

AGENDA
Cascade Charter Township Planning Commission
Monday, February 02, 2015
7:00 pm
Cascade Library Wisner Center
2870 Jacksmith Ave. SE

- ARTICLE 1. Call the meeting to order
Record the attendance**
- ARTICLE 2. Pledge of Allegiance to the flag**
- ARTICLE 3. Approve the current Agenda**
- ARTICLE 4. Approve the Minutes of the January 19, 2015 meeting**
- ARTICLE 5. Acknowledge visitors and those wishing to speak to non-agenda items.
(Comments are limited to five minutes per speaker.)**
- ARTICLE 6. Case # 14-3208 Thornapple Hill PUD
Property Address: 6868 Cascade Road
Requested Action: The Applicant is requesting a recommendation to the
Township Board for approval of the PUD Rezoning with the PUD Ordinance.**
- ARTICLE 7. Case # 14-3225 Vaneck Enterprises (Panera Bread)
Property Address: 5630 28th Street SE & 2828 Kraft
Requested Action: The Applicant is requesting a recommendation to the
Township Board for approval of the PUD Rezoning with the PUD Ordinance.**
- ARTICLE 8. Any other business**
- ARTICLE 9. Adjournment**

Meeting format

1. **Staff Presentation** *Staff report and recommendation*
2. **Project presentation-** *Applicant presentation and explanation of project*
 - a. **PUBLIC HEARINGS**
 - i. **Open Public Hearing.** *Comments are limited to five minutes per speaker; exception may be granted by the chair for representative speakers and applicants*
 - ii. **Close public hearing**
3. **Commission discussion – May ask for clarification from applicant, staff or public**
4. **Commission decision - Options**
 - a. *Table the decision*
 - b. *Deny*
 - c. *Approve*
 - d. *Approve with conditions*
 - e. *Recommendation to Township Board*

MINUTES

Cascade Charter Township Planning Commission
Monday, January 19, 2015
7:00 P.M.

ARTICLE 1. Chairman Pennington called the meeting to order at 7:00 PM.
Members Present: Lewis, Pennington, Rissi, Robinson, Waalkes, Williams
Members Absent: Hammond, Mead, Sperla (Excused)
Others Present: Community Development Director, Steve Peterson, and others listed on the sign in sheet.

ARTICLE 2. Pledge of Allegiance to the flag.

ARTICLE 3. Approve the current Agenda.

Motion by Member Lewis to approve the Agenda. Support by Member Robinson. Motion carried 6-0.

ARTICLE 4. Approve the Minutes of the December 1, 2014 meeting.

Motion by Member Robinson to approve the minutes of the December 1, 2014 meeting as written. Support by Member Rissi. Motion carried 6-0.

ARTICLE 5. Acknowledge visitors and those wishing to speak to non-agenda items (Comments are limited to five minutes per speaker.)

Ken Carey, 2929 Thornapple River Drive came forward. I spoke at the last meeting regarding drainage. I have a lawsuit pending and the new development behind Portabella Road concerns me. I am not opposed to it. I would just like to know the procedures taken by the Board in approving it and how it addresses drainage. I'm still looking for information regarding my issues and want to make sure the paperwork is available and where I can get the information. I'd like to see the procedures that are followed by the Board and I feel you need to do a better job of protecting residents that are already in the locations you are approving.

ARTICLE 6. Case #14-3225 Vaneck Enterprises

Public Hearing

Property Address: 5630 28th Street & 2828 Kraft SE

Requested Action: The applicant is requesting to rezone property to Planned Unit Development for new 4,500 sq. ft. restaurant and make minor modifications to 2828 Kraft Avenue.

Director Peterson presented the case. This property is part of the Centennial

Park Development and is already zoned Planned Unit Development. The property's boundary is Kraft Avenue to the West and 28th Street to the north. This is the vacant lot that currently has the sign for 2828 Kraft. They're essentially breaking out for their own PUD for this specific project. The building will be approximately 4,500 sq. ft. with a drive-thru for a Panera Bread restaurant. They'll be moving Panera Bread from the Wendy's plaza. There are some minor modifications to the property to the south where they're making some improvements to the parking on the site.

The Centennial Park PUD is in place as well as the Centennial Park Overlay Zoning District which sets parameters of what's allowed in the district. This project is following the guidelines with a few minor items that aren't meeting all of our requirements which is why the PUD rezoning is warranted. 28th Street has the Clear Vision corner which is quite common on a main road so we don't have the full buffer yard requirement from the property line to the parking lot. They're not technically meeting the requirement of some space between the property line and the parking lot. This is very similar to how we treated the buffer yard in front of Meijer. They're also seven feet (7) short of the buffer yard requirements on the back of the site. There's still enough room for plantings and landscaping on the site. The last exception is the driveway spacing onto Foremost Drive. The new driveway is 85 feet from the existing driveway and we require 100 feet of spacing. The 15' difference would be an exception to our Ordinance. I would be more concerned about this on a busier street, but this is a less traveled road with slower speeds. The project has been reviewed by the Centennial Park Review Board which is made up of business owners and township representatives to make sure all requirements are met for the Centennial Park Overlay District. Their comments have been addressed and they're meeting the requirements for signage according to the Centennial Park Overlay Zoning District. The lights along 28th Street and Foremost will match what the DDA has installed and the lights along Kraft Avenue will be the typical lights you see throughout the rest of the Township. Storm water will be underground detention which meets our Storm Water Ordinance and the Township Engineer has reviewed the plans. The only item not addressed is the Storm Water Maintenance Agreement and that's something we follow up on when the project has been approved. The Engineer has recommended approval. The Master Plan for this area is mixed use which allows for commercial, office, and residential. This fits into what we'd envisioned for this site. There will be some cross connections between the two properties and there will be some pedestrian connections from the site into the DDA sidewalks as well. It's my recommendation that we approve the request with the following conditions:

- We execute the Storm Water Maintenance Agreement.
- We execute the cross access agreement.
- We execute the Centennial Park sign easement.

Member Williams asked if the existing office building and the new restaurant are owned by the same company. Director Peterson stated that it is the same owner. Member Lewis stated he was concerned with a drive-thru and the stacking of vehicles in the parking lot, but feels this plan was very well thought out and he no longer has any concerns with the drive-thru. Director Peterson stated that it does have a lot of stacking.

I wanted to point out there is going to be a small retaining wall along the pathway that will only be about 1-2 feet high. The sign that's currently there will be removed, but there will be space for a future Centennial Park business sign.

Member Rissi asked if there was any concern with the driveways being so close together and would it be better to combine the two driveways. Director Peterson stated since it's a very low volume, low speed exit, it's not as great a concern. It would be better to have the traffic on Foremost rather than an additional curb cut onto Kraft Avenue.

Member Lewis stated because the Centennial Park Review Board approved he's very comfortable with the plan moving forward.

Member Waalkes asked whether the Road Commission was okay with the two separate drives rather than one. Director Peterson stated the Road Commission was more concerned with getting the driveway as far away from 28th Street as possible. It does meet our spacing requirements from 28th Street.

Chairman Pennington requested the applicant come forward with comments.

Jeffrey Parker, Jeffrey Parker Architects, answered questions on behalf of the Applicant. Director Peterson did a nice job presenting our project. The only question unanswered was the ownership of the property. Mike Kasmauskis who owns the Image building as well as this piece of property will continue to own it. The land Panera sits on will be a land lease. The building and everything on it will be maintained by Panera Bread.

Member Rissi asked how many parking spaces will be on the site. Mr. Parker responded we usually have between 45-50 spaces.

Member Waalkes made a motion to open the Public Hearing. Support by Member Rissi. Motion Carried 6-0.

Chairman Pennington asked if there was anyone wishing to speak on the Public Hearing to please come forward.

No one wished to speak at the Public Hearing.
Member Robinson made a motion to close the Public Hearing. Support by Member Rissi. Motion carried 6-0.

Member Waalkes made a motion to approve the rezoning to Planned Unit Development with the conditions for the Storm Water Maintenance Agreement, the Cross Access Agreement, and the easement for Centennial Park signage. Support by Member Robinson. Motion Carried 6-0.

ARTICLE 7. Proposed Work Plan for 2015

Director Peterson presented the Proposed Work Plan for 2015.

- M-37/60th Street/Patterson Avenue – options were discussed to encourage development.
- Current vision within the Village area with the DDA.
- Food Truck Regulations.
- Transit Options are ongoing.

ARTICLE 8. Planning Department 2014 Annual Report

ARTICLE 9. Election of Officers

Member Lewis made a motion to re-elect the current officers to their positions.

- **Member Mead - Secretary/VRDC Rep.**
- **Member Pennington – Chairman**
- **Member Waalkes – Vice Chair**
- **Member Hammond – Zoning Board of Appeals**

Support by Member Robinson. Motion carried 6-0.

ARTICLE 10. Any other business

ARTICLE 11. Adjournment

Motion by Member Robinson to adjourn. Support by Member Waalkes . Motion carried 6-0. Meeting adjourned at 7:42 PM.

Respectfully submitted,
Aaron Mead, Secretary

Ann Seykora/Debra Groendyk
Planning Administrative Assistant

Memorandum

To: Cascade Charter Township Planning Commission
From: Steve Peterson, Community Development Director
Subject: Case 14-3208 Thornapple Hill
Meeting date: February 2, 2015



At the Public hearing on November 17, 2014 the Planning Commission awarded preliminary approval of the PUD rezoning subject to following conditions:

1. Have any outstanding items worked out with the Township Engineer.
2. Compliance with the Fire dept. letter dated September 22, 2104.
3. Provide a recorded notice that informs future owners of the surrounding businesses.
4. The pedestrian path through the project will be open to the public
5. The design of the pedestrian path must be approved by the Township Engineer.

The applicant has reviewed the PUD Ordinance and the storm water maintenance agreement and has agreed with the language. The developer has asked to make a slight change to the project regarding the pathway through the project. The PUD Ordinance is written that requires the developer to provide an easement for the pathway through the project. It does not require the developer to build the pathway. I believe this is a little different from what was approved so I wanted to bring it to your attention.

Given the fact that the pathway would not connect to anything at this time it seems appropriate to wait to construct the path until such time that it could connect. I recommend that you forward a positive recommendation to the Township Board for approval of the PUD rezoning with the PUD Ordinance.

The Township Board will hold an additional public hearing to consider your recommendation.

Attachments: Storm water maintenance agreement
Proposed PUD Ordinance
Notice to be recorded

**SITE DEVELOPMENT AND STORM WATER RUNOFF FACILITY
MAINTENANCE AGREEMENT**

This Site Development and Storm Water Runoff Facility Maintenance Agreement (the "Agreement") is executed this __ day of _____, 2014, between Cascade Charter Township, whose address is 2865 Thornhills Ave, Grand Rapids Michigan 49546 (the "Township"); and G Place, LLC, a Michigan limited liability company, whose address is 5723 Manchester Hills Drive, Grand Rapids, MI 49546 (the "Developer").

WHEREAS, the Developer is the owner of certain property known and numbered as 6868 Cascade Road located within the boundaries of the Township (the "Property") on which Developer anticipates developing two three-unit residential buildings (the "Project").

WHEREAS, the Developer has obtained a storm water permit for the development of the Property pursuant to Storm Water Ordinance, Ordinance #7 of 2002, as amended; and

WHEREAS, the Storm Water Ordinance requires the Developer to maintain storm water runoff facilities on the Property by entering into a maintenance agreement with the Township; and

WHEREAS, the Developer agrees that the construction, operation and maintenance of the storm water runoff facilities are necessary to protect the public health, safety and welfare,

NOW, THEREFORE, in consideration of the Developer's development of the Project, the parties wish to enter into this Agreement as follows:

Section 1 – Storm water drainage

Cascade Charter Township has agreed to approve the site plan for the Project so long as the Project (and any and all portions thereof) complies with the Cascade Charter Township Stormwater Ordinance as that ordinance exists as of the date of the approval of the site plan (which shall be referred to hereinafter as the “Stormwater Ordinance”). Accordingly, the Project is required to ensure the proper installation and permanent maintenance of any and all storm drainage and water retention systems, pipes, ponds, and facilities for the Project (collectively, the “Facilities”) shown on the approved site plan or as otherwise required by the Cascade Charter Township Stormwater Ordinance. Such requirements and obligations include, but are not necessarily limited to, the following:

- i. Maintenance and repair regarding the following items shall be done on a regular basis following the completion of the Project and in such fashion as to ensure that all components of the Facilities function properly at all times:
 1. Sediment removal;
 2. Erosion control;
 3. Structural integrity of the physical systems; and
 4. Designated access to the facilities.
- ii. The Township (including its designated officials, officers, agents, and contractors) shall have the right to physically inspect all aspects of the Facilities at all reasonable times, or any other times if, in the opinion of the Township, there is a threat to the public health, safety, or welfare.
- iii. Buildings, structures, landscaping, and trees (except as shown on the Landscaping Plan approved by the Township) or similar items (excluding paving, which shall be permitted) shall not be installed, planted, or placed over any portion of the Facilities without prior written Township approval, not to be unreasonably withheld.
- iv. The Township shall be supplied with an engineer’s “as-built” certification to certify that the Facilities as constructed and installed match the approved design. The Township shall also be supplied with a reduced copy of the approved site plan graphically showing the location of the Facilities, together with any and all easements therefor.
- v. Should the Facilities not be properly installed, maintained, and/or repaired in compliance with all of the requirements of the approved site plan and the Stormwater Ordinance due to

the fault or neglect of the Developer or other owner of the Property, and any such noncompliance or deficiency shall not have been fully remedied within 30 days of the date when the Township has given written notice of any such noncompliance or deficiencies (provided that if such noncompliance or deficiency cannot reasonably be remedied within 30 days, then the Developer or owner, as applicable, shall have such additional time as is necessary, provided it commences to remedy the noncompliance or deficiency within such 30 day period and proceeds with due diligence), the Township, at its sole option and discretion, shall have the right and authority to perform any and all installations, repairs, and/or maintenance which is reasonably to comply with the approved site plan and the Stormwater Ordinance (and none other) and charge back the costs thereof to the owner of the Property.

- vi. Notices. Any notices, copies, or payments to be served by one party on the other in accordance with the terms of this Agreement shall be served either by certified mail, return receipt requested or by overnight delivery by a recognized national courier, at the address given above or at such other address as may be specified by the party from time to time. Notice shall be deemed delivered three days after deposit with U.S. Mail or one day after deposit with the overnight delivery service.

Section 2. Recording.

The obligations under this Agreement are covenants that run with the land, and bind the successors in title of the Developer. This Agreement shall be recorded with the Kent County Register of Deeds at the Developer's sole expense and a copy of the recorded Agreement shall be supplied to the Township.

The parties have executed this Agreement on the ____ day of, _____ 2014.

Cascade Township

*

State of Michigan)

)ss.

County of Kent)

On this ___ day of _____, 20___, before me a Notary Public, personally appeared _____, the _____ of Cascade Charter Township, a Michigan municipal corporation, who, being first duly sworn did say they signed this document on behalf of the Township.

*

Notary Public, Kent County, Michigan

My commission expires: _____

***Print or type name beneath signature**

G Place, LLC

By: _____

*

Its: _____

State of Michigan)

)ss.

County of Kent)

On this ___ day of _____, 2014, before me a Notary Public, personally appeared _____ the _____ of G Place, LLC, a Michigan limited liability company, who being first duly sworn, did say they signed this document on behalf of said limited liability company.

*

Notary Public, Kent County, Michigan

My commission expires: _____

***Print or type name beneath signature**

Drafted by/After Recording, Return to:

Mr. Steve Peterson
Planning Director
2865 Thornhills SE

Grand Rapids MI 49546



CASCADE CHARTER TOWNSHIP

Ordinance of 2014

AN ORDINANCE TO AMEND THE CASCADE CHARTER TOWNSHIP ZONING
ORDINANCE AND ZONING MAP TO ESTABLISH THE

PLANNED UNIT DEVELOPMENT PROJECT.

CASCADE CHARTER TOWNSHIP ORDAINS:

SECTION I. AN AMENDMENT TO THE CASCADE CHARTER TOWNSHIP ZONING
ORDINANCE.

The application received from G place LLC or its assigns (hereafter referred to as the "Developer") for Planned Unit Development designation for the proposed Thornapple Hilltop Project (hereinafter referred to as the "Project") was recommended by the Cascade Charter Township Planning Commission for approval on _____. The Project is recommended by the Planning Commission for rezoning from the B1, village business property to P.U.D. designation allowing two three unit residential buildings. Approval of the proposed PUD requires an amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission's recommendations and the final actions of the Cascade Charter Township Board. On _____, 2014, the Cascade Charter Township Board approved the PUD as specified in this document.

SECTION II. LEGAL DESCRIPTION.

PART OF GOVT LOT 8 COM 172.0 FT S 0D 00M 00S ALONG N&S 1/4 LINE FROM N 1/4
COR TH S 89D 14M 00S E PAR WITH N SEC LINE 104.50 FT TH S 36D 15M 00S E PAR
WITH WLY LINE OF CASCADE RD /100 FT WIDE/ 238.43 FT TH S 30D 33M 18S E 75.58
FT TH S 43D 18M 00S E 33.0 FT TH S 41D 29M 00S W 158.40 FT TH N 71D 05M 00S W
213.20 FT TO N&S 1/4 LINE TH N OD 00M 00S ALONG N&S 1/4 LINE 332.70 FT TO BEG
* SEC 16 T6N R10W 1.87 A.

Parcel Number: 41-19-16-201-017

Property Address: 6868 CASCADE RD SE

Insert here

SECTION III. GENERAL PROVISIONS.

The conditions, requirements, and regulations contained in this document shall apply to the Project in addition to those requirements and regulations contained in Chapter XVI of the Cascade Charter Township Zoning Ordinance (Ordinance No. 11 of 1988).

SECTION IV. PURPOSE.

The Project occupies approximately 1.87 acres of land that is proposed to be developed as a residential project. The Planned Unit Development technique has been chosen by the Developer to provide more control over the development's aesthetics and appearance and to accommodate the potential for a second phase of the project.

The conditions, requirements, and regulations contained in this document are established to ensure high quality development of the Project. Additionally, they are designed to achieve integration of this development with adjacent and area land uses.

SECTION V. APPROVAL LIMITATIONS.

- A. The provisions of this Ordinance ("this Ordinance") are not intended as a substitute for the Cascade Charter Township Zoning Ordinance and the General Development Plan, nor do they in any way relieve the Developer from obtaining all approvals and permits required by the Township, except as otherwise expressly provided herein. In the event that a development issue or site plan element is not expressly addressed by this Ordinance, the specifications and requirements of the Cascade Charter Township Zoning Ordinance shall apply. Furthermore, all other applicable Cascade Charter Township ordinances shall still govern the Project where applicable.
- B. Except as expressly otherwise provided herein, the Developer and its assigns must meet all applicable provisions, ordinance requirements, and regulations of Cascade Charter Township, as well as federal, county, and state law, and must obtain all necessary approvals from state and county governmental agencies that are required for construction, operation, or use.
- C. This PUD approval is expressly contingent upon all conditions of approval herein remaining fully effective and valid. If any condition imposed herein is determined to be invalid, illegal or contrary to law as a result of a successful legal challenge by the Developer or its assigns, or any other party, the Township reserves the right to review the entire Project under the PUD provisions of the Cascade Charter Township Zoning Ordinance, and further, to withdraw its approval of this PUD if the Township finds that, absent the effect of any condition imposed herein, the PUD no longer meets the standards for PUD approval contained in the Zoning Ordinance.

- D. All conditions contained herein and in the final approved site plan shall be binding upon the Developer, as well as its successors, tenants and assigns. The conditions may be modified or amended only pursuant to a formal amendment of the PUD approval, approved site plan, and ordinance amendment. The Project must be constructed, operated and maintained, and all properties therein used, in strict compliance with the PUD approval (including this Ordinance and the final approved site plan), and no deviations can occur without prior formal written approval by the Township. So-called minor deviations shall not occur or be made unilaterally by the Developer or its successors, tenants, or assigns. Any deviation without prior formal written approval by the Township will constitute a violation of this Ordinance and the Cascade Charter Township Zoning Ordinance. Notwithstanding the forgoing, minor changes to the site plan may be approved administratively by the Planning Director provided the changes comply with all applicable requirements of the Cascade Charter Township Zoning Ordinance and all other Township regulations or state law. Minor changes subject to administrative review are defined in Section 21.04 of the Cascade Charter Township Ordinance. Any other changes shall require an amendment or variance to this Ordinance.
- E. This approval document shall be recorded with the Kent County Register of Deeds by the Developer prior to construction occurring on site and shall run with and bind the lands involved. Copies of this recorded document shall be supplied by the Developer to the Cascade Charter Township Clerk.
- F. Failure to comply with the site plan or any condition of approval herein shall be deemed to be both a nuisance per se and a violation of the Cascade Charter Township Zoning Ordinance.
- G. **The Gerald R. Ford International Airport.**
- The Developer shall expressly disclose to the tenants of the project in writing that the Project is located in the vicinity of the Gerald R. Ford International Airport and that there may be noise, vibration, and property valuation impacts associated with such location.
- H. Prior to recording a copy of this document as specified in Section V(E) hereof, the Developer shall type the following statement onto the end of this document (or add an additional page to the document) as follows, and shall sign and date the same:
- “G Place LLC has fully read the above PUD ordinance amendment, understands its provisions and fully agrees with all requirements and conditions contained in the same, on behalf of it and its assigns, successors, and transferees in and to the property involved.”

SECTION VI. PERMITTED USES.

The permitted uses for the Thornapple Hilltop PUD are as follows:

- A. Two, 3-unit residential buildings.
- B. Signs. All signs for the Project shall conform with Section 6.02 of the Cascade Charter Township Sign Ordinance (Ordinance 14 of 1997, as amended).

SECTION VII. DESIGN GUIDELINES AND REQUIREMENTS.

The Project shall be developed in accordance with the site plan approved by the Township in conjunction with this Ordinance. No alterations, expansions or additions may occur as to the Project without a formal amendment to this Ordinance, unless expressly otherwise authorized herein.

- A. **Maximum Number of Residential Units** - The maximum number of residential units within the Project shall be limited to six (6) units.
- B. **Maximum Building or Structure Height** - 35 feet or 2½ stories whichever is the less.
- C. **Setback Requirements**

All unit buildings and structures shall meet the following minimum setback requirements:

- 1. **Front Yard Setback:** 20 feet
- 2. **Side Yard Setback:** minimum of 8 feet to the property lines and a minimum of 16 feet between buildings.
- 3. **Rear Yard Setback:** 30feet.

- D. **Minimum Floor Area**

Each dwelling unit shall contain a minimum of:

- 1. 1,700 square feet on the main floor, finished livable area above grade level, exclusive of garages, decks, porches and breezeways.

- E. **Outdoor Lighting** – Shall be in compliance with the Cascade Township Zoning Ordinance as amended.

- F. **Stormwater Drainage** –

In lieu of requiring that an Act 433 agreement or a drainage district be established with the Kent County Drain Commissioner, Cascade Charter Township has

agreed to approve the site plan for the Project so long as the Project (and any and all portions thereof) complies with the Cascade Charter Township Stormwater Ordinance (as that ordinance exists as of the date of the approval of the site plan (which shall be referred to hereinafter as the “Stormwater Ordinance”). Accordingly, the Property is required to ensure the proper installation and permanent maintenance of any and all storm drainage and water retention systems, pipes, ponds, and facilities for the Project (collectively, the “Facilities”) shown on the approved site plan or as otherwise required by the Cascade Charter Township Stormwater Ordinance. Such requirements and obligations include, but are not necessarily limited to, the following:

- i. Maintenance and repair regarding the following items shall be done on a regular basis following completion of the Project and in such fashion as to ensure that all components of the Facilities function properly at all times:
 1. Sediment removal;
 2. Erosion control;
 3. Structural integrity of the physical systems; and
 4. Designate access to the facilities.
- ii. The Township (including its designated officials, officers, agents, and contractors) shall have the right to physically inspect all aspects of the Facilities at all reasonable times, or any other times if, in the opinion of the Township, there is a threat to the public health, safety, or welfare.
- iii. Buildings, structures, landscaping, trees, (except as shown on the landscaping plans approved by the Township) or similar items (excluding paving, which shall be permitted) shall not be installed, planted, or placed over any portion of the Facilities without prior written Township approval, not to be unreasonably withheld.
- iv. The Township shall be supplied with an engineer’s “as-built” certification to certify that the Facilities as constructed and installed match the approved design. The Township shall also be supplied with a reduced copy of the approved site plan graphically showing the Facilities, together with any and all easements therefor.
- v. Should the Facilities not be properly installed, maintained, and/or repaired, in compliance with all of the requirements of the approved site plan, and the Stormwater Ordinance (whether due to the fault or neglect of the Developer or owner of the Property), and any such noncompliance or deficiency shall not have been fully remedied within 30 days of the date when the Township has given written notice of any such noncompliance or deficiencies (provided that if such noncompliance or deficiency cannot reasonably be remedied within 30 days, then the Developer or owner, as applicable, shall have such additional time as is necessary, provided it

commences to remedy the noncompliance or deficiency within such 30 day periods and proceeds with due diligence, the Township, at its sole option and discretion, shall have the right and authority to perform any and all installations, repairs, and/or maintenance which is reasonably required to comply with the approved site plan and the Stormwater Ordinance (and none other) and charge back the costs thereof to the Owner together with reasonable administrative costs and legal fees.

SECTION VIII. LANDSCAPING BUFFERYARD REQUIREMENTS.

A. All plantings shall be planted according to the approved landscaping plans, or as otherwise mutually agreed to in writing by the Developer and the Planning Department.

B. All landscaping shall be hardy plant materials and shall be maintained after planting in a neat and orderly manner. Withered and/or dead plant materials shall be replaced within a reasonable period of time but no longer than one growing season. The Township shall require a landscaping bond or letter of credit (which of these is required shall be at the Township's discretion) for all required landscaping. The amount of the bond or letter of credit and the form of the same shall be approved by the Planning Department.

SECTION IX. TEMPORARY BUILDINGS.

No structure of a temporary nature; trailer, tent or construction shack shall be constructed, placed or maintained within the Project except where approved by the Township and if accessory to and necessary during construction of a permanent building or infrastructure improvement.

SECTION X. SITE PLAN.

A. The Project shall be developed in accordance with the site plan approved by the Township Board and signed by the Township Supervisor. The site plan shall provide appropriate measurements demonstrating compliance with Chapter 14 of the Zoning Ordinance. Engineering plans and/or documents relating to utilities, topography, drainage, and the survey of the Project shall be reviewed and approved by the Township Engineer. Approval of these documents shall be based upon their meeting Township ordinance requirements and recognized, acceptable engineering standards and practices.

SECTION XI. UTILITIES.

A. The Project shall be served with public water and public sewer at the Developer's expense. The on-site water and sewer design and the connection to the public water and sewer systems shall be approved by the Township and the City of Grand Rapids prior to installation. Said improvements shall be consistent with the Sewer and Water Master Plan(s) for Cascade Township.

B. The Developer shall provide all necessary recorded easements within the Project for telephone, electricity, gas, and cable television to the Township and the appropriate utility provider(s) without cost.

SECTION XII. MISCELLANEOUS DEVELOPMENT REQUIREMENTS.

A. SOIL EROSION

The Developer shall submit to the Township and Kent County Road Commission a soil erosion control plan showing all temporary and permanent soil erosion control measures to be taken before, during, and after construction on the site. This plan shall be reviewed and approved by Kent County prior to commencing any building on the site.

B. SIDEWALK/PATHWAY/WALKWAY CONSTRUCTION AND EASEMENT

The Developer has agreed to provide an easement for a pedestrian pathway through the property to connect Overlook Summit drive to 2899 Thornapple River Dr. It is intended that this path could extend through 2899 Thornapple River Dr when that property is developed providing a connection to Thornapple River Dr. The pathway easement shall be a permanent easement to the Township for such sidewalk/walkway/pathway in a written recordable document with language which is acceptable to the Township and Developer. Such easement shall be at least 15 feet wide and shall be given to the Township without cost to the Township.

SECTION XIII. CONSISTENCY WITH PLANNED UNIT DEVELOPMENT (PUD) STANDARDS.

The approved Planned Unit Development will result in a recognizable benefit to the ultimate users of the Project and to the community. Current and future area residents will recognize the benefits of the development.

The Township finds the Project will not result in a material increase in the need for public services, facilities and utilities and will not place a material burden upon the subject property and the surrounding properties. The Project is not anticipated to cause unreasonable impacts to the stormwater drainage of the surrounding area. All stormwater and soil erosion control plans will be approved by the Township Engineer and the appropriate county and state agencies.

The Project has been determined by the Township to be compatible with the 2009 Comprehensive Plan of the Township and with the spirit and intent of the Planned Unit Development Chapter of the Zoning Ordinance.

The Township finds the Project will not result in an unreasonable negative economic impact upon surrounding properties.

The Township finds the Project to have at least the same amount of green areas and usable open space than would typically be required by the Township Zoning Ordinance.

SECTION XIV. PERFORMANCE GUARANTEE.

To ensure compliance with this Ordinance and any conditions herein, Cascade Charter Township may require reasonable performance guarantees to ensure completion of improvements such as, but not limited to: landscaping, drainage, lighting, roads and utilities. The Township Board, Engineer, or Planning Director may require such guarantees at any time they deem it necessary to ensure completion of the improvements.

SECTION XV. EFFECTIVE DATE.

This Ordinance shall become effective seven (7) days after publication of this document (or a summary) in the *Grand Rapids Press*, a newspaper of general circulation within Cascade Charter Township.

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

YEAS:

NAYS: None

ABSENT: None

Ron Goodyke
Cascade Charter Township Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the ___ day of _____, 2014.

Ron Goodyke
Cascade Charter Township Clerk

Applicant Statement:

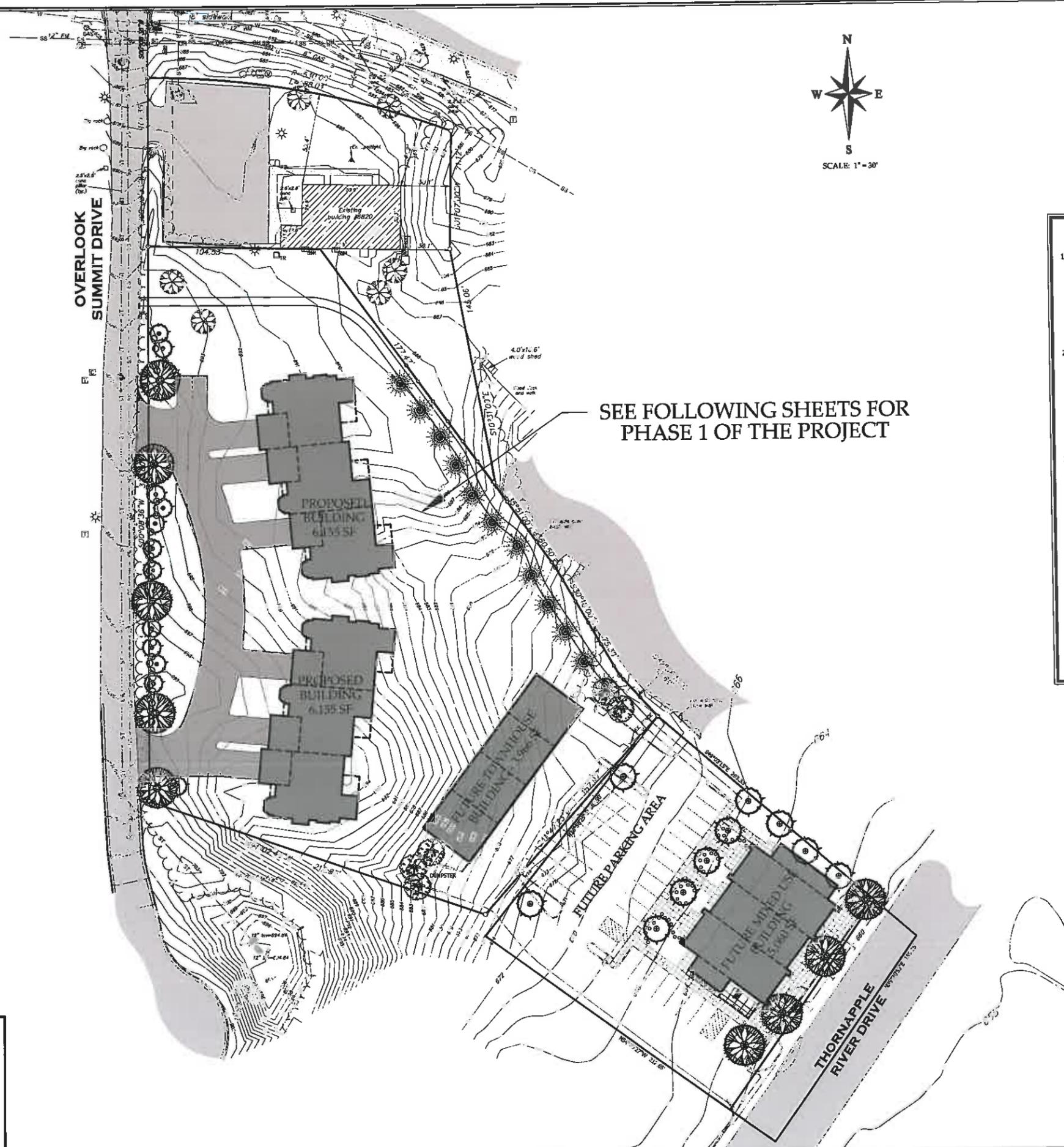
“G Place LLC has fully read the above PUD ordinance amendment, understands its provisions and fully agrees with all

requirements and conditions contained in the same, on behalf of it and its assigns, successors and transferees in and to the property involved.”

G Place LLC
Signature _____

Printed Name

Date



SEE FOLLOWING SHEETS FOR
PHASE 1 OF THE PROJECT



GENERAL NOTES

- ZONING OF PROPERTY: B-1 VILLAGE BUSINESS (BOTH PROPERTIES)
B-1 ZONING REQUIREMENTS
MINIMUM LOT AREA = 20,000 SF
MINIMUM LOT WIDTH = 100 FT
MAXIMUM BUILDING HEIGHT = 30 FT
MINIMUM GREEN SPACE = NOT APPLICABLE
MINIMUM ALLOWED BUILDING SETBACKS:
FRONT YARD = MINIMUM 10 FT; MAXIMUM 20 FT
SIDE YARD = 7 FT MINIMUM / 16 FT TOTAL BOTH SIDES
REAR YARD = 30 FT
- SUMMARY OF LAND USE (BOTH PROPERTIES):
A) TOTAL ACREAGE = 2.64 AC (APPROX. 114,935 SF) (INCLUDING R.O.W.)
B) FOOTPRINT AREA OF PROPOSED BUILDINGS = APPROXIMATELY 12,310 SF
C) FOOTPRINT AREA OF FUTURE BUILDINGS = APPROXIMATELY 9,026 SF
D) PROPOSED BUILDING HEIGHT = APPROX. 30' - SEE ARCHITECTURAL PLANS
E) PHASE 1 NUMBER OF UNITS = 6 UNITS
F) PHASE 2 NUMBER OF UNITS = APPROX. 8 UNITS (4 UNIT TOWNHOME AND 4 RESIDENTIAL UNITS ABOVE MIXED-USE BUILDING ALONG THORNAPPLE)
G) TOTAL DENSITY PROPOSED BOTH PROPERTIES = 5.3 (14 UNITS ON 2.64 AC)
H) ZONING OF SURROUNDING PARCELS = PUD TO THE SOUTHWEST
B-1 REMAINDER OF SURROUNDING
- THE PARCEL NUMBER OF THE PHASE 1 PARCEL IS 41-19-16-201-017.
THE ADDRESS OF THE PHASE 1 PARCEL IS 6888 CASCADE ROAD.
THE PARCEL NUMBER OF THE PHASE 2 PARCEL IS 41-19-16-201-015.
THE ADDRESS OF THE PHASE 2 PARCEL IS 2899 THORNAPPLE RIVER DRIVE.
- NO NEW SIGNAGE IS PROPOSED FOR PHASE 1.
SIGNAGE FOR PHASE 2, THE MIXED USE BUILDING, SHALL COMPLY WITH THE SIGNAGE STANDARDS AND SPECIFICATIONS OF THE B-1 ZONING DISTRICT.
- CONSTRUCTION OF PHASE 1 WILL BEGIN IN SPRING OF 2015.
CONSTRUCTION OF PHASE 2 WILL BE BASED ON DEMAND.
- THE FINAL APPROVAL OF THE CURRENT SITE PLAN SET IS FOR PHASE 1 ONLY. PHASE 2 IS SUBMITTED AT THIS TIME TO GIVE THE TOWNSHIP A CONCEPTUAL IDEA OF WHAT MAY BE DEVELOPED ON THE REMAINDER/ADJACENT PARCEL IN THE FUTURE. FINAL/DESIGN PLANS FOR PHASE 2 WILL BE PROVIDED TO THE TOWNSHIP FOR SITE PLAN APPROVAL ONCE THE DESIGN OF PHASE 2 IS COMPLETED.

NEDERVELD
www.nederveld.com
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Ann Arbor, MI 48103
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PH: 708.529.2247
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PH: 614.879.1127
GRAND RAPIDS
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Grand Rapids, MI 49503
PH: 616.237.9179
HOLLAND
347 Hoover Boulevard
Holland, MI 49423
PH: 616.217.9248
INDIANAPOLIS
8499 Castlewood Dr., Suite B
Indianapolis, IN 46250
PH: 317.257.782

Overall Conceptual Layout Plan
**THORNAPPLE HILLTOP
TOWNHOMES**
2899 THORNAPPLE RIVER DR SE
PART OF THE SECTION 16, T6N, R10W,
CASCADIA TOWNSHIP, KENT COUNTY, MICHIGAN

**DIXON
ARCHITECTURE**
Attention:
Ken Dixon
519 Ada Drive, SE
Suite 205
P.O. Box 404
Ada, MI 49301
Phone: (616) 862-8570

date	no.	description	checked by	date	no.	description	checked by
10/08/14	1	REVISED PER TOWNSHIP REVIEW					
11/05/14	2	REVISED PER TOWNSHIP ENGINEER					
01/07/15	3	REVISED PER LOCAL PATH GRADING					
	4						
	5						
	6						
	7						
	8						

project no.:
14400661
G3B
sheet no.:
2 OF 5
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811 Know what's below.
Call before you dig.
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL SUBMITTALS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS. YOU SHOULD BE AWARE THAT THEY ARE THE ONLY RECORDS AVAILABLE.
NOTE: EXISTING UTILITIES AND LOCATIONS ARE NOT TO BE DELETED OR MOVED. ANY CHANGES TO THE LOCATION OF UTILITIES OR LOCATIONS SHALL BE ON THE LOCATION COPY AND STAMP OF ALL UTILITIES. LAND IS TO BE USED FOR ITS INTENDED USE.



Memorandum

To: Cascade Charter Township Planning Commission
From: Steve Peterson, Community Development Director
Subject: Case 14-3225 Panera Bread
Meeting date: February 2, 2015

At the Public hearing on January 19, 2015 the Planning Commission awarded preliminary approval of the PUD rezoning subject to following conditions:

1. Sign the storm water maintenance agreement.
2. Execute an easement to allow for Centennial Park to place a sign at the corner of Foremost and 28th St.
3. Execute a cross access agreement between 2828 Kraft Ave and 5630 28th St

The applicant has reviewed the PUD Ordinance and the storm water maintenance agreement and has agreed with the language.

I recommend that you forward a positive recommendation to the Township Board for approval of the PUD rezoning with the PUD Ordinance.

The Township Board will hold an additional public hearing to consider your recommendation.

Attachments: Storm water maintenance agreement
Proposed PUD Ordinance

**SITE DEVELOPMENT AND STORM WATER RUNOFF FACILITY
MAINTENANCE AGREEMENT**

This Site Development and Storm Water Runoff Facility Maintenance Agreement (the "Agreement") is executed this __ day of _____, 20__, between Cascade Charter Township, whose address is 2865 Thornhills Ave, Grand Rapids Michigan 49546 (the "Township"); and _____ a Michigan _____, whose address is _____ (the "Developer")

WHEREAS, the Developer has obtained a storm water permit for the development of the Property pursuant to Storm Water Ordinance, Ordinance #7 of 2002, as amended; and

WHEREAS, the Storm Water Ordinance requires the Developer to maintain storm water runoff facilities on the Property by entering into a maintenance agreement with the Township; and

WHEREAS, the Developer agrees that the construction, operation and maintenance of the storm water runoff facilities are necessary to protect the public health, safety and welfare,

NOW, THEREFORE, in consideration of the Developer's development of the Property, the parties wish to enter into this Agreement as follows:

Section 1 – Storm water drainage

Cascade Charter Township has agreed to approve the site plan for the Project so long as the Project (and any and all portions thereof) always complies with the Cascade Charter Township Stormwater Ordinance (as that ordinance may be amended from time to time, as well as any successor ordinance or ordinances). Accordingly, the property is required to ensure

the proper installation and permanent maintenance of any and all storm drainage and water retention systems, pipes, ponds, and facilities for the Project (collectively, the "Facilities") shown on the approved site plan or as otherwise required by the Cascade Charter Township Stormwater Ordinance (as that ordinance may be amended from time to time, as well as any successor ordinance or ordinances, all of which shall collectively be referred to hereinafter as the "Stormwater Ordinance"). Such requirements and obligations include, but are not necessarily limited to, the following:

- i. Maintenance and repair regarding the following items shall be done on a regular basis and in such fashion as to ensure that all components of the Facilities function properly at all times:
 1. Sediment removal;
 2. Erosion control;
 3. Ensuring constant structural integrity of the physical systems.
 4. Designated access to the facilities.
 5. Cleaning of the isolator row.
 6. Cleaning of the catch basin sumps.
 7. Cleaning of the outlet control structure.
- ii. The Township (including its designated officials, officers, agents, and contractors) shall have the right to physically inspect all aspects of the Facilities at all reasonable times, or any other times if, in the opinion of the Township, there is a threat to the public health, safety, or welfare.
- iii. Buildings, structures, landscaping, trees, or similar items shall not be installed, planted, or placed over any portion of the Facilities without prior written Township approval.
- iv. The Township shall be supplied with an engineer's "as-built" certification to certify that the Facilities as constructed and installed matches the approved design. The Township shall also be supplied with a reduced copy of the approved site plan graphically showing the Facilities, together with any and all easements therefor.
- v. Should the Facilities not be properly installed, maintained, and/or repaired, in compliance with all of the requirements of the approved site plan, and the Stormwater Ordinance (whether due to the fault or neglect of the developer or owner), and any such noncompliance or deficiency shall not have been fully remedied within 30 days of the date when the

Township has given written notice of any such noncompliance or deficiencies, the Township, at its sole option and discretion, shall have the right and authority to perform any and all installations, repairs, and/or maintenance which is reasonably required and charge back the costs thereof to the Owner together with reasonable administrative costs and legal fees.

Section 2. Recording.

The obligations under this Agreement are covenants that run with the land, and bind the successors in title of the Developer. This Agreement shall be recorded with the Kent County Register of Deeds at the Developer's sole expense and a copy of the recorded Agreement shall be supplied to the Township.

The parties have executed this Agreement on the ____ day of, _____ 20____.

Cascade Township

*

State of Michigan)

)ss.

County of Kent)

On this ____ day of _____, 20__, before me a Notary Public, personally appeared _____, the _____ of Cascade Charter Township, a Michigan municipal corporation, who, being first duly sworn did say they signed this document on behalf of the Township.

*

Notary Public, Kent County, Michigan

My commission expires: _____

***Print or type name beneath signature**

[Developer]

By: _____

CASCADE CHARTER TOWNSHIP

Ordinance of 2015

AN ORDINANCE TO AMEND THE CASCADE CHARTER TOWNSHIP ZONING
ORDINANCE AND ZONING MAP TO ESTABLISH THE
PANERA BREAD
PLANNED UNIT DEVELOPMENT PROJECT.

CASCADE CHARTER TOWNSHIP ORDAINS:

SECTION I. AN AMENDMENT TO THE CASCADE CHARTER TOWNSHIP ZONING
ORDINANCE.

The application received from Vaneck Enterprises LLC or its assigns (hereafter referred to as the "Developer") for Planned Unit Development designation for the proposed _____ Project (hereinafter referred to as the "Project") was recommended by the Cascade Charter Township Planning Commission for approval on _____. The Project is recommended by the Planning Commission for rezoning from the existing PUD, Planned Unit Development to a new PUD designation allowing a 4,500 sq ft restaurant with drive through service. Approval of the proposed PUD requires an amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission's recommendations and the final actions of the Cascade Charter Township Board. On _____, the Cascade Charter Township Board approved the PUD as specified in this document.

SECTION II. LEGAL DESCRIPTION.

Lot 20 of Foremost Centennial Park No. 2, Cascade Township, Kent County, Michigan, according to the plat thereof, as recorded in Liber 76 of Plats, on Page 13.

AND

Part of the Northwest 1/4 of the Northwest 1/4 of Section 17, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as commencing at the Northwest corner of said Section 17; thence S01°45'05"E 259.32 feet along the West line of said Section; thence N88°14'15"E 60.00 feet to the Place of Beginning on the East line of Kraft Avenue; thence continuing N88°14'15"E 305.63 feet; thence Southeasterly along the West line of Foremost Drive 37.55 feet on a 374.06 foot radius curve to the left, the long chord of which bears S28°24'24"E 37.53 feet; thence S84°49'39"W 323.09 feet; thence N01°45'05"W 52.80 feet along the East line of Kraft Avenue to the Place of Beginning.

SECTION III. GENERAL PROVISIONS.

The conditions, requirements, and regulations contained in this document shall apply to the Project in addition to those requirements and regulations contained in Chapter XVI of the Cascade Charter Township Zoning Ordinance (Ordinance No. 11 of 1988).

SECTION IV. PURPOSE.

The Project occupies approximately 1.26 acres of land that is proposed to be developed as a restaurant with drive through service. The Planned Unit Development technique has been chosen by the Developer to provide more control over the development's aesthetics and appearance.

The conditions, requirements, and regulations contained in this document are established to ensure high quality development of the Project. Additionally, they are designed to achieve integration of this development with adjacent and area land uses.

SECTION V. APPROVAL LIMITATIONS.

- A. The provisions of this Ordinance/Ordinance amendment ("this Ordinance") are not intended as a substitute for the Cascade Charter Township Zoning Ordinance and the General Development Plan, nor do they in any way relieve the Developer from obtaining all approvals and permits required by the Township, except as otherwise expressly provided herein. In the event that a development issue or site plan element is not expressly addressed by this Ordinance, the specifications and requirements of the Cascade Charter Township Zoning Ordinance shall apply. Furthermore, all other applicable Cascade Charter Township ordinances shall still govern the Project where applicable.
- B. Except as expressly otherwise provided herein, the Developer and its assigns must meet all applicable provisions, ordinance requirements, and regulations of Cascade Charter Township, as well as federal, county, and state law, and must obtain all necessary approvals from state and county governmental agencies that are required for construction, operation, or use.
- C. This PUD approval is expressly contingent upon all conditions of approval herein remaining fully effective and valid. If any condition imposed herein is determined to be invalid, illegal or contrary to law as a result of a successful legal challenge by the Developer or its assigns, or any other party, the Township reserves the right to review the entire Project under the PUD provisions of the Cascade Charter Township Zoning Ordinance, and further, to withdraw its approval of this PUD if the Township finds that, absent the effect of any condition imposed herein, the PUD no longer meets the standards for PUD approval contained in the Zoning Ordinance.

- D. All conditions contained herein and in the final approved site plan shall be binding upon the Developer, as well as its successors, tenants and assigns. The conditions may be modified or amended only pursuant to a formal amendment of the PUD approval, approved site plan, and ordinance amendment. The Project must be constructed, operated and maintained, and all properties therein used, in strict compliance with the PUD approval (including this Ordinance and the final approved site plan), and no deviations can occur without prior formal written approval by the Township. So-called minor deviations shall not occur or be made unilaterally by the Developer or its successors, tenants, or assigns. Any deviation without prior formal written approval by the Township will constitute a violation of this Ordinance and the Cascade Charter Township Zoning Ordinance.
- E. This approval document shall be recorded with the Kent County Register of Deeds by the Developer prior to construction occurring on site and shall run with and bind the lands involved. Copies of this recorded document shall be supplied by the Developer to the Cascade Charter Township Clerk.
- F. Failure to comply with the site plan or any condition of approval herein shall be deemed to be both a nuisance per se and a violation of the Cascade Charter Township Zoning Ordinance.
- G. Prior to recording a copy of this document as specified in Section V(E) hereof, the Developer shall type the following statement onto the end of this document (or add an additional page to the document) as follows, and shall sign and date the same:

“Vaneck Enterprises LLC has fully read the above PUD ordinance amendment, understands its provisions and fully agrees with all requirements and conditions contained in the same, on behalf of it and its assigns, successors and transferees in and to the property involved.”

SECTION VI. PERMITTED USES.

The permitted uses for the Panera Bread Project are as follows:

- 1) 4,500 sq ft restaurant with drive through service as shown on the final approved site plan dated _____.
- 2) Sign for the Centennial Park Business Park as indicated in the Centennial Park Land use study dated _____. The sign is allowed to be located in the easement on the SW corner of 28th St and Foremost Dr as shown on the approved site plan dated _____.

SECTION VII. DESIGN GUIDELINES AND REQUIREMENTS.

The Project shall be developed in exact accordance with the site plan approved by the Township. No alterations, expansions, or additions may occur to the Project without a formal amendment to this Ordinance/Ordinance amendment, unless expressly otherwise authorized herein. The development of all permitted uses within the Project shall conform to the following design standards:

- A. Height – The following heights shall be the maximum allowed for each item:
 - 1. Building 35 feet
 - 2. Parking Lot Lights 30 feet
- B. Setbacks – The following setback requirements shall apply to the Project:
 - 1. The building shall be setback a minimum of:
 - 50 feet from road right-of-way
 - 25 from the south property line
 - 10 from the west property line
- C. Parking – There shall be a total of 52 parking spaces provided for the Project.
- D. Signs – The signs shall be permitted as shown on the approved sign drawings dated _____:
 - 1. Other signs as permitted by the Centennial Park Overlay Zoning District
- E. Outdoor Lighting – Shall be done as shown on the approved lighting plan dated _____.
- F. Stormwater Drainage –

In lieu of requiring that an Act 433 agreement or a drainage district be established with the Kent County Drain Commissioner, Cascade Charter Township has agreed to approve the site plan for the Project so long as the Project (and any and all portions thereof) always complies with the Cascade Charter Township Stormwater Ordinance (as that ordinance may be amended from time to time, as well as any successor ordinance or ordinances). Accordingly, the property is required to ensure the proper installation and permanent maintenance of any and all storm drainage and water retention systems, pipes, ponds, and facilities for the Project (collectively, the “Facilities”) shown on the approved site plan or as otherwise required by the Cascade Charter Township Stormwater Ordinance (as that ordinance may be amended from time to time, as well as any successor ordinance or ordinances, all of which shall collectively be referred to hereinafter as the “Stormwater Ordinance”). Such requirements and obligations include, but are not necessarily limited to, the following:

- i. Maintenance and repair regarding the following items shall be done on a regular basis and in such fashion as to ensure that all components of the Facilities function properly at all times:
 1. Sediment removal;
 2. Erosion control;
 3. Ensuring constant structural integrity of the physical systems; and
 4. Designate access to the facilities.
- ii. The Township (including its designated officials, officers, agents, and contractors) shall have the right to physically inspect all aspects of the Facilities at all reasonable times, or any other times if, in the opinion of the Township, there is a threat to the public health, safety, or welfare.
- iii. Buildings, structures, landscaping, trees, or similar items shall not be installed, planted, or placed over any portion of the Facilities without prior written Township approval.
- iv. The Township shall be supplied with an engineer's "as-built" certification to certify that the Facilities as constructed and installed matches the approved design. The Township shall also be supplied with a reduced copy of the approved site plan graphically showing the Facilities, together with any and all easements therefor.
- v. Should the Facilities not be properly installed, maintained, and/or repaired, in compliance with all of the requirements of the approved site plan, and the Stormwater Ordinance (whether due to the fault or neglect of the developer or owner), and any such noncompliance or deficiency shall not have been fully remedied within 30 days of the date when the Township has given written notice of any such noncompliance or deficiencies, the Township, at its sole option and discretion, shall have the right and authority to perform any and all installations, repairs, and/or maintenance which is reasonably required and charge back the costs thereof to the Owner together with reasonable administrative costs and legal fees.

SECTION VIII. LANDSCAPING BUFFERYARD REQUIREMENTS.

- A. All plantings shall be planted according to the approved landscaping plans.
- B. All landscaping shall be hardy plant materials and shall be maintained after planting in a neat and orderly manner. Withered and/or dead plant materials shall be replaced within a reasonable period of time but no longer than one growing season. The Township shall require a landscaping bond or letter of credit (which of these is required shall be at the Township's discretion) for all required landscaping. The amount of the bond or letter of credit (as well as the financial institution, language, and form) shall be determined by the Planning Department.

SECTION IX. TEMPORARY BUILDINGS.

No structure of a temporary nature; trailer, tent or construction shack shall be constructed, placed or maintained within the Project except where approved by the Township and if accessory to and necessary during construction of a permanent building or infrastructure improvement.

SECTION X. SITE PLAN.

A. The Project shall be developed in exact accordance with the site plan approved by the Township Board and signed by the Township Supervisor. The site plan shall provide appropriate measurements demonstrating compliance with Chapter 14 of the Zoning Ordinance. Engineering plans and/or documents relating to utilities, topography, drainage, and the survey of the Project shall be reviewed and approved by the Township Engineer. Approval of these documents shall be based upon their meeting Township ordinance requirements and recognized, acceptable engineering standards and practices.

SECTION XI. UTILITIES.

A. The Project shall be served with public water and public sewer at the Developer's expense. The on-site water and sewer design and the connection to the public water and sewer systems shall be approved by the Township and the City of Grand Rapids prior to installation. Said improvements shall be consistent with the Sewer and Water Master Plan(s) for Cascade Township.

B. The Developer shall provide all necessary recorded easements within the Project for telephone, electricity, gas, and cable television to the Township and the appropriate utility provider(s) without cost. In the event that the Township requires additional sewer and water service easements in the future, the Developer shall provide them at all reasonable locations outside of the athletic fields, building and drives without cost to the Township. Said easements shall be recorded with the Kent County Register of Deeds and provided to each utility provider for their records.

SECTION XII. MISCELLANEOUS DEVELOPMENT REQUIREMENTS.

A. SOIL EROSION

The Developer shall submit to the Township a soil erosion control plan showing all temporary and permanent soil erosion control measures to be taken before, during, and after construction on the site. This plan shall be reviewed and approved by the Township Engineer prior to commencing any building on the site.

B. CROSS ACCESS EASEMENT

The developer shall be responsible to provide and record cross access easements for this project. Cross access shall be provided as shown on the approved site

plan dated _____. Once they are constructed they shall remain open at all times, including the winter months and shall be free of snow and ice for clear passage. These cross access agreements shall be recorded prior to the occupancy of the project.

C. CENTENNIAL BUSINESS PARK SIGN

The Developer will allow the centennial business park to install an entry sign on the corner of 28th St and Foremost Dr inside the easement as shown on the site plan dated _____.

SECTION XIII. CONSISTENCY WITH PLANNED UNIT DEVELOPMENT (PUD) STANDARDS.

The approved Planned Unit Development will result in a recognizable benefit to the ultimate users of the Project and to the community. Current and future area residents will recognize the benefits of the development.

The Township finds the Project will not result in a material increase in the need for public services, facilities and utilities and will not place a material burden upon the subject property and the surrounding properties. The Project is not anticipated to cause unreasonable impacts to the stormwater drainage of the surrounding area. All stormwater and soil erosion control plans will be approved by the Township Engineer and the appropriate county and state agencies.

The Project has been determined by the Township to be compatible with the 2009 Comprehensive Plan of the Township and with the spirit and intent of the Planned Unit Development Chapter of the Zoning Ordinance.

The Township finds the Project will not result in an unreasonable negative economic impact upon surrounding properties.

The Township finds the Project to have at least the same amount of green areas and usable open space than would typically be required by the Township Zoning Ordinance. Finally, the Township recognizes the Project will be under single ownership or control.

SECTION XIV. PERFORMANCE GUARANTEE.

To ensure compliance with this Ordinance/Ordinance amendment and any conditions herein, Cascade Charter Township may require reasonable performance guarantees to ensure completion of improvements such as, but not limited to: landscaping, drainage, lighting, roads and utilities. The Township Board, Engineer, or Planning Director may require such guarantees at any time they deem it necessary to ensure completion of the improvements.

SECTION XV. EFFECTIVE DATE.

This Ordinance/Ordinance amendment shall become effective seven (7) days after publication of this documents (or a summary) in the *Grand Rapids Press*, a newspaper of general circulation within Cascade Charter Township.

The foregoing Ordinance/Ordinance amendment was offered by Board Member _____, supported by Board Member _____. The roll call vote being as follows:

YEAS:

NAYS: None

ABSENT: None

Ron Goodyke
Cascade Charter Township Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance/Ordinance amendment adopted at a Regular Meeting of the Cascade Charter Township Board on the _____ day of _____, 2015.

Ron Goodyke
Cascade Charter Township Clerk

Applicant Statement:

“Vaneck Enterprises LLC has fully read the above PUD ordinance amendment, understands its provisions and fully agrees with all requirements and conditions contained in the same, on behalf of it and its assigns, successors and transferees in and to the property involved.”

Vaneck Enterprises LLC
Signature _____

Printed Name

Date