

**PLANNING AND DEVELOPMENT SERVICES STAFF REPORT**

**For Planning Commission Meeting of October 16, 2007**

**SUBJECT: Grace Bible Church Site Plan for Planning Commission Approval  
(1300 South Maple Road) File No. 8361H16.9**

**PROPOSED CITY PLANNING COMMISSION MOTION**

The Ann Arbor City Planning Commission hereby approves the Grace Bible Church Site Plan for Planning Commission Approval and Development Agreement.

**STAFF RECOMMENDATION**

Staff recommends the site plan be **approved** because the contemplated development would comply with all applicable state, local, and federal laws, ordinances, standards and regulations; and the development would not cause a public or private nuisance and would not have a detrimental effect on the public health, safety or welfare.

**LOCATION**

This site is located on the west side of Maple Road adjacent to I-94, east of Pauline Boulevard (West Area; Allen Creek watershed).

**DESCRIPTION OF PROJECT**

The petitioner seeks approval for the alteration of existing wetlands and addition of 81,635 square feet of wetland mitigation to the site. The petitioner is also proposing to divide off the southern 15 acres for the construction of the 42 North apartments (separate item on tonight's agenda). A small drive is being proposed for the western edge of the Grace Bible Church parking lot to provide an emergency and Sunday-only link to the 42 North development to the south.

The mitigation is required for the removal of several wetlands on the adjacent 42 North site and the disturbance of wetlands on the Grace Bible Church site. As required by City Code, a 25-foot wide natural features buffer will be maintained around the perimeter of the wetland that is being preserved. The area of the proposed mitigation is the northwestern corner of the site. This location is adjacent to Hansen Park, which contains a high quality woodland and several wetlands. The mitigation area is immediately adjacent to a small wetland located in the I-94 right-of-way. This wetland and other adjacent natural features open space are will be restored and enhanced by the removal of invasive species, most notably Buckthorn. No Landmark trees or natural features will be removed for the creation of the wetland mitigation area. The mitigation area proposed will need to be approved by the Michigan Department of Environmental Quality (MDEQ).

*8d*

The detention area along Maple Road will be enlarged and reconfigured to accommodate storm water from the 42 North site. This shared detention basin has been preliminarily approved by the Washtenaw County Drain Commissioner.

**COMPARISON CHART**

		EXISTING	PROPOSED	REQUIRED
Zoning		R4B (Multiple-Family Dwelling District)	R4B	R4B
Gross Lot Area		1,513,710 sq ft (34.75 acres)	889,495 sq ft (20.42 acres) **	14,000 sq ft
Setbacks	Front	320 ft	No change	25 ft MIN
	Side	40 ft (north) 444 ft (south)	No change 252 ft (south)**	12 ft MIN Total of two must equal at least 26 feet
	Rear	730 ft	No change	30 ft MIN
Height		30 ft *	No Change	30 ft MAX
Parking – Automobiles		227 spaces	No change	283 spaces MIN (based on 1 space per 6 feet of pew and office/day care uses)
Parking – Bicycles		None	No change	15 spaces MIN

\* As defined by City Code, building height is: The vertical distance of a building measured from the average elevation of the finished grade within 20 feet of the building to the midpoint elevation of a gable roof.

\*\* After the land division is completed.

**SURROUNDING LAND USES AND ZONING**

	LAND USE	ZONING
<b>NORTH</b>	Public Park	PL (Public Land District)
<b>EAST</b>	Multiple -Family Residential	R4A (Multiple-Family Dwelling District)
<b>SOUTH</b>	Multiple -Family Residential	R3 (Townhouse Dwelling District)
<b>WEST</b>	I-94 Expressway	TWP (Township District)

**HISTORY**

The existing church building was built in 1971. In 1975-76, the church built two houses on the southern end of the property. In March 2007, the church received approval for three additions to the existing church totaling 28,297 square feet. The church has applied for a land division for

the southern 15.32 acres of the site. This property will be divided if the proposed 42 North project is approved.

### PLANNING BACKGROUND

This site is located in the West Area. The West Area Plan recommends expansion of the church use or high density residential uses.

### COMMENTS PENDING, UNRESOLVED OR NOTED

Systems Planning – This project is interdependent with the 42 North site with respect to the water main loop. Whichever project is constructed first will be required to complete the water main loop through the other site. Easements will be needed for the water main and storm water detention lines that service the adjacent site.

Planning – No new building floor area is being proposed. The plan as proposed eliminates three parking spaces from the March 2007 approved plan for the addition of the secondary access point. The natural features on the site will be enhanced through the mitigation and restoration of the wetlands on site.

Land Development Coordinator – Staff has noted items relating to wetland mitigation that must be addressed. In general, more detailed information about the wetland mitigation areas proposed the proposed water supply source must be provided to determine the feasibility of the proposed mitigation area. Staff wants to ensure that adequate water is supplied to support the proposed wetland type. This should be addressed before the plan proceeds to City Council. The mitigation area also needs approval from the MDEQ.

Washtenaw County Drain Commissioner – The plan has been preliminarily approved. However, a mutually binding agreement will be needed between the proposed development and Grace Bible Church for the operation and maintenance of the shared detention basin. An easement for the entire basin shall be granted by Grace Bible Church to the 42 North project.

Prepared by Matthew Kowalski  
Reviewed by Alexis DiLeo and Mark Lloyd  
jsj/10/11/07



Attachments: Zoning/Parcel Maps  
Aerial Photo  
Site Plan  
10/11/07 Development Agreement

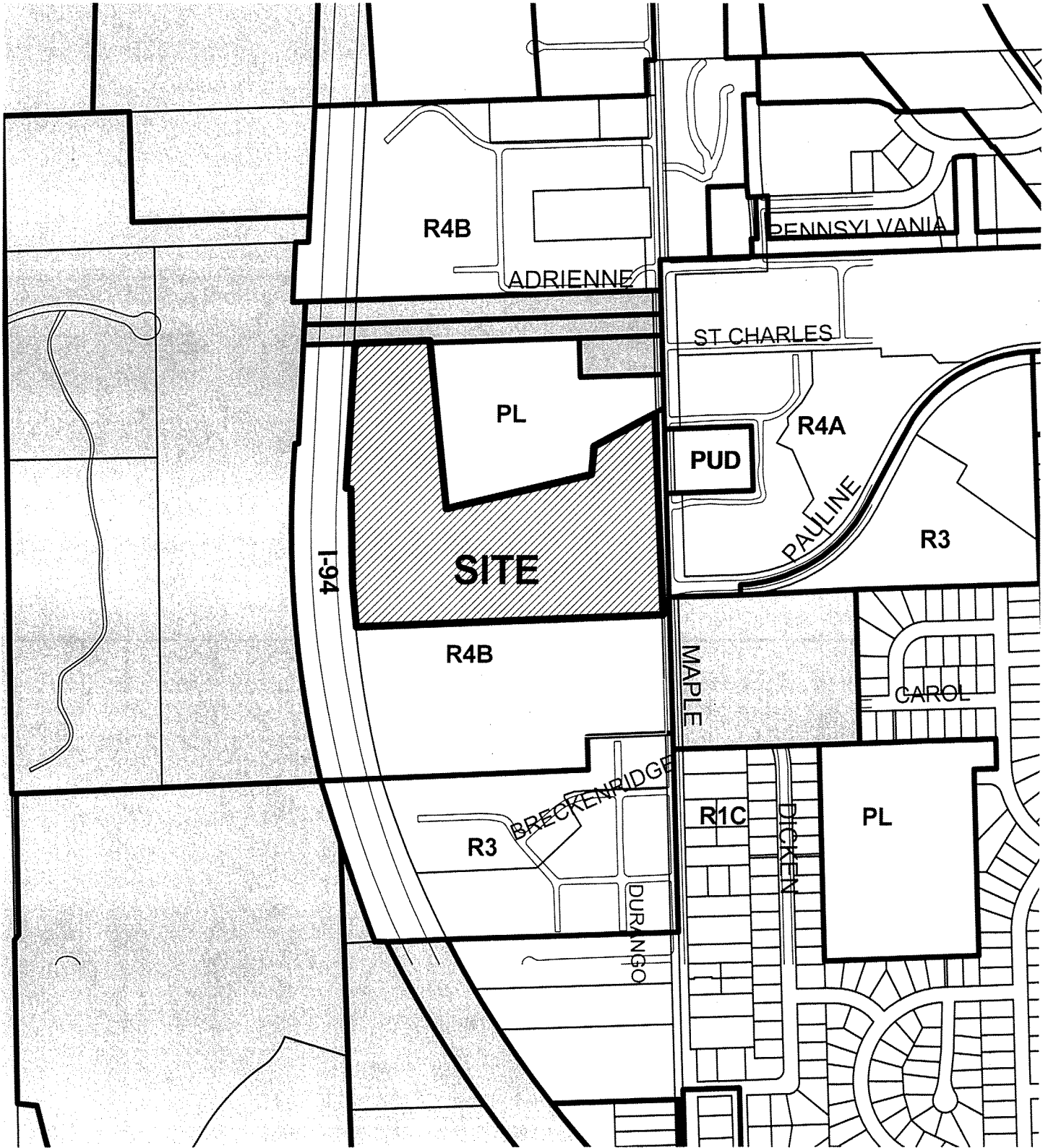
c: Owner: Grace Bible Church  
1300 South Maple Road  
Ann Arbor, MI 48103

Petitioner: Earl Ophoff  
Midwestern Consulting  
3815 Plaza Drive  
Ann Arbor, MI 48108

Systems Planning  
File No. 8361H16.9


# Grace Bible Church Site Plan

## Parcel and Zoning Map



 Township Zoning

250 0 250 Feet



# Grace Bible Church Site Plan

## Aerial Photo



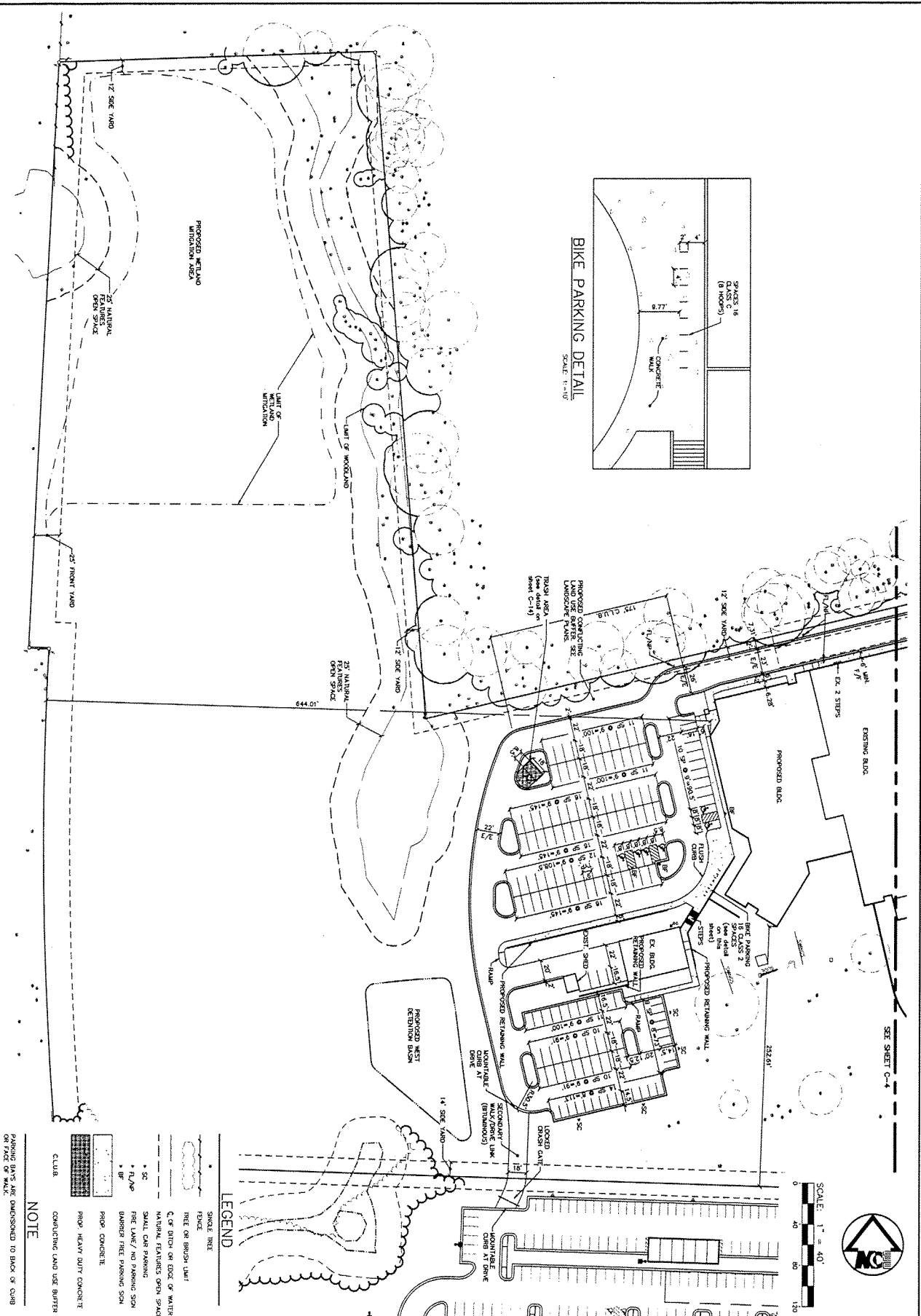
250 0 250 Feet



2002 Aerial Photo







**LEGEND**

- SPRUE TREE
- SHRUB
- FRUIT OR BUSHY PLANT
- C/O DITCH OR EDGE OF WATER
- NATURAL FEATURES OPEN SPACE
- SMALL CAR PARKING
- FREE LAWN/NO PARKING SIGN
- DANGER FREE PARKING SIGN
- PROPOSED CONCRETE
- PROPOSED HEAVY DUTY CONCRETE
- CONCRETE
- CLUBS

**NOTE**

PARKING SIGN USE DIMENSIONED TO BACK OF CURB OR FACE OF WALK

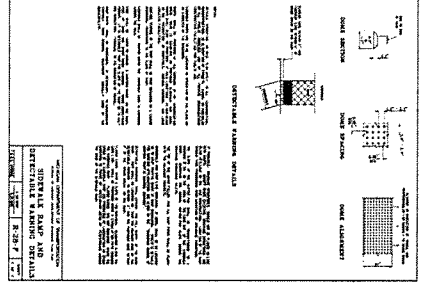
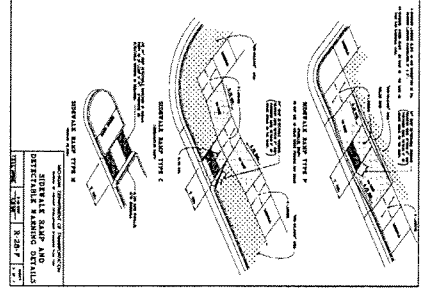
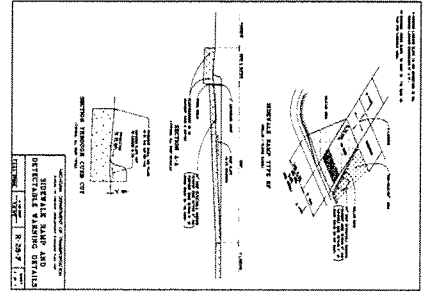
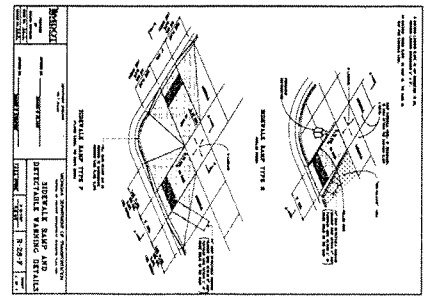
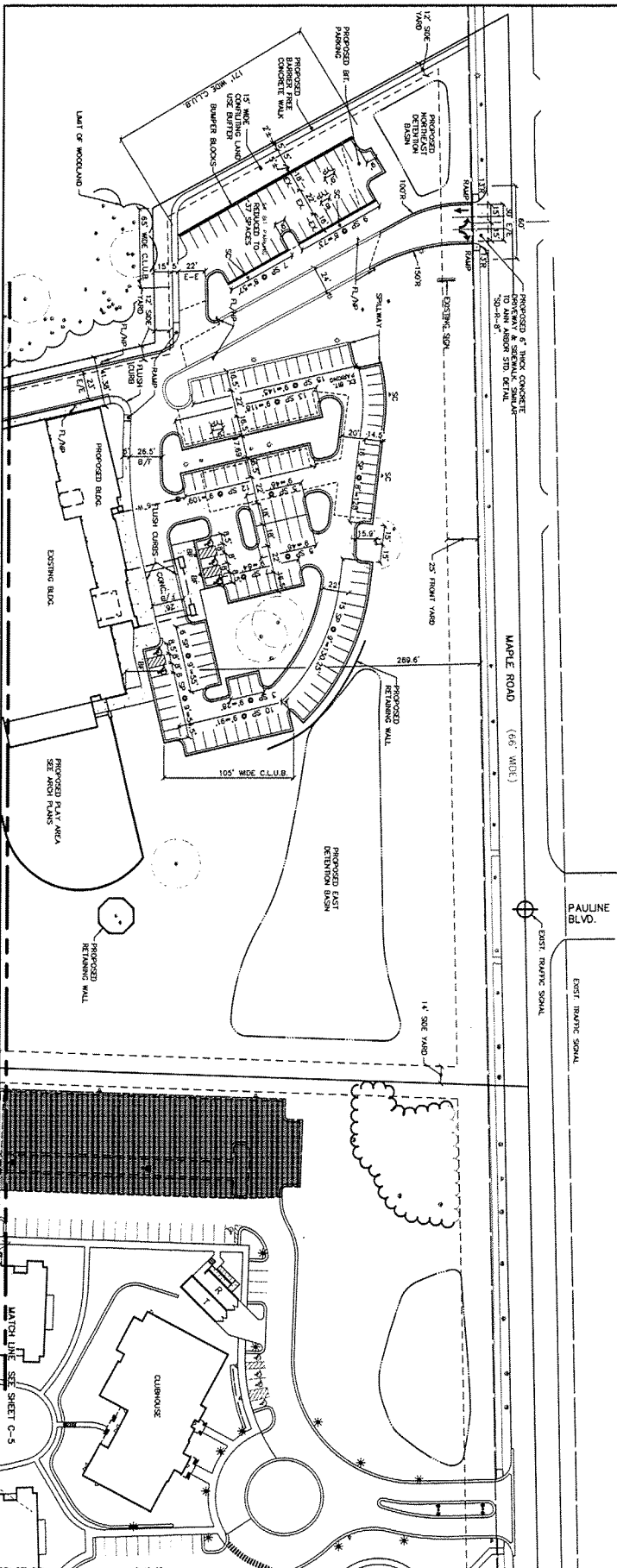
REV	DATE	BY	CHKD	APP'D
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20	10-11-07			

**C-5**

**GRACE BIBLE CHURCH**  
 SITE PLAN ADMINISTRATIVE AMENDMENT/LAND DIVISION  
 DIMENSIONAL SITE PLAN - WEST

**CLIENT**  
 GRACE BIBLE CHURCH  
 1302 S. MAPLE  
 ANN ARBOR, MI. 48103  
 KARL VOLLMAR  
 (734) 527-0879

**MIDWESTERN CONSULTING**  
 Civil, Environmental and Transportation Engineers  
 Planners, Surveyors  
 Landscape Architects  
 1615 Plaza Drive  
 Ann Arbor, Michigan 48106  
 Phone: 734.993.0200  
 Fax: 734.993.0288



**LEGEND**

- SINGLE RIB
- FENCE
- RIB OR BRUSH LIMIT
- C OF ROAD OR EDGE OF WATER
- NATURAL FEATURES OR OPEN SPACE
- 5' SC
- 5' FL/HP
- 5' BF
- PROP. HEAVY DUTY CONCRETE
- PROP. STAIRWAY PARAPET
- PROP. SHOULDER PARAPET
- PROP. LIGHT
- PROP. LIGHTS
- PROP. SHOULDER RETAINING WALL
- PROP. RETAINING WALL

**NOTES**

1. ALL SIGNALS OR RAMP TO BE CONSTRUCTED IN THE PUBLIC RIGHT-OF-WAY SHALL MEET ALL REQUIREMENTS AS SET FORTH IN THE ADA STANDARDS FOR ACCESSIBLE DESIGN. REFER ALSO TO THE CITY'S STREET SIGNMAINTENANCE DETAILS.
2. PARKING BAYS ARE DIMENSIONED TO BACK OF CURB OR FACE OF WALK.

**SCALE:** 1" = 40'

0 40 80 120

REV. NO.	DATE	BY	CHKD.
1	8-10-07	...	...
2	8-15-07	...	...
3	7-12-07	...	...

**C-4**

**GRACE BIBLE CHURCH**  
SITE PLAN ADMINISTRATIVE AMENDMENT/LAND DIVISION  
DIMENSIONAL SITE PLAN - EAST

**CLIENT**

GRACE BIBLE CHURCH  
1300 S. MAPLE  
ANN ARBOR, MI 48103  
MARL VOLLMAR  
(734) 507-0879

**MIDWESTERN CONSULTING**

Civil, Environmental and Transportation Engineers  
Pioneers, Surveyors  
Landscape Architects

3015 Plaza Drive  
Ann Arbor, Michigan 48108  
Phone: 734.965.0200  
Fax: 734.965.0599

**DRAFT  
10/11/07**

**GRACE BIBLE CHURCH DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 100 North Fifth Avenue, Ann Arbor, Michigan 48107, hereinafter called the CITY; and \_\_\_\_\_, a \_\_\_\_\_, with principal address at \_\_\_\_\_, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as Grace Bible Church, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Grace Bible Church, and desires site plan and development agreement approval thereof, and

WHEREAS, the PROPRIETOR desires to build or use certain improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, the CITY desires to insure that all of the improvements required by pertinent CITY ordinances and regulations be properly made, and that the PROPRIETORS will install these improvements prior to any permits being issued.

**THE PROPRIETOR HEREBY AGREES:**

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for *construction of public water and sanitary sewer mains, public and private storm water management systems, public streets, sidewalks and streetlights* ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the PROPRIETOR fails to construct the improvements, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above requiring it to commence and complete the improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR, if the PROPRIETOR does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.



(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the PROPRIETOR'S engineer inspects.

(P-4) Prior to the issuance of building permits, to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities and public streets. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public Improvement to be conveyed by the easement.

(P-5) To install all water mains, storm sewers, sanitary sewers and public streets, through the first course of asphalt, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any occupancy permits.

(P-6) To be included in a future special assessment district, along with other benefiting property, for the construction of additional improvements to Maple Road, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along Maple Road, frontage when such improvements are determined by the CITY to be necessary.

(P-7) To indemnify and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the PROPRIETOR, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.

(P-8) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as named insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

(P-9) Existing landmark trees shown on the site plan as trees to be saved shall be maintained by the PROPRIETOR in good condition for a minimum of three years after acceptance of the public improvements by the CITY or granting of Certificate of Occupancy Existing landmark trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public improvements or granting of Certificate of Occupancy, shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

(P-10) To construct, repair and/or adequately maintain on-site storm water management system. If the PROPRIETOR fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above, requiring it to commence and complete the items stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR if the PROPRIETOR does not complete the work within the time set forth in the notice.

(P-11) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area.

(P-12) Prior to the issuance of any permits, to submit to the CITY Land Development Coordinator for review and approval a five-year Wetland Monitoring Plan, to implement the plan concurrently with construction of the site improvements, to submit a Invasive Species Control Plan to be implemented

during the 5-year wetland monitoring period, and to submit an annual report regarding implementation of the Wetland Monitoring Plan recommendations to the CITY following issuance of certificates of occupancy.

(P-13) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, PROPRIETOR shall review existing noise sources surrounding said development and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-14) To include the elevation drawings, as submitted to City Council, as part of the approved site plan and to construct all buildings consistent with said elevation drawings. If the PROPRIETOR proposes any changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The PROPRIETOR is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-15) To remove all discarded building materials and rubbish from the development at least once each month during construction of the development improvements, and within one month after completion or abandonment of construction.

(P-16) Prior to application for and issuance of certificates of occupancy, to disconnect one footing drain from the sanitary sewer system in accordance with the *Guidelines for Completion of Footing Drain Disconnections, City of Ann Arbor - Development Offset-Mitigation Program* (November 2005 edition, as amended). The PROPRIETOR, however, may be allowed to obtain partial certificates of occupancy for the development prior to the completion of all of the required footing drain disconnects on a prorated basis, at the discretion of the CITY Public Services Area. CITY agrees to provide PROPRIETOR with a certificate of completion upon PROPRIETOR'S submittal of approved and final closed-out permits to the CITY Public Services Area.

(P-17) PROPRIETOR is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of PROPRIETOR has (have) legal authority and capacity to enter into this agreement for PROPRIETOR.

(P-18) Failure to construct, repair and/or maintain the site pursuant to the approved site plan and/or failure to comply with any of this approved development agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the PROPRIETOR complies with the approved site plan and/or the terms and conditions of the approved development agreement. The PROPRIETOR shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the approved site plan and/or development agreement.

(P-19) In addition to any other remedy set forth in this Agreement or in law or equity, if PROPRIETOR fails to make a timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-20) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

**THE CITY HEREBY AGREES:**

(C-1) In consideration of the above undertakings, to approve the Grace Bible Church Site Plan for Planning Commission Approval.

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To record this agreement with the Washtenaw County Register of Deeds.

**GENERAL TERMS**

Both the PROPRIETOR and the CITY agree as follows:

(T-1) This agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the PROPRIETOR, as set forth above in this Agreement and in the approved site plan, shall be binding on any successors and assigns in ownership of the following described parcel:

Commencing at the East 1/4 corner of Section 36, T2S, R5E, City of Ann Arbor, Washtenaw County, Michigan; thence N 01°19'00" W 555.25 feet along the East line of said Section 36 and the centerline of Maple Road (66 feet wide) to the POINT OF BEGINNING; thence N 88°05'08" W 1239.30 feet; thence along the Easterly right-of-way of the I-94 Expressway in the following three (3) courses: Northerly 500.31 feet in the arc of a curve to the right, radius 3674.83 feet, central angle 07°48'02", and chord N 01°02'41" W 499.92 feet; N 87°08'20" W 20.00 feet and N 02°51'40" E 568.31 feet; thence N 88°09'00" E 306.50 feet; thence S 04°27'00" E 649.24 feet; thence N 76°41'00" E 591.00 feet; thence N 01°19'00" W 110.00 feet; thence N 61°13'20" E 330.71 feet; thence S 01°19'00" E 877.98 feet along the East line of said Section 36 and the centerline of said Maple Road to the POINT OF BEGINNING, being a part of the NE 1/4 of Section 36, T2S, R5E, City of Ann Arbor, Washtenaw County, Michigan, and containing 21.08 acres of land, more or less, subject to the rights of the public over the East 33 feet as occupied by Maple Road and subject to easements and restrictions of record, if any.

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the PROPRIETOR, or any part of the approved site plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the PROPRIETOR in writing that the PROPRIETOR has satisfactorily corrected the item(s) the PROPRIETOR has failed to perform.

(T-6) This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.

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

CITY OF ANN ARBOR, MICHIGAN  
100 North Fifth Avenue  
Ann Arbor, Michigan 48107

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
John Hieftje, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Roger W. Fraser, City Administrator

Approved as to Form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

Witness:

\_\_\_\_\_

By: \_\_\_\_\_  
*Name, Title*

STATE OF MICHIGAN )  
 ) ss:  
County of Washtenaw )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared John Hieftje, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority.

\_\_\_\_\_  
NOTARY PUBLIC  
County of Washtenaw, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Washtenaw

STATE OF MICHIGAN )  
 ) ss:  
County of Washtenaw )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
County of Washtenaw, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Washtenaw

DRAFTED BY AND AFTER RECORDING RETURN TO:  
Ann Arbor Planning & Development Services  
Post Office Box 8647  
Ann Arbor, Michigan 48107  
(734) 994-2800