## PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of June 17, 2008

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 recommends that the Mayor and City Council approve the Grace Bible Church 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 the addition of 105,953 square feet of wetland mitigation to the site. 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 will be restored and enhanced by the removal of invasive species, most notably Buckthorn. Two small wetlands will be removed for the creation of the wetland mitigation area. No landmark trees will be removed. The mitigation area proposed will need to be approved by the Michigan Department of Environmental Quality (MDEQ).

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 proposed 42 North development to the south. The 42 North project was recommended for approval by the Planning Commission on May 20, 2008.

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Storm water detention will be located in a large basin adjacent to Maple Road. The detention area will be sized to accommodate storm water runoff from the 42 North site in addition to the Grace Bible Church 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

<sup>\*</sup>After the land division is completed.

## SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Public Park	PL (Public Land District)
EAST	Multiple -Family Residential	R4A (Multiple-Family Dwelling District)
SOUTH	Multiple -Family Residential	R3 (Townhouse Dwelling District)
WEST	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. A similar site plan for wetland mitigation was approved by Planning Commission in October 2007. Since that time, the MDEQ has finalized review of the wetland mitigation plan and determined additional mitigation requirements. The petitioner has revised the approved site plan to match the mitigation requirements of the MDEQ. 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 by City Council.

## **PLANNING BACKGROUND**

This site is located in the West Area. The <u>West Area Plan</u> recommends expansion of the church use or high density single-family 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 serve the adjacent site.

<u>Planning</u> –The area for wetland mitigation has been increased over the previous plan, which was approved in October 2007. The natural features on the site will be enhanced through the mitigation and restoration of the wetlands on site. No other changes to the approved site plan are being proposed at this time.

<u>Natural Areas Preservation</u> – Staff has reviewed and approved the proposed wetland mitigation plan and Natural Features Protection Plan. The mitigation area also needs final approval from the MDEQ.

<u>Washtenaw County Drain Commissioner</u> – 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 Connie Pulcipher and Mark Lloyd/

jsj/6/11/08

Attachments:

Zoning/Parcel Maps

Aerial Photo Site Plan

Summary of Wetland Permitting and Mitigation Requirements Provided by Petitioner

6/10/08 Draft Development Agreement

c: Owner:

Grace Bible Church 1300 South Maple Road Ann Arbor, Michigan 48103

Petitioner:

Midwestern Consulting

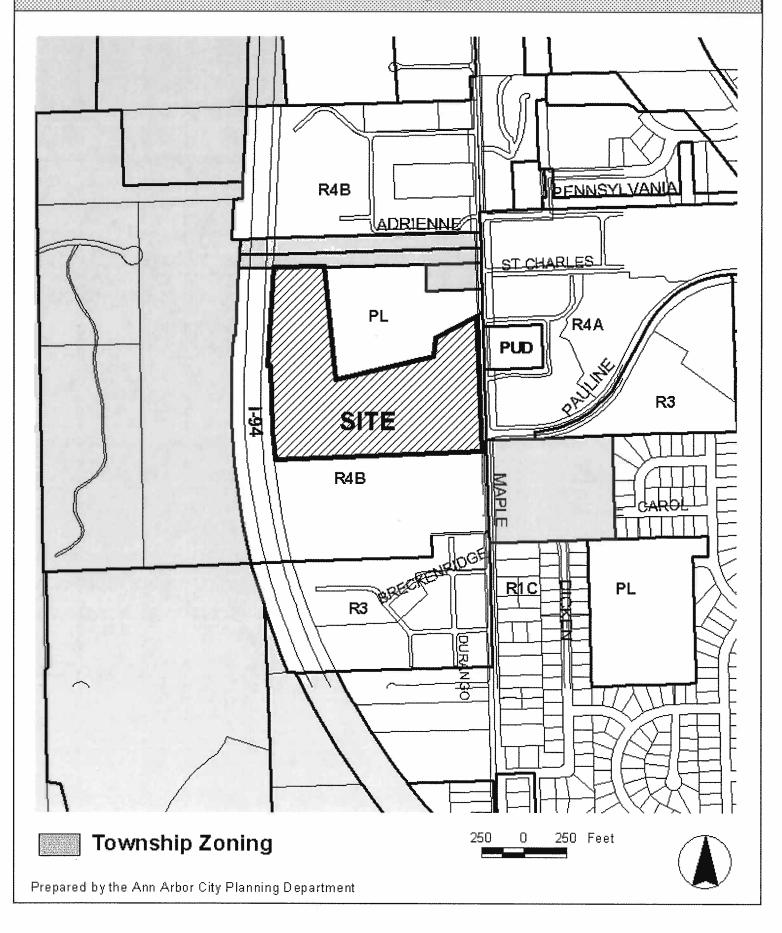
3815 Plaza Drive

Ann Arbor, Michigan 48108

Systems Planning File No. 8361H16.9

## Grace Bible Church Site Plan

## Parcel and Zoning Map



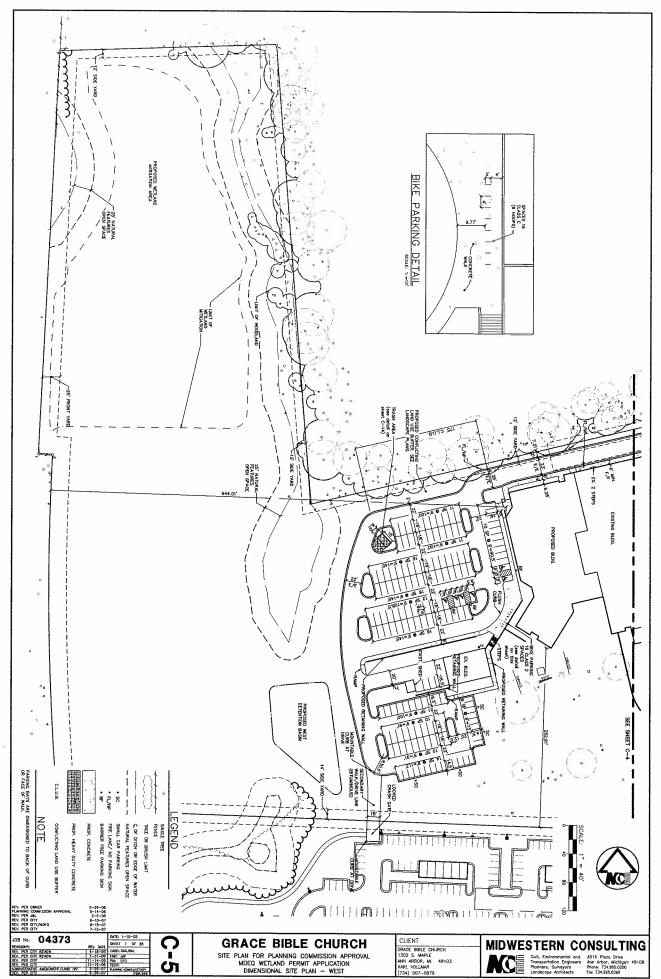
## Grace Bible Church Site Plan

## **Aerial Photo**



250 0 250 Feet

2002 Aerial Photo



# Grace Bible Church / 42 North Apartments Summary of Wetland Permitting and Wetland Mitigation Requirements

There are a number of wetlands on the Grace Bible Church site that will be impacted by the proposed development. Mitigation is required by the Michigan Department of Environmental Quality (MDEQ) and by the City of Ann Arbor in the form of created wetlands. The proposed Site Plan provides all of the required mitigation with a 2.43 acre wetland mitigation area proposed in the northwest portion of the Grace Bible Church site.

There are a total of 15 wetlands on the Grace Bible Church property totaling 2.34 acres. These wetlands represent a mix of emergent, shrub-scrub, and forested wetland types. These wetlands are generally small, disturbed by previous human activities, isolated and dominated by non-native invasive species (i.e. common buckthorn, purple loosestrife) which limits their ability to provide functions typically associated with more intact wetland systems.

The Michigan Department of Environmental Quality (MDEQ) regulates wetlands that are greater than five acres in size and wetlands that occur within 500 feet of an inland lake or stream. Of the 15 wetlands on-site, 4 are regulated by MDEQ. The Applicant has submitted a permit application to MDEQ to impact 2 of these MDEQ-regulated wetlands. The proposed wetland impacts total 0.38 acres of forested wetland and 0.32 acres of shrub-scrub wetlands. MDEQ requires that wetlands be created to mitigate unavoidable wetland impacts. The regulations require that 2 acres of forested wetland be created to compensate for each acre of forested wetland impacted; 1.5 acres of wetland need to be created for each acre of emergent and shrub-scrub wetland impacted. MDEQ requires a minimum of 1.01 acres of wetland (0.77 acres forested, 0.24 acres shrub-scrub) be created to compensate for unavoidable wetland impacts for this project.

ECT staff have met with James Sallee of the Michigan Department of Environmental Quality (MDEQ) on two separate occasions to review the wetland mitigation plan that had been submitted earlier and subsequent revisions. During those meetings the following items were discussed: mitigation required for impacts to different wetland community types, water control structure design, water budget for the proposed wetland mitigation area, revegetation requirements, habitat structures, erosion and sedimentation control measures, conservation easement signage, and wetland monitoring protocols. Revised wetland mitigation plans were submitted after the March 27 meeting, a subsequent meeting was held on April 28 to review the revised plans that had been submitted earlier. Mr. Sallee had several minor comments regarding erosion control measures and conservation easement signage; these comments have been addressed in subsequent submittals. The project team has been in contact with Mr. Sallee since the last submittal on May 27 when the plans were modified in response to his request to add three more signs delineating the conservation easement around the proposed wetland mitigation area. Based on our communications with him, expect to receive an MDEQ permit shortly.

The City of Ann Arbor regulates all of the wetlands on the site, regardless of their size or proximity to inland lakes and streams. A total of 1.31 acres of wetland will be impacted by the project; 0.70 acres of these wetland impacts are regulated by MDEQ and the City of Ann Arbor and 0.61 acres if these wetland impacts are regulated only by the City of Ann Arbor. Ann Arbor has the same wetland mitigation requirements as MDEQ. A total of 2.43 acres of mitigation are required by the City of Ann Arbor of which 1.01 acres also meet MDEQ mitigation requirements. The proposed mitigation plan provides 2.43 acres of required wetland of which 0.18 acres are emergent, 0.41 are shrub-scrub, and 1.84 are forested. Staff from the City's Natural Areas Program stated that the wetland mitigation plan for the project meets City requirements on June 5, 2008.

### GRACE BIBLE CHURCH DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2008, 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 Grace Bible Church, a non-profit organization, with principal address at 1300 South Maple Road, Ann Arbor, Michigan 48103, 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 PROPRIETOR 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 main and private storm water management systems ("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.
- (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 and sanitary sewers, 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 provide access for the adjacent parcel to the south, site planned as 42 North, to allow installation and maintenance of required site improvements associated with the 42 North project, including, but not limited to, the following: wetland mitigation, storm water detention, and installation of water main.
- (P-8) 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-9) 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-10) 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-11) 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-12) 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-13) 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-14) 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-15) 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-16) 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-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 Planfor 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.

Witnesses:	CITY OF ANN ARBOR, MICHIGAN 100 North Fifth Avenue Ann Arbor, Michigan 48107
	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:	Grace Bible Church a non-profit organization 1300 South Maple Road Ann Arbor, Michigan 48103
	By: Jack Geddes, Elder Chairman

STATE OF MICHIGAN	)	
County of Washtenaw	) ss: )	
and Jacqueline Beaudry to be the persons who ex of said Corporation, and	, Clerk of the City of Ann xecuted this foregoing ins	before me personally appeared John Hieftje, Mayor, Arbor, a Michigan Municipal Corporation, to me known strument, and to me known to be such Mayor and Clerk executed the foregoing instrument as such officers as uthority.
,		NOTARY PUBLIC County of Washtenaw, State of Michigan My Commission Expires: Acting in the County of Washtenaw
STATE OF MICHIGAN	) ) ss:	
County of Washtenaw )		
Chairman, Grace Bible C	Church, to me known to b	before me personally appeared Jack Geddes, Elder be the person who executed the foregoing instrument, g 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: Mark Lloyd, Manager Ann Arbor Planning & Development Services Post Office Box 8647 Ann Arbor, Michigan 48107 (734) 994-2800