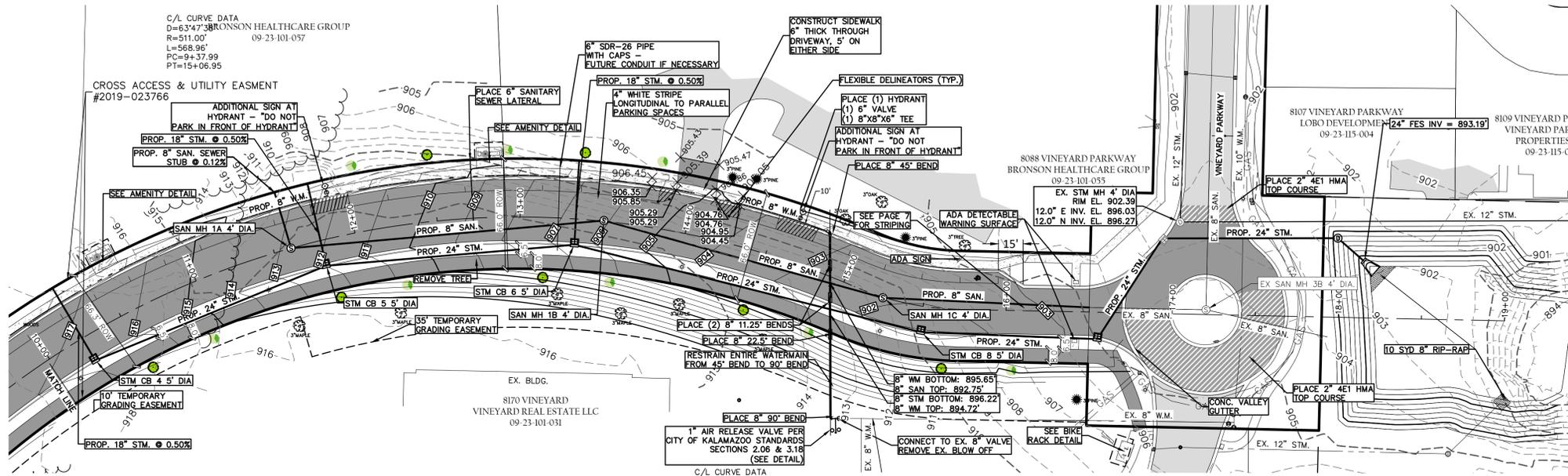
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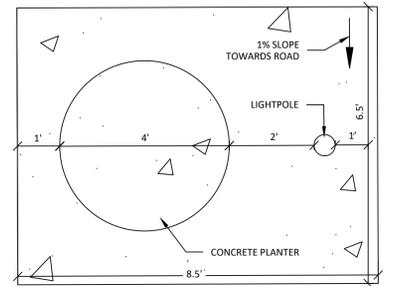
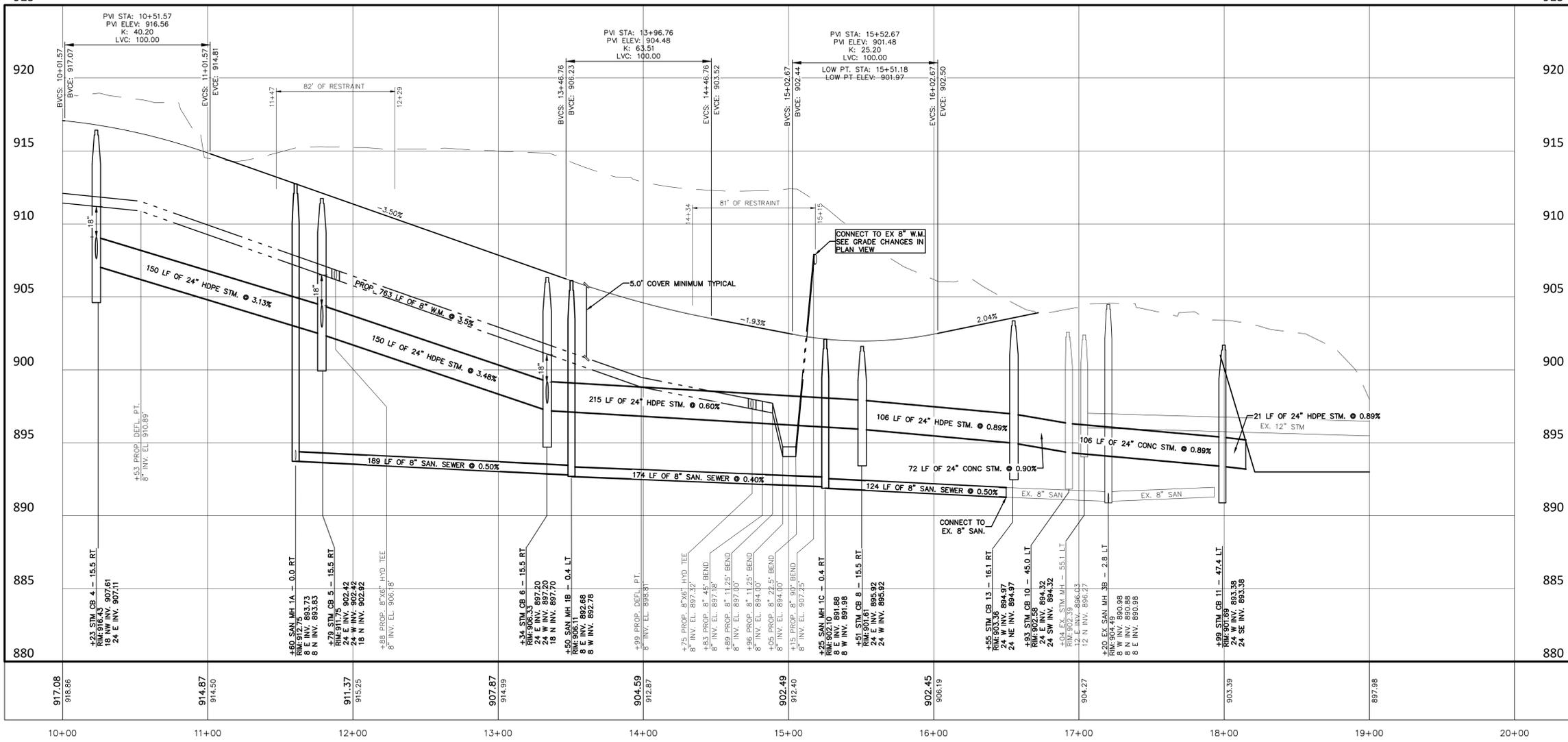
FILE NO. **916**

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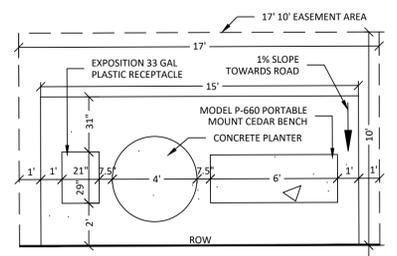
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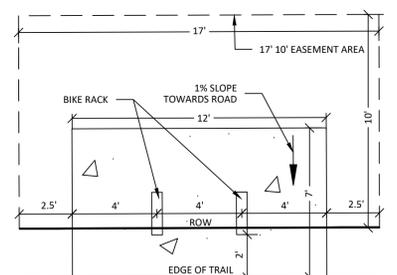
- LINE LEGEND**
- OH — OH — OH — EXISTING OVERHEAD ELECTRIC
 - GAS — GAS — EXISTING GAS
 - — — EXISTING COMMUNICATIONS
 - — — EXISTING FENCE
 - — — RIGHT OF WAY EASEMENT
 - — — EXISTING GRAVEL
 - — — PROPOSED GRAVEL
 - — — EXISTING STORM SEWER
 - — — PROPOSED STORM SEWER
 - — — EXISTING SANITARY SEWER
 - — — PROPOSED SANITARY SEWER
 - — — EXISTING WATERMAIN
 - — — PROPOSED WATERMAIN
- HATCH LEGEND**
- [Hatched Box] EXISTING HOT MIXED ASPHALT
 - [Hatched Box] PROPOSED HOT MIXED ASPHALT
 - [Hatched Box] PROPOSED 8" MDOT 21AA GRAVEL
 - [Hatched Box] PROPOSED CONCRETE SIDEWALK
- SYMBOL LEGEND**
- [Star Symbol] LIGHT POLE (PROPOSED LIGHTS SHALL MATCH CURRENT DDA LIGHTS INSTALLED IN THE CBD AND HAVE BRACKET ON POLE FOR HANGING BANNERS) POLES SHALL ALSO HAVE GFI DUPLEX RECEPTACLE IN WATERPROOF CAST METAL BOX.
 - [Circle with X] POWER POLE
 - [Circle with S] SANITARY SEWER MANHOLE
 - [Circle with B] STORM CATCH BASIN
 - [Circle with M] STORM MANHOLE
 - [Circle with T] SIGN
 - [Circle with H] HYDRANT
 - [Circle with V] VALVE
 - [Circle with M] MAILBOX
 - [Circle with P] PROPERTY CORNER - FOUND BENCHMARK/CONTROL POINT
 - [Circle with D] POST, FLEXIBLE, DELINEATOR, SURFACE MTD
 - [Circle with S] SERVICEBERRY
 - [Circle with R] EASTERN REDBUD



CONCRETE PLANTER DETAIL
NOT TO SCALE



AMENITY DETAIL AREA
NOT TO SCALE



BIKE RACK DETAIL
NOT TO SCALE

WATER MAIN TO BE BUILT TO CITY OF KALAMAZOO STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION, 2021

SANITARY SEWER SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH TEXAS TOWNSHIP AND CITY OF KALAMAZOO STANDARD SPECIFICATIONS

DATE	REVISION	BY
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCCK COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCCK COMMENTS	CRZ
22 01/05/2026	REVISED PER TOWNSHIP COMMENTS	NEF

TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
PLAN AND PROFILE

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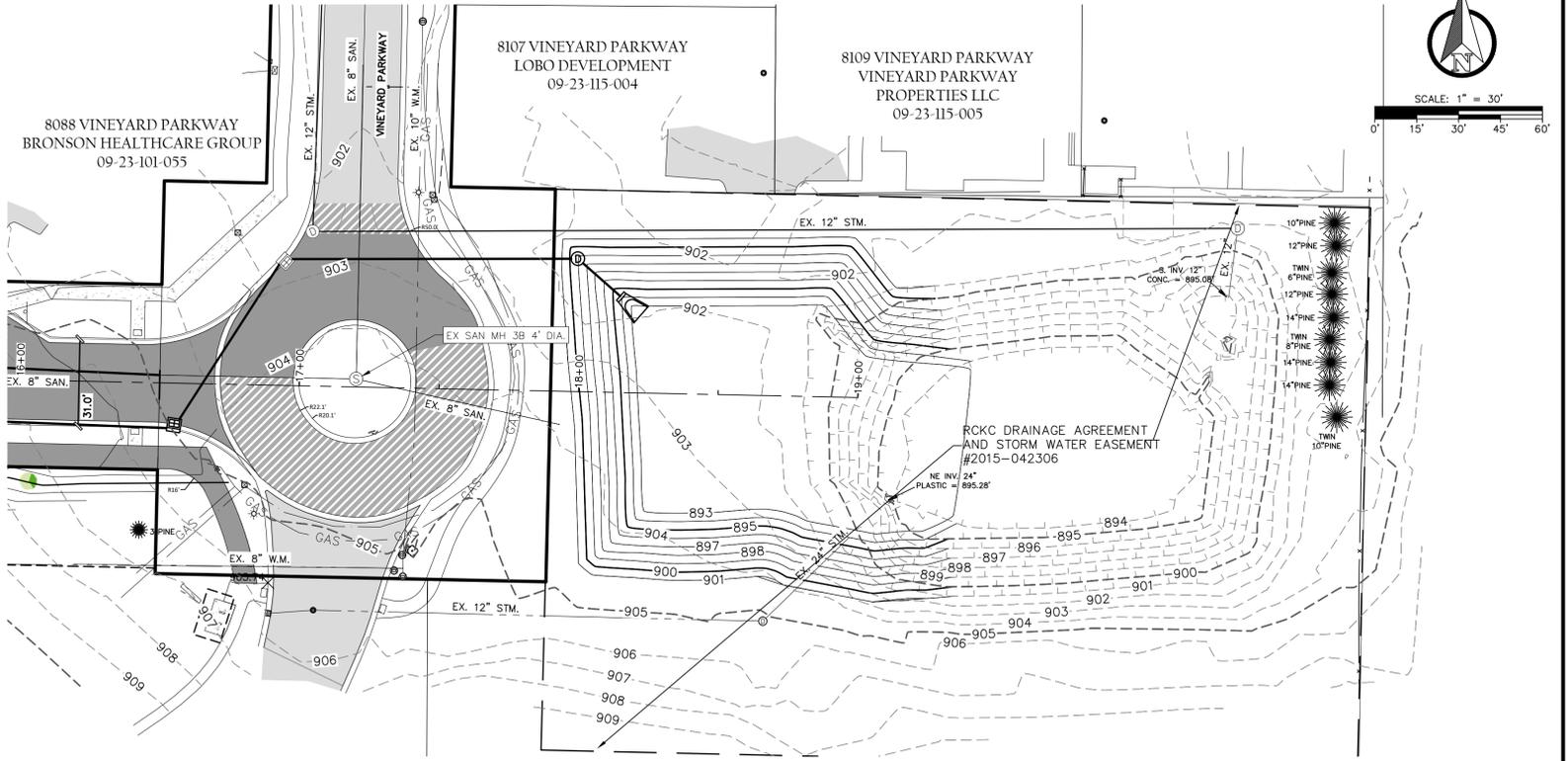
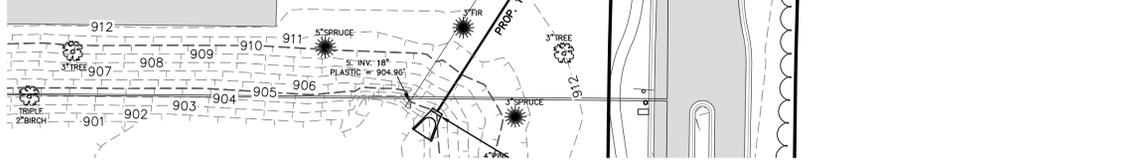
FILE NO. 916
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Sheet No. 4 OF 7

- TIP IN CURB (INTERIOR ISLANDS ONLY)



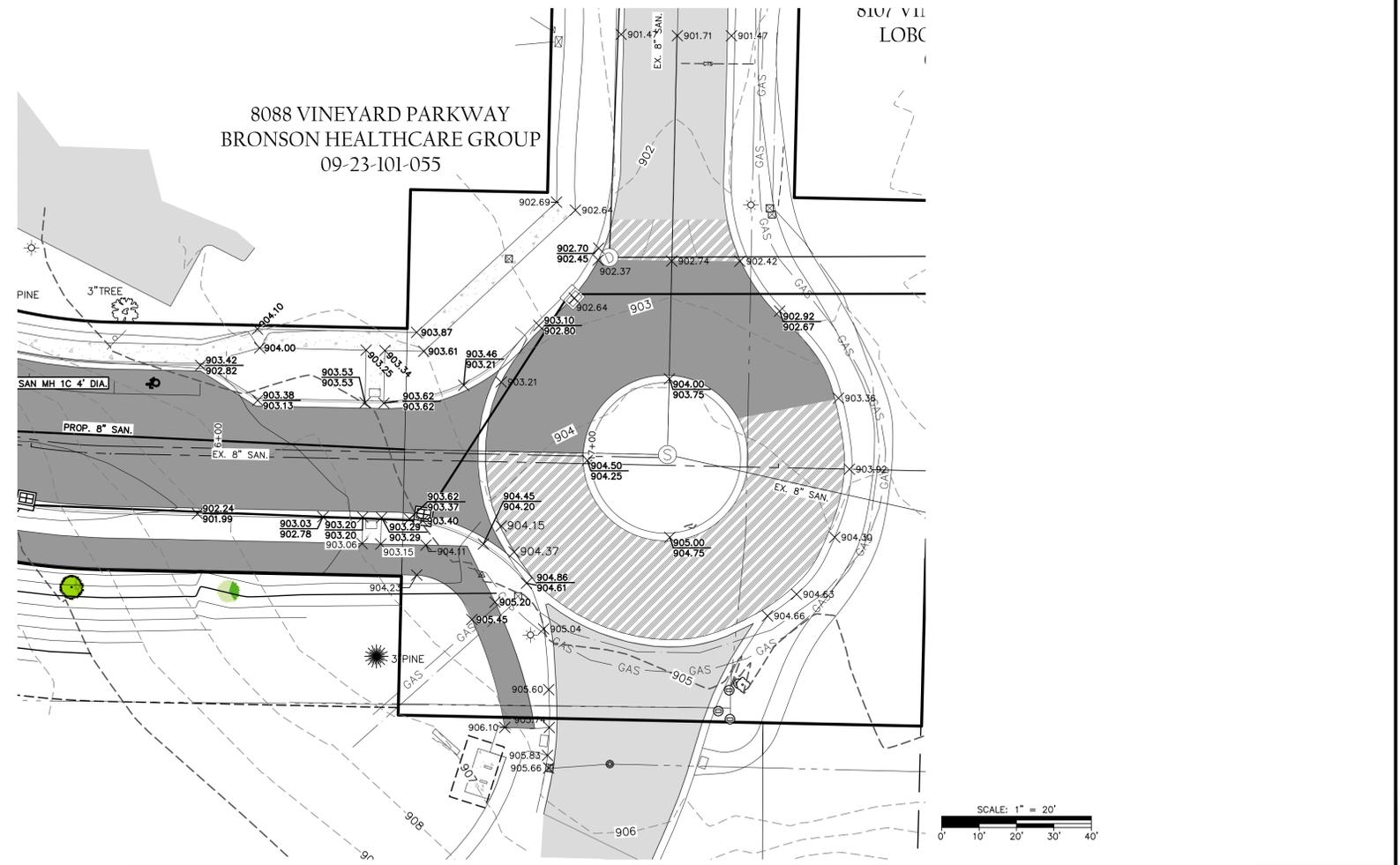
SCALE: 1" = 30'

8136 SHOOTING STAR LN
DAVE'S GLASS
09-22-226-007

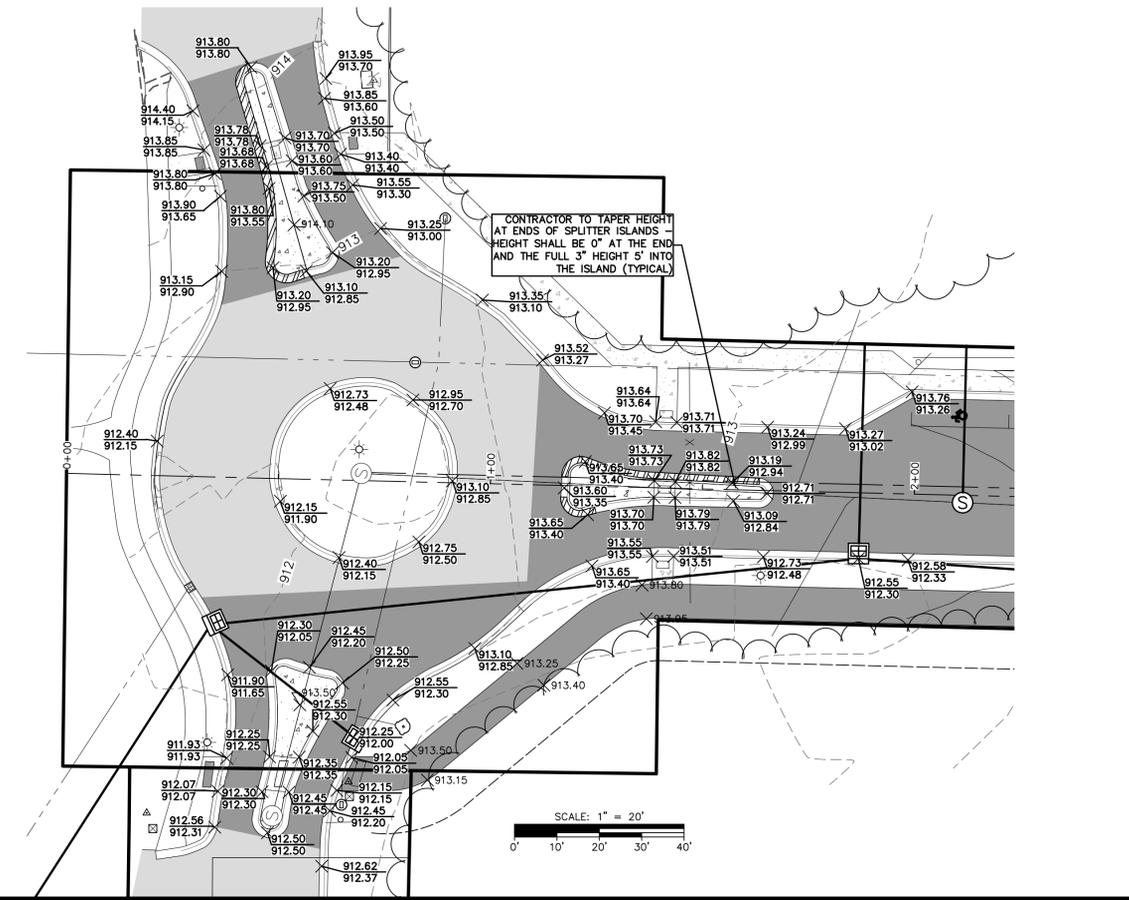


SCALE: 1" = 30'

8088 VINEYARD PARKWAY
BRONSON HEALTHCARE GROUP
09-23-101-055



SCALE: 1" = 20'



SCALE: 1" = 20'

DATE	REVISION	BY
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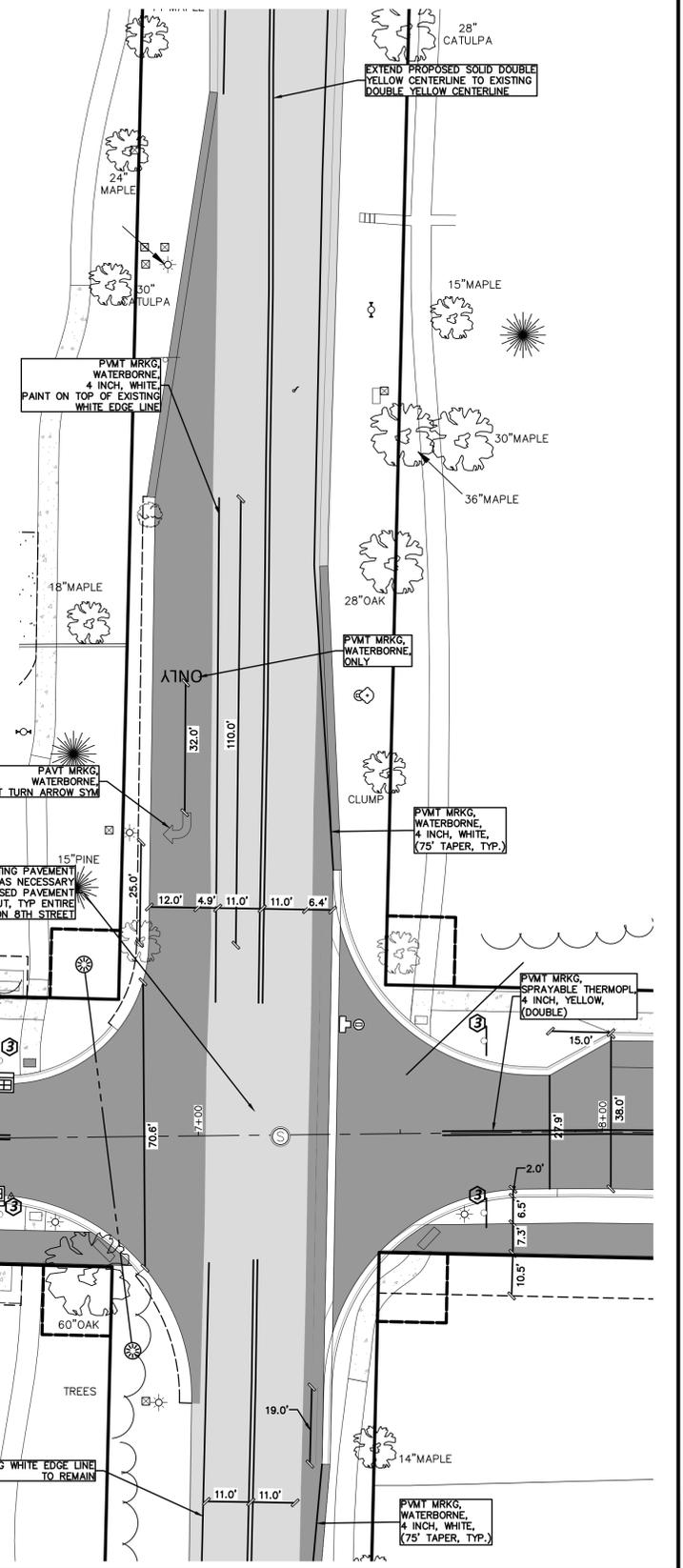
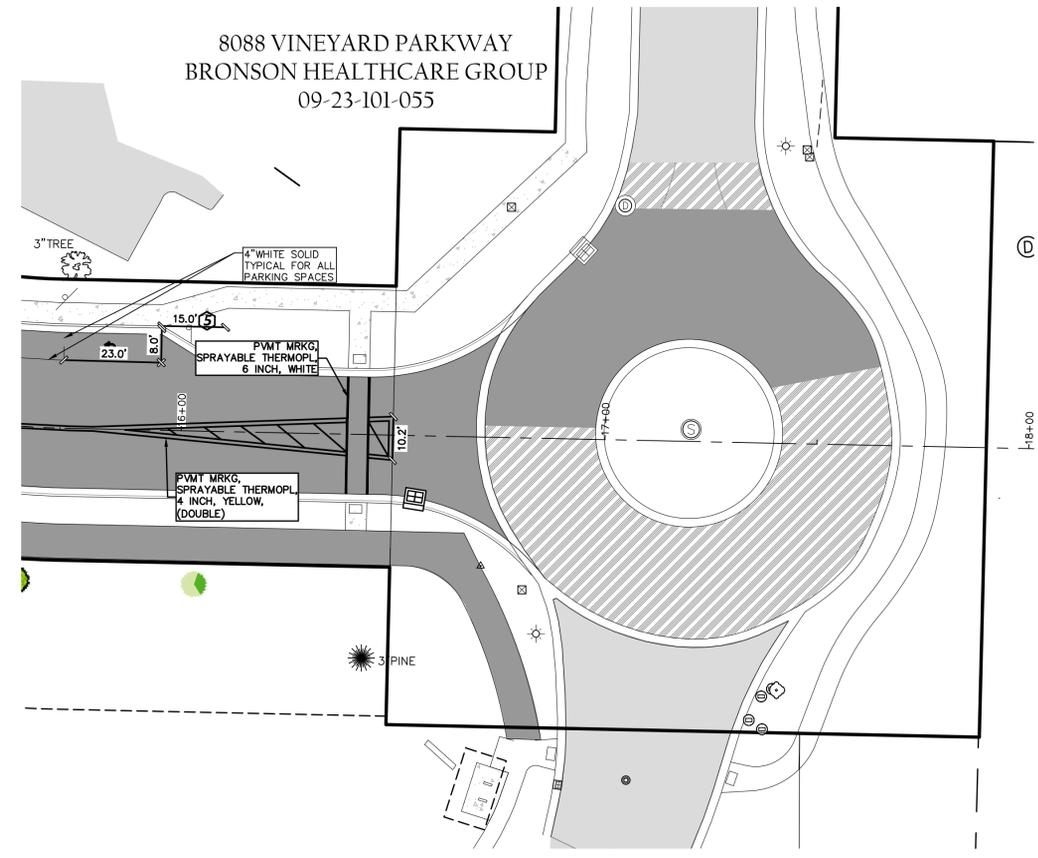
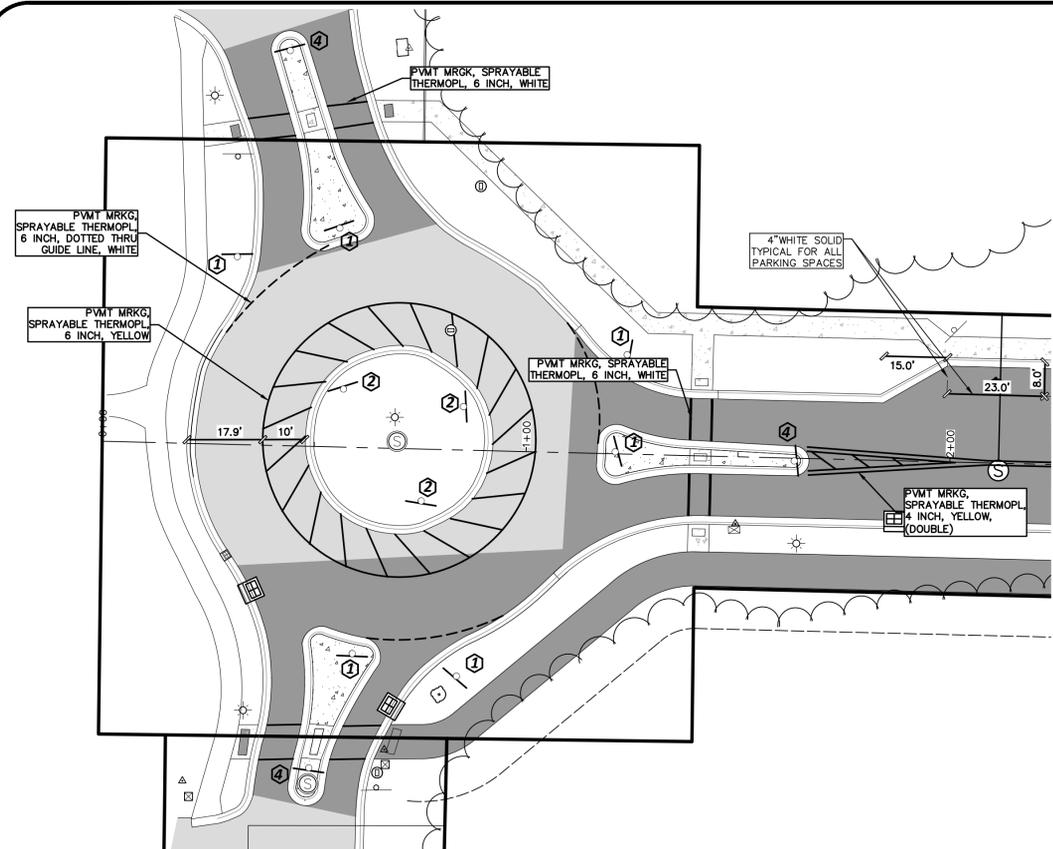
TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
WEST AND EAST PONDS



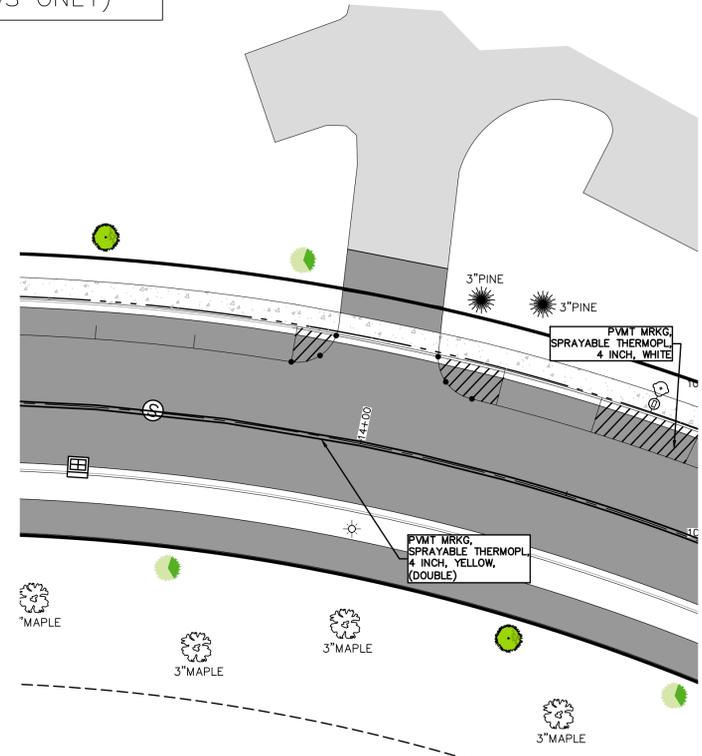
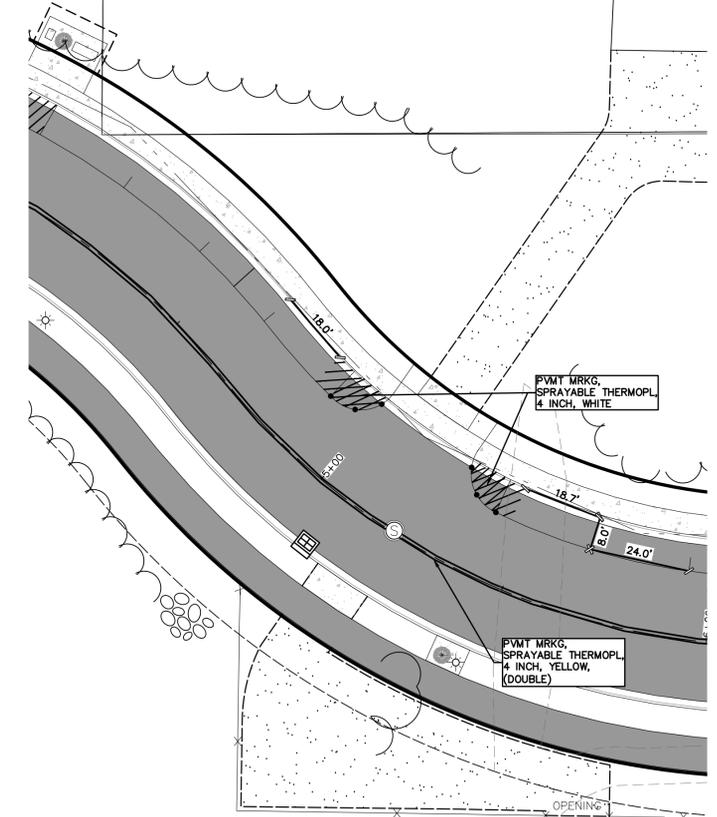
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Sheet No. 5 OF 7

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BRONSON HEALTHCARE GROUP
09-23-101-055



ANY AND ALL MARKINGS ON PUBLIC ROADS TO BE MAINTAINED BY RCKC, NOT THE DDA.
NOTE: RCKC TO LAYOUT ALL SIGN AND PAVEMENT MARKINGS AND INSPECT APPLICATION/INSTALLATION. (ON PUBLIC ROADS ONLY)



INSTALL WITH CORES THROUGH THE CONCRETE AT LOCATIONS APPROVED BY ENGINEER PRIOR TO CORING.

1 R1-2
36"
TYPE IIIA
9 SQFT
12 FT 3#
POST

ADD VISI STRIP ON POST

2 R6-4
30"X24"
TYPE IIIA
5 SQFT
18 FT 3#
POST

3 R1-1
36"
TYPE IIIA
9 SQFT
20 FT 3#
POST

ADD VISI STRIP ON EACH POST

5 R2-1
24"X30"
TYPE IIIA
5 SQFT
12 FT 3#
POST

4 R4-7
18"X24"
TYPE IIIA
3 SQFT
12 FT 3#
POST

ALL PAVEMENT MARKINGS TO BE RECESSED ON PRIVATE ROAD ONLY.
NO RECESSED PAVEMENT MARKINGS FOR ANY MARKINGS IN 8TH STREET ROW.

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TEXAS TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN
TEXAS TOWNSHIP DDA
DIMENSIONS & STRIPING

Vriesman & Korhorn
CIVIL

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Sheet No. 7 OF 7

FILE NO. 916
CHECKED DGL
Sheet No. 7 OF 7

EXHIBIT 2

(Installment Note)

83393:00033:202116645-1

CHARTER TOWNSHIP OF TEXAS

INSTALLMENT NOTE

Principal Amount: \$900,000
Interest Rate: 4.25%
Issue Date: _____, 2026
Maturity Date: November 1, 2035
Tax ID No.: 38-1812304

The Charter Township of Texas (the "Township"), a Michigan municipal corporation, of 7227 West Q Avenue, Kalamazoo, Michigan 49009, hereby acknowledges itself indebted and for value received promises to pay to Mercantile Bank (the "Bank"), a state banking association, of 310 Leonard Street, N.W., Grand Rapids, Michigan 49504, or its assigns, the principal sum of Nine Hundred Thousand Dollars (\$900,000), together with interest thereon at the rate of 4.25% per annum from the date hereof. All Payments shall be made on the Payment Dates set forth on Schedule 1 attached hereto and made a part hereof. Payments on this Note are payable in lawful money of the United States of America at the offices of Mercantile Bank, 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

Interest on this Note shall be calculated on the basis of a 30-day month and a 365-day year and is due semi-annually in arrears. The principal and interest on this Note may be prepaid in whole or in part at any time without penalty.

If an Event of Taxability shall occur, as defined in the Installment Purchase Agreement Bank (the "IPA") dated as of _____, 2026, by and between the Township and the Bank, then not later than 30 days following receipt from the Bank of written notice that an Event of Taxability has occurred, the Township shall pay to the Bank all outstanding principal and interest accrued to the date of payment thereof. Defined terms in the IPA have the same meanings as in this Note. If any installment of principal or interest is not paid when due, then the Township shall immediately pay to the holder of this Note a late charge in an amount equal to five percent (5%) of each installment which is received by the Bank more than ten (10) days after the due date. This is in addition to the Bank's other rights and remedies for default in payment of an installment of interest or principal when due.

Each of the following shall be an event of default under this Note: (a) If default occurs in the payment of any installment of principal or interest hereunder or of any late charge, out-of-pocket expense, or loan processing fee at any time owing to Bank or any affiliate Bank under this Note or if there occurs any other event of default under the IPA or any other loan agreement or other document between Bank and the Township; (b) if any warranty or representation made to Bank or any affiliate of Bank by the Township in this Note, in the IPA or in any financial statement, loan application or other document given to Bank, shall have been false in any material respect;

(c) if the Township shall dissolve, become insolvent, or make an assignment for the benefit of creditors; (d) if any levy, writ of attachment, garnishment, execution or similar process shall be issued against or placed upon any property of the Township. Upon the occurrence of any event of default, all or any part of the indebtedness evidenced hereby and all or any part of all other indebtedness and obligations then owing by the Township to Bank or any affiliate or assign of Bank shall, at the option of Bank or any affiliate or assign of Bank, become immediately due and payable without notice or demand. If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against the Township, or if any attachment, garnishment, execution, levy or similar process shall at any time be placed upon any deposit account at any time maintained with Bank by the Township, then all such indebtedness and obligations shall automatically become immediately due and payable. All or any part of the indebtedness evidenced hereby also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any loan agreement, Security Documents or other agreement heretofore or hereafter entered into between the Township and Bank or any affiliate or assign of Bank.

Bank shall have the right at any time to set off any indebtedness that Bank then owes to the Township (including any deposit account) against any indebtedness evidenced by this Note that is then due and payable, provided that the Township is in default hereunder.

This Note was authorized to be issued as part of an installment purchase agreement in accordance with the provisions of Act No. 99 of the Michigan Public Acts of 1933, as amended, which provides a means by which the Township may enter into agreements for the purchase of land, property or equipment for public purposes, to be paid for in installments. The obligation of the Township to make the principal and interest payments under this Note is a general obligation of the Township, and the Township has pledged its limited tax, full faith and credit, general obligation to the payment of principal and interest on this Note, as and when due, subject to charter, constitutional and statutory limitations.

This Note is subject to prepayment in whole or in part before the Maturity Date without penalty.

The Township has designated the Payments under this Note to be qualified tax-exempt obligations for the purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

All acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Note, existed, happened and have been performed in the time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the amount of this Note, together with all other indebtedness of the Township, does not exceed any constitutional, charter or statutory limitations.

The holder of this Note shall have all rights and remedies provided under the laws of the State of Michigan and under any agreement of the Township with Bank. The Township shall reimburse the holder of this Note for any and all expenses, including reasonable attorney fees and legal expenses, that the holder pays or incurs in protecting and enforcing the rights of and obligations to the holder under any provision of this Note.

A delay by the holder of this Note in the exercise of any right or remedy shall not be considered a waiver of it. A single or partial exercise by the holder of any right or remedy shall not preclude any other or future exercise of it or the exercise of any other right or remedy. A waiver by the holder of any default or of any provision of this Note shall not be effective unless it is in writing and signed by the holder. A waiver of any right or remedy on one occasion shall not be a waiver of that right or remedy on any future occasion.

The Township waives demand for payment, presentment, notice of dishonor and protest of this Note and waives all defenses based on suretyship or impairment of collateral. The Township also consents to any extension or postponement of time of payment of this Note, to any substitution, exchange or release of all or any part of any security given to secure it, to the addition of any party to it and to the release, discharge, waiver, modification or suspension of any rights or remedies against any person liable for the indebtedness that this Note evidences.

This Note shall be governed by and interpreted according to the laws of the State of Michigan, without giving effect to conflict of laws rules.

IN WITNESS WHEREOF, the Board of Trustees of the Charter Township of Texas has caused this Note to be signed in its name by its Supervisor and Clerk.

CHARTER TOWNSHIP OF TEXAS

By: _____
(Printed Name)

Its: _____

By: _____
(Printed Name)

Its: _____

SCHEDULE 1

Activity	Date	Payments		Balance
		Principal	Interest	
Beginning Balance	11/20/25			\$900,000.00
Interest Payment	04/01/26	\$0.00	\$13,812.50	\$900,000.00
Principal Payment	10/01/26	\$90,000.00	\$0.00	\$810,000.00
Interest Payment	10/01/26	\$0.00	\$19,125.00	\$810,000.00
Interest Payment	04/01/27	\$0.00	\$17,212.50	\$810,000.00
Principal Payment	10/01/27	\$90,000.00	\$0.00	\$720,000.00
Interest Payment	10/01/27	\$0.00	\$17,212.50	\$720,000.00
Interest Payment	04/01/28	\$0.00	\$15,300.00	\$720,000.00
Principal Payment	10/01/28	\$90,000.00	\$0.00	\$630,000.00
Interest Payment	10/01/28	\$0.00	\$15,300.00	\$630,000.00
Interest Payment	04/01/29	\$0.00	\$13,387.50	\$630,000.00
Principal Payment	10/01/29	\$90,000.00	\$0.00	\$540,000.00
Interest Payment	10/01/29	\$0.00	\$13,387.50	\$540,000.00
Interest Payment	04/01/30	\$0.00	\$11,475.00	\$540,000.00
Principal Payment	10/01/30	\$90,000.00	\$0.00	\$450,000.00
Interest Payment	10/01/30	\$0.00	\$11,475.00	\$450,000.00
Interest Payment	04/01/31	\$0.00	\$9,562.50	\$450,000.00
Principal Payment	10/01/31	\$90,000.00	\$0.00	\$360,000.00
Interest Payment	10/01/31	\$0.00	\$9,562.50	\$360,000.00
Interest Payment	04/01/32	\$0.00	\$7,650.00	\$360,000.00
Principal Payment	10/01/32	\$90,000.00	\$0.00	\$270,000.00
Interest Payment	10/01/32	\$0.00	\$7,650.00	\$270,000.00
Interest Payment	04/01/33	\$0.00	\$5,737.50	\$270,000.00
Principal Payment	10/01/33	\$90,000.00	\$0.00	\$180,000.00
Interest Payment	10/01/33	\$0.00	\$5,737.50	\$180,000.00
Interest Payment	04/01/34	\$0.00	\$3,825.00	\$180,000.00
Principal Payment	10/01/34	\$90,000.00	\$0.00	\$90,000.00
Interest Payment	10/01/34	\$0.00	\$3,825.00	\$90,000.00

Activity	Date	Payments		Balance
		Principal	Interest	
Interest Payment	04/01/35	\$0.00	\$1,912.50	\$90,000.00
Principal Payment	10/01/35	\$90,000.00	\$0.00	\$0.00
Interest Payment	10/01/35	\$0.00	\$1,912.50	\$0.00
Total Payments		\$900,000.00	\$205,062.50	

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SPECIMEN

CHARTER TOWNSHIP OF TEXAS

INSTALLMENT NOTE

Principal Amount: \$900,000
Interest Rate: 4.25%
Issue Date: _____, 2026
Maturity Date: November 1, 2035
Tax ID No.: 38-1812304

The Charter Township of Texas (the "Township"), a Michigan municipal corporation, of 7227 West Q Avenue, Kalamazoo, Michigan 49009, hereby acknowledges itself indebted and for value received promises to pay to Mercantile Bank (the "Bank"), a state banking association, of 310 Leonard Street, N.W., Grand Rapids, Michigan 49504, or its assigns, the principal sum of Nine Hundred Thousand Dollars (\$900,000), together with interest thereon at the rate of 4.25% per annum from the date hereof. All Payments shall be made on the Payment Dates set forth on Schedule 1 attached hereto and made a part hereof. Payments on this Note are payable in lawful money of the United States of America at the offices of Mercantile Bank, 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

Interest on this Note shall be calculated on the basis of a 30-day month and a 365-day year and is due semi-annually in arrears. The principal and interest on this Note may be prepaid in whole or in part at any time without penalty.

If an Event of Taxability shall occur, as defined in the Installment Purchase Agreement Bank (the "IPA") dated as of _____, 2026, by and between the Township and the Bank, then not later than 30 days following receipt from the Bank of written notice that an Event of Taxability has occurred, the Township shall pay to the Bank all outstanding principal and interest accrued to the date of payment thereof. Defined terms in the IPA have the same meanings as in this Note. If any installment of principal or interest is not paid when due, then the Township shall immediately pay to the holder of this Note a late charge in an amount equal to five percent (5%) of each installment which is received by the Bank more than ten (10) days after the due date. This is in addition to the Bank's other rights and remedies for default in payment of an installment of interest or principal when due.

Each of the following shall be an event of default under this Note: (a) If default occurs in the payment of any installment of principal or interest hereunder or of any late charge, out-of-pocket expense, or loan processing fee at any time owing to Bank or any affiliate Bank under this Note or if there occurs any other event of default under the IPA or any other loan agreement or other document between Bank and the Township; (b) if any warranty or representation made to Bank or any affiliate of Bank by the Township in this Note, in the IPA or in any financial statement, loan application or other document given to Bank, shall have been false in any material respect;

(c) if the Township shall dissolve, become insolvent, or make an assignment for the benefit of creditors; (d) if any levy, writ of attachment, garnishment, execution or similar process shall be issued against or placed upon any property of the Township. Upon the occurrence of any event of default, all or any part of the indebtedness evidenced hereby and all or any part of all other indebtedness and obligations then owing by the Township to Bank or any affiliate or assign of Bank shall, at the option of Bank or any affiliate or assign of Bank, become immediately due and payable without notice or demand. If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against the Township, or if any attachment, garnishment, execution, levy or similar process shall at any time be placed upon any deposit account at any time maintained with Bank by the Township, then all such indebtedness and obligations shall automatically become immediately due and payable. All or any part of the indebtedness evidenced hereby also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any loan agreement, Security Documents or other agreement heretofore or hereafter entered into between the Township and Bank or any affiliate or assign of Bank.

Bank shall have the right at any time to set off any indebtedness that Bank then owes to the Township (including any deposit account) against any indebtedness evidenced by this Note that is then due and payable, provided that the Township is in default hereunder.

This Note was authorized to be issued as part of an installment purchase agreement in accordance with the provisions of Act No. 99 of the Michigan Public Acts of 1933, as amended, which provides a means by which the Township may enter into agreements for the purchase of land, property or equipment for public purposes, to be paid for in installments. The obligation of the Township to make the principal and interest payments under this Note is a general obligation of the Township, and the Township has pledged its limited tax, full faith and credit, general obligation to the payment of principal and interest on this Note, as and when due, subject to charter, constitutional and statutory limitations.

This Note is subject to prepayment in whole or in part before the Maturity Date without penalty.

The Township has designated the Payments under this Note to be qualified tax-exempt obligations for the purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

All acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Note, existed, happened and have been performed in the time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the amount of this Note, together with all other indebtedness of the Township, does not exceed any constitutional, charter or statutory limitations.

The holder of this Note shall have all rights and remedies provided under the laws of the State of Michigan and under any agreement of the Township with Bank. The Township shall reimburse the holder of this Note for any and all expenses, including reasonable attorney fees and legal expenses, that the holder pays or incurs in protecting and enforcing the rights of and obligations to the holder under any provision of this Note.

A delay by the holder of this Note in the exercise of any right or remedy shall not be considered a waiver of it. A single or partial exercise by the holder of any right or remedy shall not preclude any other or future exercise of it or the exercise of any other right or remedy. A waiver by the holder of any default or of any provision of this Note shall not be effective unless it is in writing and signed by the holder. A waiver of any right or remedy on one occasion shall not be a waiver of that right or remedy on any future occasion.

The Township waives demand for payment, presentment, notice of dishonor and protest of this Note and waives all defenses based on suretyship or impairment of collateral. The Township also consents to any extension or postponement of time of payment of this Note, to any substitution, exchange or release of all or any part of any security given to secure it, to the addition of any party to it and to the release, discharge, waiver, modification or suspension of any rights or remedies against any person liable for the indebtedness that this Note evidences.

This Note shall be governed by and interpreted according to the laws of the State of Michigan, without giving effect to conflict of laws rules.

IN WITNESS WHEREOF, the Board of Trustees of the Charter Township of Texas has caused this Note to be signed in its name by its Supervisor and Clerk.

CHARTER TOWNSHIP OF TEXAS

By: _____
(Printed Name)

Its: _____

By: _____
(Printed Name)

Its: _____

SCHEDULE 1

Activity	Date	Payments		Balance
		Principal	Interest	
Beginning Balance	11/20/25			\$900,000.00
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Principal Payment	10/01/26	\$90,000.00	\$0.00	\$810,000.00
Interest Payment	10/01/26	\$0.00	\$19,125.00	\$810,000.00
Interest Payment	04/01/27	\$0.00	\$17,212.50	\$810,000.00
Principal Payment	10/01/27	\$90,000.00	\$0.00	\$720,000.00
Interest Payment	10/01/27	\$0.00	\$17,212.50	\$720,000.00
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Principal Payment	10/01/33	\$90,000.00	\$0.00	\$180,000.00
Interest Payment	10/01/33	\$0.00	\$5,737.50	\$180,000.00
Interest Payment	04/01/34	\$0.00	\$3,825.00	\$180,000.00
Principal Payment	10/01/34	\$90,000.00	\$0.00	\$90,000.00
Interest Payment	10/01/34	\$0.00	\$3,825.00	\$90,000.00

Activity	Date	Payments		Balance
		Principal	Interest	
Interest Payment	04/01/35	\$0.00	\$1,912.50	\$90,000.00
Principal Payment	10/01/35	\$90,000.00	\$0.00	\$0.00
Interest Payment	10/01/35	\$0.00	\$1,912.50	\$0.00
Total Payments		\$900,000.00	\$205,062.50	

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ACT 99 CERTIFICATE

The undersigned, the duly authorized and qualified Treasurer of the Charter Township of Texas, County of Kalamazoo, Michigan ("Township"), in connection with the execution by the Township of an Installment Purchase Agreement (the "Agreement") between the Township and Mercantile Bank, certifies as follows:

1. The outstanding balance of all purchases of lands, property or equipment for public purposes, to be paid for in installments, including purchases made pursuant to the Agreement, exclusive of interest, is not more than \$937,849.25.
2. The taxable value of the real and personal property of the Township as of the date of the Agreement is \$1,313,053,779.
3. The amount set forth in paragraph 1 hereof does not exceed one and one- quarter percent (1.25%) of the amount set forth in paragraph 2.

Dated: _____, 2026

CHARTER TOWNSHIP OF TEXAS

By: _____
(Printed Name)

Its: _____

By: _____
(Printed Name)

Its: _____

**ASSIGNMENT AGREEMENT OF CERTAIN OBLIGATIONS OF
CHARTER TOWNSHIP OF TEXAS TO MERCANTILE BANK**

This Assignment Agreement ("Assignment Agreement") is made this ____ day of _____, 2026, by and between Charter Township of Texas ("Township"), a Michigan municipal corporation, of 7227 West Q Avenue, Kalamazoo, Michigan 49009 and Mercantile Bank ("Bank"), a state banking association, of 310 Leonard Street, N.W., Grand Rapids, Michigan 49504.

RECITALS

WHEREAS, Hoffman Bros, Inc. ("Contractor") has entered into an construction agreement (the "Contract") with the Township dated on or about _____ for the acquisition and construction of Longhorn Drive and related improvements (the "Property") by the Township; and

WHEREAS, Contractor wishes to partially assign the Township's payment obligations under the Contract to the Bank in return for the receipt of payment by Contractor from the Bank through the Township; and

WHEREAS, the Bank is willing to accept the partial assignment of the Township's contractual obligation to Contractor to pay for the Property; and

WHEREAS, a portion of the Township's payment obligations to Contractor under the Contract will thereupon be due and payable by the Township to the Bank pursuant to an Installment Purchase Agreement (the "IPA").

NOW, THEREFORE, in consideration of the covenants and conditions in this Assignment, it is hereby agreed by and among the parties as follows:

PROVISIONS

1. Contractor hereby assigns and transfers to the Bank \$900,000 of Contractor's right, title and interest in and to the payments due from the Township for the purchase of the Property from Contractor as set forth in the Contract. Contractor retains all obligations and all other payment rights under the Contract. Bank has no obligations under the Contract.
2. In consideration of this Assignment, the Bank hereby covenants and agrees to disburse to the Township, for payments to the Contractor, the sum of \$900,000.

3. Upon disbursement by the Bank to the Township of the \$900,000 due to the Contractor under the Contract, the Township shall be obligated to pay to the Bank (pursuant to the IPA) the sum of \$900,000 of the Township's contractual indebtedness to Contractor.
4. The Township's payment obligations to the Bank are and will continue to be free from all defenses, setoffs, claims, or counter-claims against the Bank. The foregoing, however, shall not be construed to waive any claims that might exist against the Contractor under the Contract.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement as of the date set forth above.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

MERCANTILE BANK

By: _____
(Printed Name)

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me a Notary Public, in and for said County, personally appeared _____ (name), _____ (title), on behalf of Mercantile Bank, who executed this Assignment Agreement and acknowledged that he/she has executed it on behalf of Mercantile Bank, in his/her capacity as its _____.

_____, Notary Public
_____ County, Michigan
My commission expires: _____
Acting in _____ County, Michigan

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BOARD AGENDA ITEM

BOARD MEETING DATE: January 12, 2026
DEPARTMENT/COMMITTEE: Fire Department
SUBJECT: Fuel Pump Replacement – 2000 Spencer Tanker 1161
SPECIFIC ACTION REQUESTED: Approve Quote
TIME FRAME: FFY2026
FUNDING SOURCE: Vehicle Maintenance
IS THIS A BUDGETED ITEM? Yes **Account # (if known): 206-336-934.00**
NEW OR RENEWAL? New

OTHER PERTINENT INFORMATION:

Tanker 1161 – Priority Repair Request

Tanker 1161 requires immediate repair due to failure of the high-pressure fuel pump. The current pump has been leaking for an extended period, resulting in loss of fuel pressure, difficulty starting, and degraded performance. The fuel leak also allows diesel fuel to collect on the exterior of the engine, creating a fire hazard. The pump is not repairable and must be replaced.

The apparatus will be taken to Cummins in Grand Rapids for removal and installation of a new fuel pump.

Tanker 1161 is a critical apparatus for fire suppression operations especially in non-hydranted areas within Texas Township and is frequently relied upon for mutual aid responses to neighboring communities with limited water infrastructure. Reliable operation of this tanker is essential to maintaining safe and effective emergency response capabilities.

Suggested Motion:

Approve and accept the quote from Cummins in the amount of **\$14,665.75** for high-pressure fuel pump replacement on Tanker 1161.

PERSON SUBMITTING: Ken Chapman, Fire Chief

For Board Use Only:

This requires **voice vote:** Yes No This requires **roll-call vote:** Yes No
Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O’Neill_____ O’Rourke_____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

TEXAS TOWNSHIP FIRE DEPAR
7110 W. Q AVE
KALAMAZOO, MI 49009-

MIKE MILLER - 269 2075527

PAGE 1 OF 2

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-DEC-2025			ISC CM554		FREIGHTLINER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
5064415		22-DEC-2025	46000891		FL60/70/80
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE HOURS	PUMP CODE	UNIT NO.
357050					1161

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

COMPLAINT

>CUSTOMER STATES UNIT IS TAKING A LITTLE LONGER THAN USUAL TO START. CUSTOMER ALSO ADVISED THERE IS A LEAK NEAR THE FUEL PUMP MOUNTING AREA. THIS IS A CUSTOMER REQUESTED ESTIMATE TO REPLACE FUEL PUMP AND RECHECK TO CONFIRM NO FURTHER LEAKS AND CONFIRM STARTING ISSUE HAS BEEN CORRECTED. PLEASE NOTE THIS ESTIMATE IS BASED UPON CUSTOMER PROVIDED PHOTOS. ESTIMATE SUBJECT TO REVISION IF ANY FURTHER ISSUES ARE FOUND AFTER INSPECTION IS COMPLETED IN PERSON AT OUR FACILITY

1			COURTESY INSPECTION	COURTESY INSPECTION			0.00
1		0	5633667RX	KIT,FUEL PUMP	DRC	11,132.72	11,132.72
1		0	4010173D	PUMP,FUEL CAPS	CLEAN	1,012.50	1,012.50
-1		0	4010173D	PUMP,FUEL CAPS	DIRTY	1,012.50	1,012.50
1		0	5272819	SEAL,RECTANGULAR RING	CECO	2.93	2.93

TAX EXEMPT NUMBERS

PARTS:	11,135.65
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	11,135.65
SURCHARGE TOTAL:	0.00
LABOR:	2,030.10
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	2,030.10
MISC.:	1,500.00
MISC. COVERAGE CREDIT:	0.00CR

Completion date : 23-Dec-2025 09:59AM. Estimate expires : 21-Jan-2026 09:59AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548-
(616)538-2250

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

TEXAS TOWNSHIP FIRE DEPAR
7110 W. Q AVE
KALAMAZOO, MI 49009-

MIKE MILLER - 269 2075527

PAGE 2 OF 2

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-DEC-2025			ISC CM554		FREIGHTLINER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
5064415		22-DEC-2025	46000891		FL60/70/80
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE HOURS	PUMP CODE	UNIT NO.
357050					1161

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
				OSN/MSN/VIN			
				TOTAL MISC.:		1,500.00	
				FREIGHT			1,500.00
				SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT HTTP://CUSTOMERPAYMENT.CUMMINS.COM			
				STATE			0.00

Completion date : 23-Dec-2025 09:59AM. Estimate expires : 21-Jan-2026 09:59AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	14,665.75
TOTAL TAX:	0.00
TOTAL AMOUNT: US \$	14,665.75

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



BOARD AGENDA ITEM

BOARD MEETING DATE: January 12, 2026

DEPARTMENT/COMMITTEE: Administration

SUBJECT: Texas Drive Park Trailway Repaving Grant

SPECIFIC ACTION REQUESTED: **Authorization**

TIME FRAME: January 2026

FUNDING SOURCE: Administration

IS THIS A BUDGETED ITEM? **Account #** (if known):

NEW OR RENEWAL? New

OTHER PERTINENT INFORMATION: The township has been awarded a grant in the amount of \$23,000 from Kalamazoo County for re-paving the trail at Texas Drive Park. The total estimated cost of the project is \$123,250. Texas Township Friends of Parks and Trails (TTFOPT) has previously donated \$5k-15k for similar projects. The cost of the project, minus any donated amount, would come from the township's capital improvement fund (Fund 405). Per the grant award, the work must be completed by 12/31/2026. The board previously agreed in principle not to undertake new capital improvement projects in the current fiscal year due to budget constraints. However, this is an opportunity to accomplish a needed improvement to our trailways, in partnership with the county and perhaps TTFOPT or other local charitable organizations. The grant cover letter, application, and budget, which I wrote and submitted to the county in July 2025, as well as an aerial map of the trailway and work to be done are provided below for reference. The question before the board is whether to accept the grant, and if so, to authorize moving forward with posting the RFB.

Motions for Consideration:

I move to authorize the Supervisor to sign the grant agreement with Kalamazoo County for purposes of supporting the re-paving of the trail at Texas Drive Park.

I move to authorize the Superintendent to coordinate with the Parks and Trails Consultant to update the RFB for repaving the trailway at Texas Drive Park as needed and post the RFB.

PERSON SUBMITTING: Supervisor JoAnne O'Rourke

For Board Use Only:

This requires **voice vote:** Yes No This requires **roll-call vote:** Yes No

Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O'Neill_____ O'Rourke_____



7227 West Q Avenue | Kalamazoo, MI 49009 | www.texastownship.org | P: 269-375-1591 | F: 269-375-0791

July 18, 2025

Dear County Commissioners and Grant Reviewers:

On behalf of Texas Charter Township, I am pleased to submit our application for funding through the Community Grant Program. Our proposal seeks support for the repaving and widening of a critical segment of our non-motorized trail system within Texas Drive Park—an essential community asset that connects residents to recreation, nature, and one another.

This project not only enhances safety and accessibility for thousands of annual users but also strengthens the township's role in the county's broader green infrastructure network. Texas Drive Park sits just a half mile from the Al Sabo and Woollam Nature Preserves—two of Kalamazoo County's most cherished natural treasures. By improving trail conditions and connectivity within the park, this project helps link neighborhoods, preserves, and regional corridors, supporting both environmental stewardship and active transportation.

The project aligns with the County's 2025–2029 Strategic Plan by advancing goals related to equitable service delivery, sustainable infrastructure, and community revitalization. It also reflects our shared commitment to innovation, collaboration, and long-term investment in public spaces.

We are proud to offer a strong local match and private contributions to support this project and are excited about the opportunity to partner with the County to bring it to completion. Thank you for your consideration and for your continued investment in projects that strengthen our communities.

Sincerely,

JoAnne O'Rourke, PhD
Supervisor

Applicant Information

Organization Name	Texas Charter Township
Executive Director / President Name	JoAnne O'Rourke, PhD
Title	Supervisor
Address	7227 West Q Avenue
Phone	(269) 330-7030
Email	supervisor@texastownship.org
Applicant is:	Government agency
Amount Requested	\$23,000
Please select distribution preference, if awarded	No preference

Contact (individual responsible for the project)

Name	Brooke Hovenkamp
Title	Superintendent
Phone (if different)	(269) 375-1591
Email (if different)	brookeh@texastownship.org

Brief History of Organization

Please cover the following questions,

1. State the mission and goals of the organization.
2. Describe the services provided and population(s) served.
3. Provide a description of the organization's program characteristics that distinguish it from others in Kalamazoo County.
4. Identify the key challenges currently facing your organization.

Not to exceed 3,500 characters. Mission and Goals. Texas Township is committed to fostering a high quality of life and place for all residents through transparent, responsive, and inclusive local governance. Our mission is to preserve the Township's unique blend of rural, suburban, and lake environments while planning thoughtfully for future growth, improving infrastructure, enhancing access to services, and strengthening civic participation. Our goals include promoting public safety, protecting natural resources, improving connectivity, and delivering equitable and sustainable

services.

Services and Populations Served. Texas Township serves over 18,000 residents, including individuals and families living in rural areas, growing subdivisions, lake communities, and commercial districts. We provide planning and zoning, parks and recreation, emergency services, ordinance enforcement, and support for business development and environmental stewardship. Our residents span multiple demographics and geographic zones, and our trail system connects them—physically and socially—across these landscapes.

What Distinguishes Texas Township. Texas Township is one of Kalamazoo County’s fastest-growing communities, with a strong commitment to proactive planning and quality-of-life investments. Our charter township status gives us expanded authority and expectations for service delivery. We’ve been a leader in balancing development with natural preservation, and we invest in regional connectivity through multi-use trails, open space, and intergovernmental collaboration. We also increasingly take a data-driven and inclusive approach to community planning—traits we aim to apply in this trail project.

Key Organizational Challenges. One of our greatest challenges is keeping up with the infrastructure and maintenance needs that accompany rapid growth. This includes maintaining high-quality, accessible public spaces and safe, durable non-motorized infrastructure. While our community values our trail network, several segments—especially those most used—require resurfacing and safety improvements. Limited funding, competing capital needs, and increasing costs of materials and labor constrain our ability to complete the work without assistance. We remain committed to sustaining and improving the trail system, which supports recreation, transportation, health, and environmental goals.

Project / Program Narrative

Provide the name of the organization’s project or program.

Trailway Repaving and Enhancement

State the project/program’s purpose and significance.

Texas Township’s non-motorized trail system is one of our most valued public amenities, serving thousands of residents annually—in the township and countywide—across neighborhoods, parks, and regional corridors. Several key segments that connect residential areas to Texas Drive Park and provide connectivity within the park and to existing Phase I and II trail segments now require repaving due to age, weathering, and heavy use. We seek cost assistance to widen and repave approximately 0.4 miles of high-priority trail in the park so the older segments align with current trailway standards, which require a minimum width of 8 feet. The park sits just a half mile from the Al Sabo and Woollam Nature Preserves, is home to our summer concert series, and includes athletic fields and our splash pad. Thus, the park plays a vital role in creating a more connected green infrastructure network and is a local cultural and social hub. The grant will catalyze this reinvestment, which will be jointly funded through township and private contributions. Enhancing the trail surface, accessibility, and durability will improve year-round usability and ensure equitable access to recreation and active transportation—supporting community health, safety, mobility, and environmental sustainability.

Location of project/program, if applicable (municipality, ZIP code, etc.)

Texas Charter Township

Provide the project/program timeline

1 year

How does this project/program align with the County’s Mission

The trailway repaving project aligns with Kalamazoo County’s 2025–2029 Strategic Plan by advancing the vision of a safe, inviting, and collaborative

**Statement and 2025 – 2029
Strategic Plan Mission
Statement?**

community. It supports Goal 2: Equitable Service Delivery by improving access to outdoor spaces for historically underserved populations, including older adults, individuals with disabilities, and rural residents. The project also contributes to Goal 1: Communications Infrastructure, by enhancing visible, accessible public assets that promote civic engagement, wellness, and awareness of county services. Additionally, it reflects Goal 5: Organizational Innovation, through proactive investment in sustainable infrastructure that supports long-term public health, environmental stewardship, and quality of life. By revitalizing a key community asset, the project encourages active transportation, recreation, and regional connectivity. It also demonstrates the County's commitment to inclusive, data-informed decision-making and strategic investment in public spaces that serve all residents equitably.

**What is informing you that this is
a need in the community?**

The current trail segments slated for repaving do not meet the township's minimum trailway width of 8 feet and are visibly deteriorating—marked by surface cracking, frost heave damage, and drainage issues. These conditions pose safety concerns and accessibility barriers, particularly for seniors, cyclists, and families with strollers. As one of the most used public resources in the township, our trail system serves daily walkers, joggers, and commuters alike. We consistently receive feedback from residents and user groups emphasizing the need for trail maintenance and improved conditions, including during meetings and community events. With inflation and supply costs rising, our capacity to fund this work through our general fund alone is limited. Without external support, we risk further deterioration and higher costs in the future. Investing now will improve and preserve a vital public asset, support equitable use, and strengthen greenway connections in the township and county.

**What are the benefits of this
project/program to the
community?**

This project will ensure safe, continuous access to an essential recreational and transportation amenity that supports healthy lifestyles, environmental sustainability, and community well-being. Repaired trail segments will directly benefit families accessing parks, seniors staying active, and all residents seeking low-cost recreation. Indirectly, the project supports broader goals like reducing car dependency, lowering emissions, and encouraging regional trail connectivity. A well-maintained trail system contributes to a more vibrant, inclusive, and connected township and region—and aligns with county goals around health equity, civic participation, and high-quality services. The repaved trail will also support future planning efforts to expand regional connections and serve as a case study for cost-sharing approaches to maintaining public infrastructure.

**What are the intended outcomes
of your project/program?**

Goal 1: Improve Safety and Accessibility of High-Use Trail Segments

- Widen & re-pave 0.4 miles of damaged trail within 12 months.
- Use ADA guidelines to ensure improvements meet accessibility standards.

Metric: Resurfacing & widening completion; pre- & post-project condition assessments; ADA compliance.

Comparison Over Time: Trail condition ratings & accessibility audits before & after project completion.

Goal 2: Promote Public Health and Community Use

- Increase resident satisfaction with trail conditions.

Metric: Resident satisfaction following improvements; participation counts.

Comparison Over Time: Resident satisfaction & usage compared over time in community surveys; event participation.

Goal 3: Strengthen Sustainable Infrastructure Maintenance

- Leverage 3-part funding model (grant, charitable donations, township match).
- Create a case study for trail maintenance funding, share with interested parties.

Metric: Implementation of 3-part funding strategy, creation and distribution of a case study.

Comparison over time: Use of model in future projects; feedback from partners.

These metrics are measurable, comparable over time, and easily communicated

to the public. The model supports sustainability and informs future township investment and regional collaboration.

Describe and quantify users and/or beneficiaries of the program/project.

This project will benefit all trail users—those living near or relying on the trail segments around Texas Drive Park and nearby neighborhoods, as well as county residents who utilize the greenway corridor within which the park is located. This corridor also includes two of the county’s natural gems: Al Sabo Nature Preserve and the new county-owned Woollam Nature Preserve. The users include walkers, runners, bikers, seniors, families, students, and park-goers representing a cross-section of the community. The improved trail will also serve regional users who connect through the larger trail network or attend community events in the park. We anticipate more than 5,000 annual users will directly benefit. The project also supports our work with partners like the Kalamazoo Area Transportation Study (KATS) and regional recreation groups, with lessons learned informing future infrastructure planning and collaborative service delivery.

Describe efforts the organization has made to secure funds from non-County sources.

Texas Township is pursuing a three-part funding strategy for this project. In addition to this \$23,000 grant request, the township will contribute \$75,250 in matching funds from our capital improvement budget toward the hard costs. We are also seeking \$25,000 in charitable contributions from local donors, community foundations, and recreation-focused partners. Preliminary conversations with donors have been positive, and if awarded, we will immediately strengthen our efforts to finalize commitments. Our staff will contribute in-kind time for grant administration, project management, and communications. While funding trail maintenance through traditional municipal budgets is increasingly challenging, this cost-sharing model allows us to meet urgent infrastructure needs while engaging the public in stewardship and investment.

Certification

Name	JoAnne O'Rourke, PhD
Title	Supervisor
Date	07/18/2025

Required Attachments

-  Cover Letter.pdf
-  FY24 Audit Report Texas Twp.pdf
-  FY25 Budget Texas Twp.pdf
-  Kal County Grant - Trailway Improvement - Budget - 071825.xlsx
-  Kal Co Grant - Texas Twp Board.pdf

**Texas Charter Township
Trailway Improvement
2026 Budget**

REVENUE SOURCES

Description	Proposed Budget	Percentage	Brief Description (how does the funding relate to the project/program; is it secured or pending funding)
Kalamazoo County Government Funding Request	\$23,000.00	17.90%	
Municipality-level Received Funds	\$0.00		
Federal/State	\$0.00		
Private Foundations	\$25,000.00		Contribution to construction costs, preliminary discussions held
Donations:	\$0.00		
Texas Charter Township	\$75,250.00		Contribution to construction costs and signage, budgeted
Project Oversight (Brooke Hovenkamp)	\$1,950.00		Superintendent
Project management and coordination (Kevin Herbert)	\$2,250.00		Building and Grounds Director
Fringe benefits	\$1,050.00		Estimated @ 25% of salary cost
Grant Total Revenue	\$128,500.00		

GRANT EXPENSES

Description	Proposed Budget	Percentage	Notes (enter specific titles and FTE #)
Personnel			
Salary	\$0.00	0%	
Fringe and Benefits	\$0.00		
Total Salary & Fringe	\$0.00		
Operating			
Printing	\$0.00	0%	
Software/Technology Solutions and Licenses	\$0.00		
Office Supplies	\$0.00		
Program Materials	\$0.00		
Advertising	\$0.00		
Internal Communications	\$0.00		
Travel	\$0.00		
Training	\$0.00		
Program Incentives	\$0.00		
Indirect Costs	\$0.00		
Total Operating Expenses	\$0.00		
Capital			
Facility Improvements or Building Costs	\$23,000.00	100%	Contribution toward construction costs
Vehicles	\$0.00		
Other Expenses	\$0.00		
Total Capital Expenses	\$23,000.00		
Grand Total Expenses	\$23,000.00		

**Total Requested Grant Award
\$23,000.00**

Purple section of trail: 660 linear feet
Blue section of trail: 1,890 linear feet

Purple and Blue Section total: 2,550 linear feet (≈ 0.48 miles, described as ~0.4 miles in grant narrative)





BOARD AGENDA ITEM

BOARD MEETING DATE: January 12, 2026
DEPARTMENT/COMMITTEE: Administration
SUBJECT: Permanent Superintendent Hire
SPECIFIC ACTION REQUESTED: Approval
TIME FRAME: January 2026
FUNDING SOURCE: Administration
IS THIS A BUDGETED ITEM? Account # (if known):
NEW OR RENEWAL? New

OTHER PERTINENT INFORMATION: The township’s interim superintendent began work on Wednesday, January 7, and the Board completed team effectiveness training with Dr. Bender on Friday, January 9. In December, HR Manager Puzevic drafted and forwarded to the Board the position description (PD) for the Superintendent.

The township has now been without a Deputy Superintendent for 14 months, creating a prolonged gap in the senior leadership structure. In the interest of sound leadership planning, organizational stability, and operational continuity, the Board may wish to consider the potential efficiencies and strategic advantages of concurrently posting the Superintendent and Deputy Superintendent positions. A coordinated approach could strengthen succession planning, ensure alignment of these important leadership roles, reduce recruitment costs, and support long-term organizational effectiveness.

What general timeframe would the Board like to establish for making permanent Superintendent and Deputy Superintendent hires? What next steps should be initiated to advance this process?

Motion for Consideration:

Possible motion based on discussion.

PERSON SUBMITTING: Supervisor JoAnne O’Rourke and HR Manager Puzevic

For Board Use Only:

This requires **voice vote:** Yes No This requires **roll-call vote:** Yes No

Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O’Neill_____ O’Rourke_____