

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of December 18, 2007

**SUBJECT: Huron Valley Professional Center Phase 2 Office Center Site Plan
for City Council Approval (2080-2084 South Main Street)
File No. 12052U19.5a**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Huron Valley Professional Center Phase 2 Office Center Site Plan and Development Agreement.

STAFF RECOMMENDATION

Staff recommends that this petition be **approved** because it would comply with local, state and federal laws and regulations; the development would limit the disturbance of natural features to minimum necessary to allow a reasonable use of the land; would not cause a public or private nuisance; and would not have a detrimental effect on public health, safety or welfare.

LOCATION

The site is located on the west side of South Main Street south of Scio Church Road (South Area). This site is in the Malletts Creek Watershed.

DESCRIPTION OF PETITION

The petitioner proposes constructing a one-story, 5,107-square foot building located at the western rear of the site. This proposal was previously approved in 1993 and the site plan has since expired leading to this submission.

The 100-year storm water detention system is located along the east, west and south perimeter of the site. A 15-foot wide conflicting land use buffer is proposed along the northwest, west and south property lines to screen from adjacent residential properties. A utility easement is also proposed along the northwest property line to accommodate a 12-inch water line for future residential development. No mitigation of natural features is required.

The existing curb cut and drive on Main Street is shared with the adjacent parcel to the north and leads to onsite parking. A right turn only sign is proposed at the exit to prevent future left turns leaving the site. A traffic impact statement is not required since this project generates less than 50 vehicle trips per peak hour.

sd

COMPARISON CHART

		EXISTING	PROPOSED	PERMITTED/REQUIRED
Zoning		O (Office)	O	O
Gross Lot Area		107,158 sq ft (2.46 acres)	107,158 sq ft (2.46 acres)	6,000 sq ft MIN
Maximum Usable Floor Area in Percentage of Lot Area		15,321 sq ft (14.3%)	20,428 sq ft (19.1%)	42,863 sq ft MAX 40%
Lot Width		256 ft	256 ft	50 ft MIN
Setbacks	Front	38 ft	38 ft	25 ft MIN
	Side(s)	115 ft – North 20 ft - South	36 ft – North 20 - South	20 ft MIN
	Rear	85 ft	30 ft	30 ft MIN
Building Height		one-story house	one-story	three stories
Parking – Automobiles		88 spaces	96 spaces	72 spaces MIN 103 spaces MAX
Parking – Bicycles		Class A – 4 spaces Class C – 8 spaces	Class A – 4 spaces Class C – 8 spaces	Class A – 4 spaces Class C – 7 spaces

SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Office/Residential	O (Office District) and TWP (Township District)
EAST	Residential/University of Michigan	PL (Public Land District) and TWP
SOUTH	Residential	R1C (Single-Family Dwelling District)
WEST	Residential/Vacant Land	TWP

HISTORY

The existing single-family structure located at 2074 South Main Street was converted to office use with a residential unit while in the township. This parcel was annexed into the City in 1993 as part of a larger parent parcel and zoned O. A lot division was approved in 1998 dividing this parcel from the parent parcel. Also in 1998, an administrative lot division was approved adjusting the lot lines to reallocate parking between 2074 South Main and the parent parcel. A site plan was approved in 1994 to develop this parent parcel as an office center. Portions of this site plan were constructed as Phase I, while the Phase II portion has since expired.

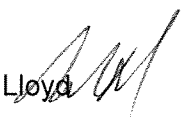
PLANNING BACKGROUND

The South Area Plan recommends office use for in the vicinity of South Main Street with single-family uses west and south of the office uses.

COMMENTS PENDING, DISMISSED OR UNRESOLVED

Land Development Coordinator – Per Chapter 63, Section 5:654(1), developments utilizing storm water management systems under multiple ownership or for multiple parcels must be reviewed and receive preliminary plan approval from the Washtenaw County Drain Commissioner's Office (WCDC) prior to approval by the City of Ann Arbor. Preliminary plan approval is required from the WCDC before City staff can recommend this petition for approval to City Council.

Planning – Staff supports the office addition in close proximity to residential. This site meets the conflicting land use requirements to screen office use from residential uses.

Prepared by Christopher Cheng
Reviewed by Connie Pulcifer and Mark Lloyd 
jsj/5/10/07

Attachments: Zoning/Parcel Maps
Aerial Photo
Site Plan
Landscape Plan
Elevations
12/12/07 Development Agreement

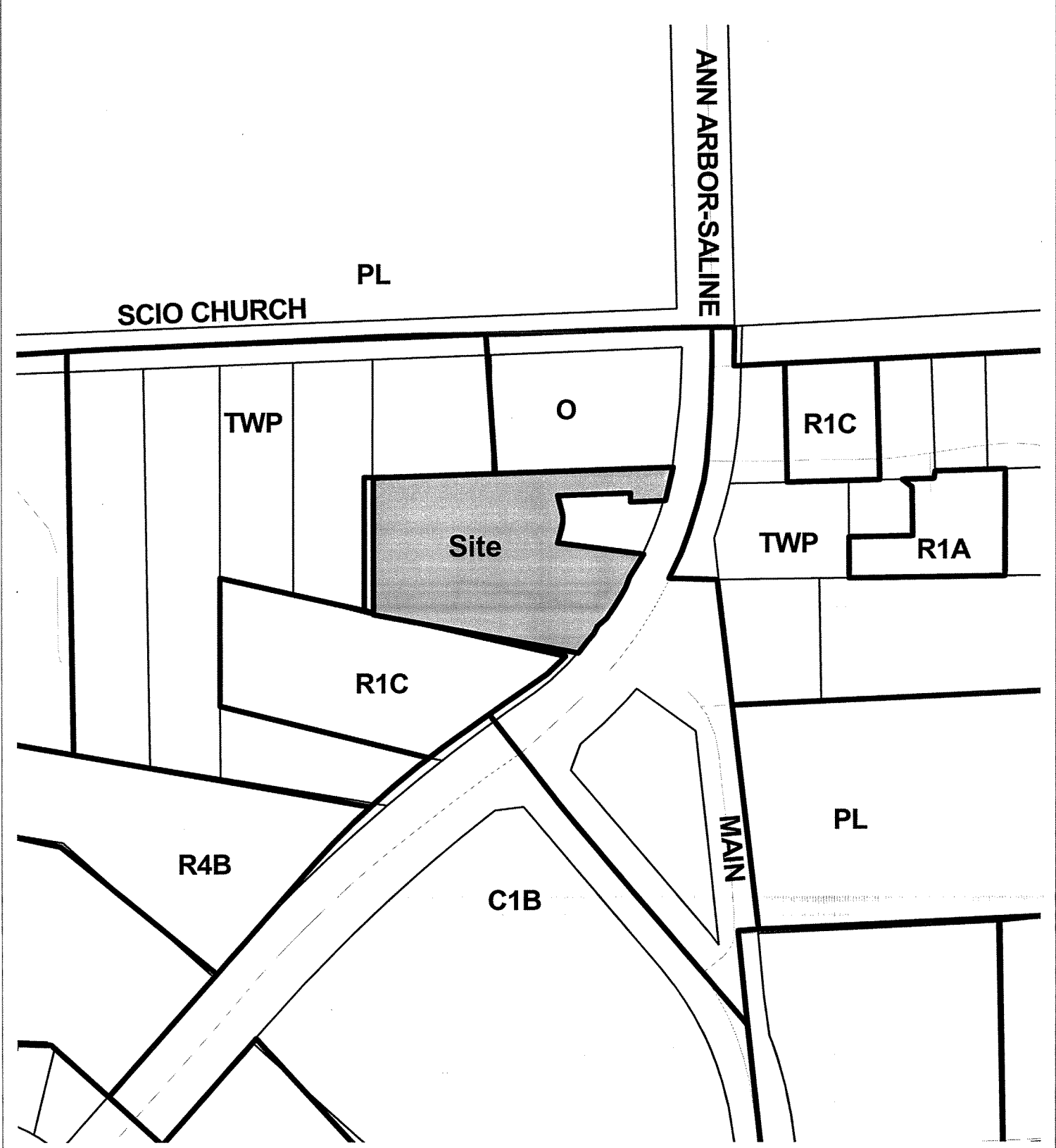
c: Owner: Huron Valley Professional Center
2666 White Oak Drive
Ann Arbor, MI 48103

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

City Attorney
Systems Planning
File No. 12052U19.5a

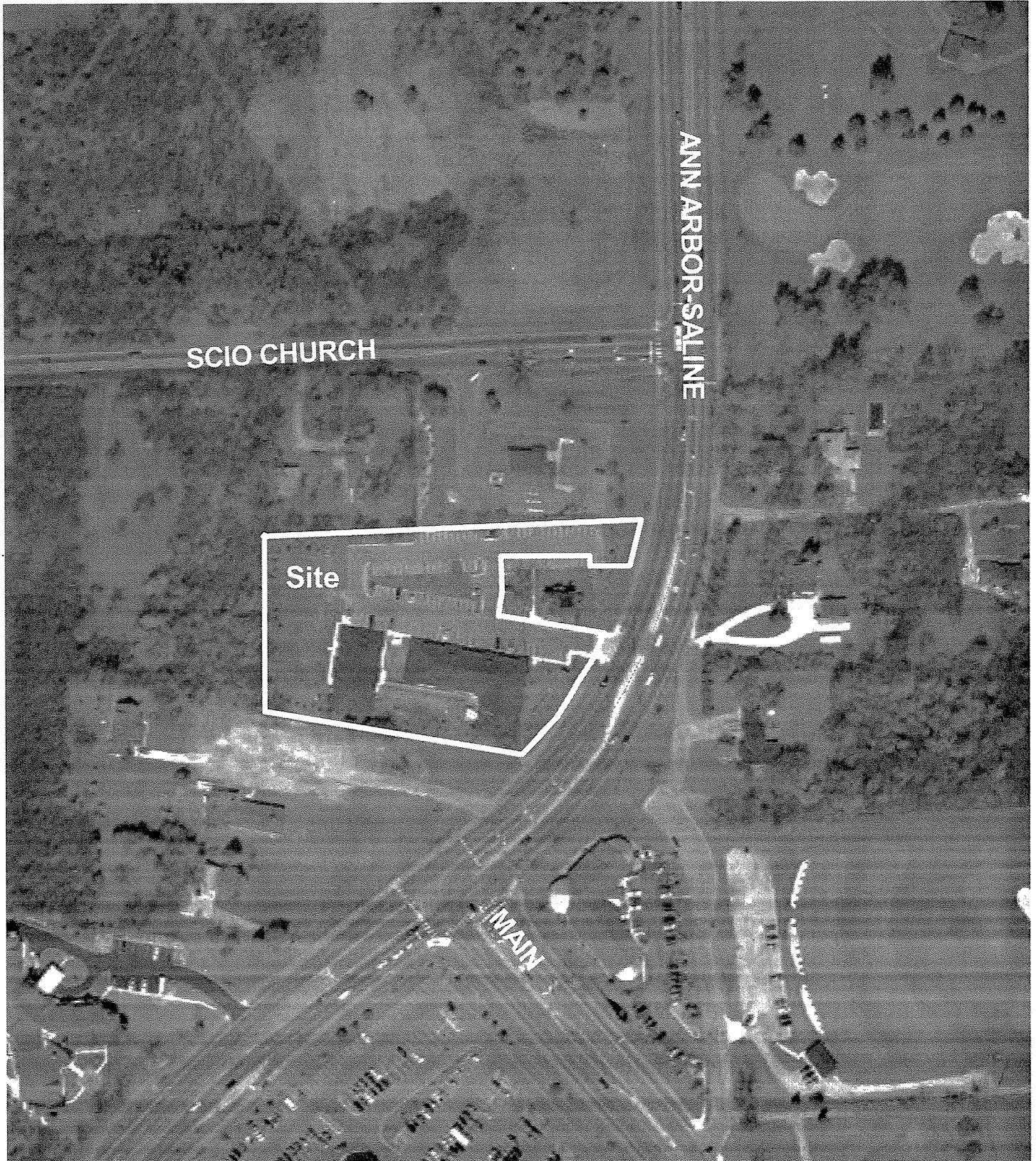
Huron Valley Professional Center

Parcel and Zoning Map



Huron Valley Professional Center

Aerial Photo



200 0 200 400 Feet



HURON VALLEY PROFESSIONAL CENTER
 SITE PLAN
 DIMENSIONAL SITE PLAN

MIDWESTERN CONSULTING
 Landscape Architects
 3515 First Drive
 Ann Arbor, Michigan 48106
 Phone: 734.993.0000
 Fax: 734.993.0099

LEGEND

- REGULAR PARKING SPACES
- SMALL CAR PARKING SPACES
- BARRIER FREE PARKING SPACES
- PROP. BIT. PAVEMENT
- PROP. CONC. PAVEMENT
- EXIST. STOP SIGN
- SC EXIST. OR RELOCATED SMALL CAR SIGN
- BF EXIST. OR RELOCATED BARRIER FREE SIGN

NOTES

- THE BASEMENTS IN BUILDINGS 2, 3 & 4 ARE FOR STORAGE OF MATERIALS AND EQUIPMENT. ACCESS TO BASEMENTS IS CONTINGENT ON THE CITY OF ANN ARBOR'S APPROVAL OF THE SITE PLAN.
- ENTRY PER ADA STANDARDS.
- VEHICLE SIGNAGE WAS PROVIDED AND INSTALLED BY THE CITY AT OWNER'S EXPENSE.
- AND HOOPER TRAIL IS PROVIDED UNDER BIRE LOCKERS.
- AMERICAN SIGNAGE FOR THE BIRE LOCKERS WAS PROVIDED BY THE CITY AT OWNER'S EXPENSE. THE SIGNAGE IS NECESSARY FOR THE DISCRETION OF THE CITY AND IS NECESSARY FOR THE DISCRETION OF THE CITY. FINAL CONSTRUCTION APPROVAL.

PARCEL A DEVELOPMENT SUMMARY

Item	Quantity	Area (sq ft)	Area (sq ft) %
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%

ZONING COMPLIANCE INFORMATION

Item	Quantity	Area (sq ft)	Area (sq ft) %
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%

PARCEL B DEVELOPMENT SUMMARY

Item	Quantity	Area (sq ft)	Area (sq ft) %
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%

PARCEL C DEVELOPMENT SUMMARY

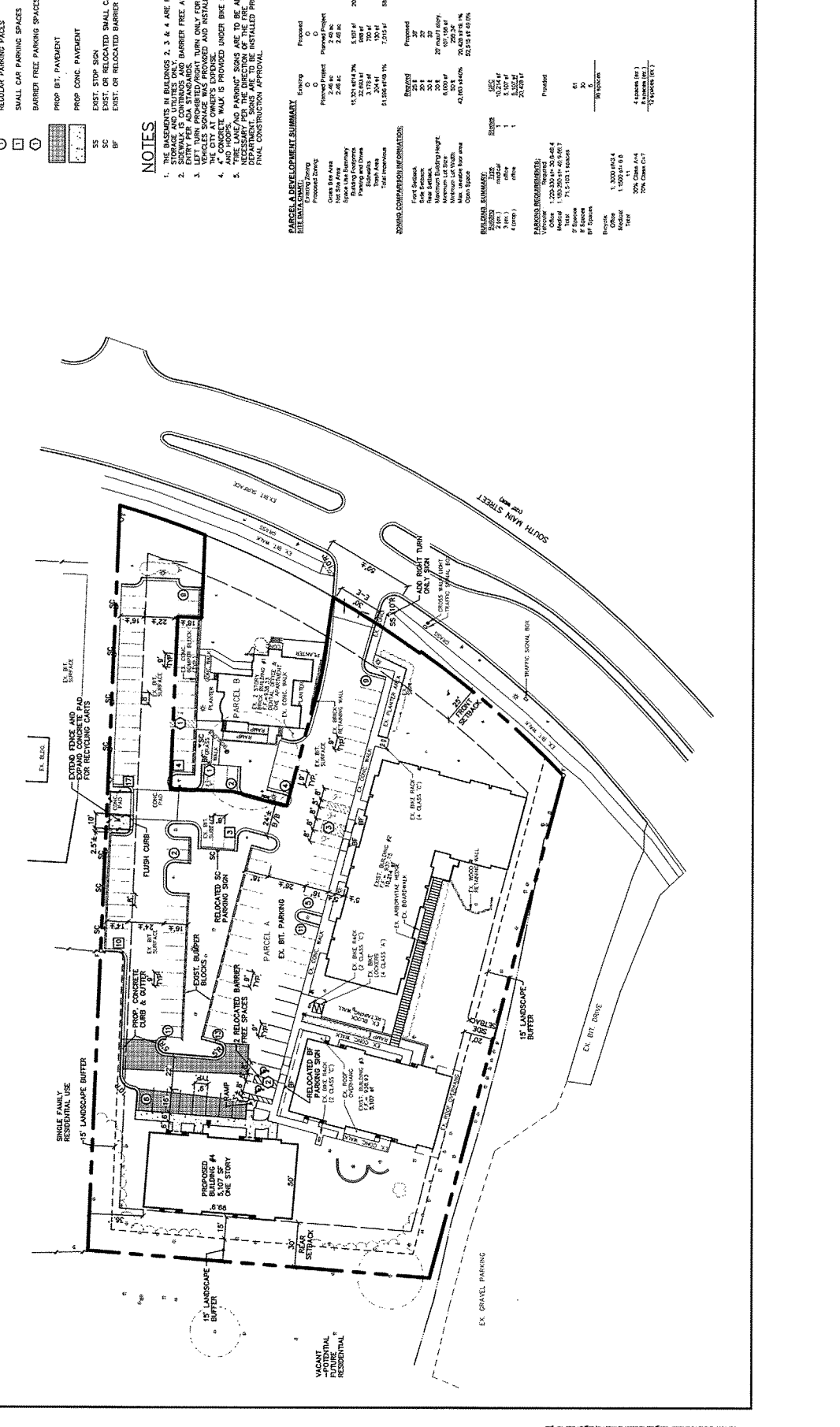
Item	Quantity	Area (sq ft)	Area (sq ft) %
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%

PARCEL D DEVELOPMENT SUMMARY

Item	Quantity	Area (sq ft)	Area (sq ft) %
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
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Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%

PARCEL E DEVELOPMENT SUMMARY

Item	Quantity	Area (sq ft)	Area (sq ft) %
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%
Front Setback	22.4	37	0.0214%
Side Setback	22.4	37	0.0214%



SCALE: 1" = 30'

RELOCATED CONCRETE PAD FOR RECYCLING CARTS

EX. BIT. PAVEMENT

EX. BIRE LOCKER (CLASS 1)

EX. BIRE LOCKER (CLASS 2)

EX. BIRE LOCKER (CLASS 3)

EX. BIRE LOCKER (CLASS 4)

EX. BIRE LOCKER (CLASS 5)

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EX. BIRE LOCKER (CLASS 100)

LANDSCAPE REQUIREMENTS

- 8400 VEHICULAR USE AREA LANDSCAPE AND SCREENING**
1. LANDSCAPE SCREENING SHALL BE PROVIDED FOR ALL VEHICULAR USE AREAS.
 2. LANDSCAPE SCREENING SHALL BE PROVIDED FOR ALL VEHICULAR USE AREAS.
 3. LANDSCAPE SCREENING SHALL BE PROVIDED FOR ALL VEHICULAR USE AREAS.
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 10. LANDSCAPE SCREENING SHALL BE PROVIDED FOR ALL VEHICULAR USE AREAS.
 11. LANDSCAPE SCREENING SHALL BE PROVIDED FOR ALL VEHICULAR USE AREAS.
- 8400 CONFLICTING LAND USE BUFFER**
1. 15'-0" MIN. BUFFER SHALL BE PROVIDED FOR ALL CONFLICTING LAND USE BUFFER AREAS.
2. 15'-0" MIN. BUFFER SHALL BE PROVIDED FOR ALL CONFLICTING LAND USE BUFFER AREAS.
3. 15'-0" MIN. BUFFER SHALL BE PROVIDED FOR ALL CONFLICTING LAND USE BUFFER AREAS.
4. 15'-0" MIN. BUFFER SHALL BE PROVIDED FOR ALL CONFLICTING LAND USE BUFFER AREAS.
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11. 15'-0" MIN. BUFFER SHALL BE PROVIDED FOR ALL CONFLICTING LAND USE BUFFER AREAS.

LANDSCAPE NOTES

1. All trees shall be provided within 100 feet of the proposed planting area.
2. All trees shall be provided within 100 feet of the proposed planting area.
3. All trees shall be provided within 100 feet of the proposed planting area.
4. All trees shall be provided within 100 feet of the proposed planting area.
5. All trees shall be provided within 100 feet of the proposed planting area.
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9. All trees shall be provided within 100 feet of the proposed planting area.
10. All trees shall be provided within 100 feet of the proposed planting area.
11. All trees shall be provided within 100 feet of the proposed planting area.

LANDSCAPE PLANT LIST

Plant Name	Quantity	Notes
1. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
2. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
3. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
4. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
5. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
6. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
7. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
8. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
9. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
10. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER
11. 15'-0" MIN. BUFFER	1	15'-0" MIN. BUFFER

NOTES

1. PROPOSED LIGHT POLE A FEATURE IS TO MATCH EXISTING SEE S 1.23 OF THE PROJECT L.L. SINGLE IS ADJUSTING RT. MODEL
2. PROPOSED TREE ARE TO BE REPLACED PREVIOUSLY REQUIRED LANDMARK TREE REPLACEMENTS THAT HAVE DIED. THESE ARE THE: TULA X, EUCALYPTA CRISTATA, LIMENI, Y CALPURNI BUB.
3. REMAINING PROPOSED TREES ARE TO BE REPLACED. MISSING OR REMOVED TREES REQUIRED FOR COMPUTED LAND USE INCLUDE 6 PA, PCEA GLAUCA, WHITE SPRUCE 7 FT. B.M.

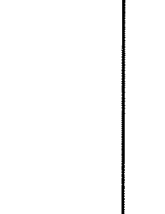
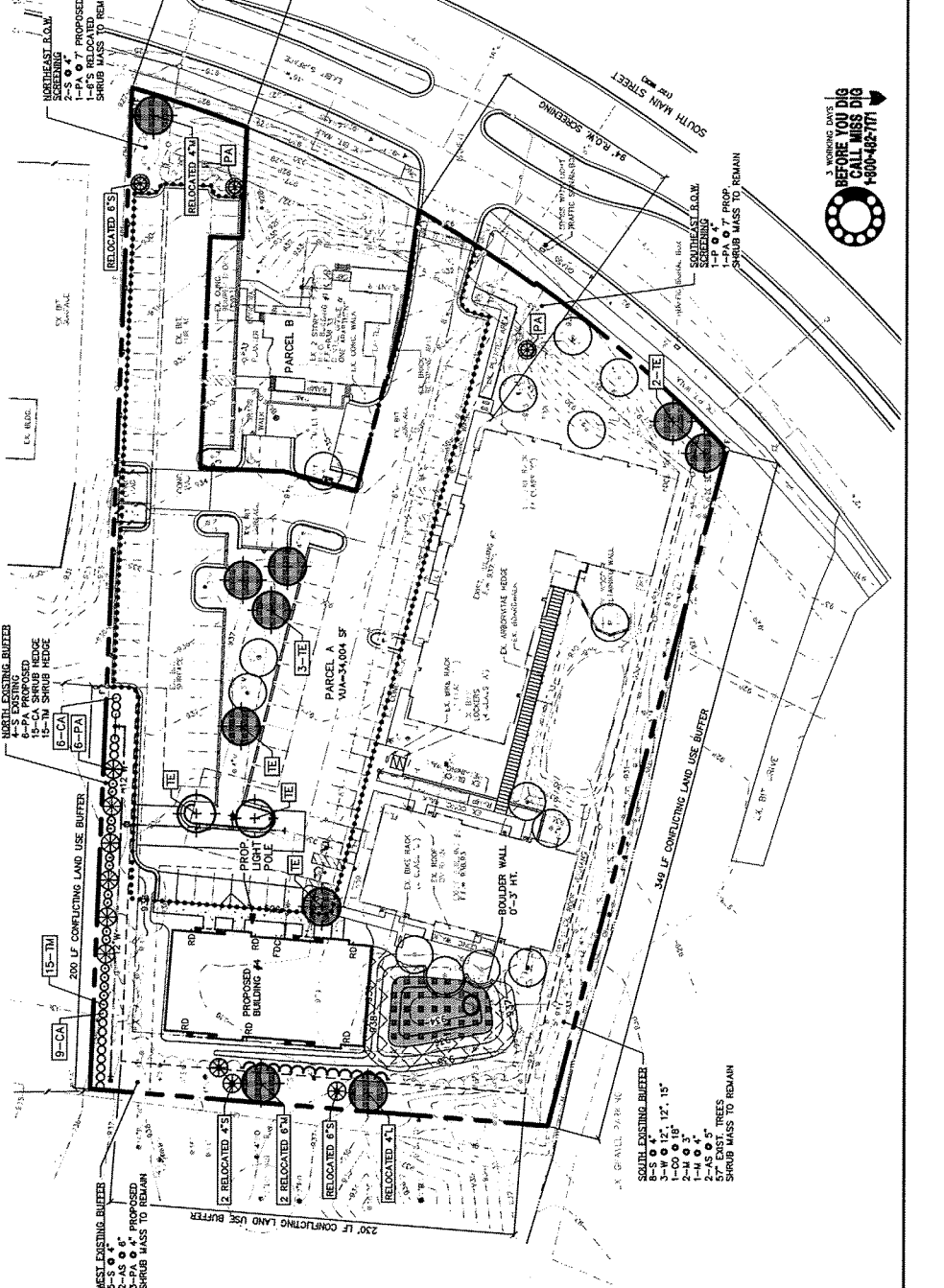


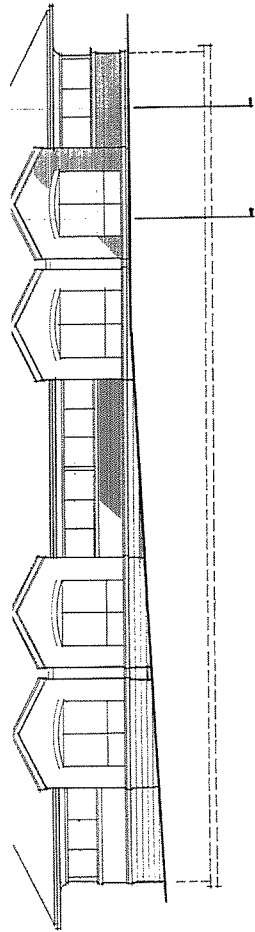
LEGEND

- EXIST. CONTOUR
- EXIST. UTILITY POLE
- EXIST. UTILITY LINE
- EXIST. LIGHT POLE
- EXIST. TELEPHONE LINE
- EXIST. GAS LINE
- EXIST. WATER MAIN
- PROP. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- PROP. GATE VALVE IN WELL
- EXIST. CURB STOP & BOX
- EXIST. STORM SEWER
- PROP. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- PROP. CATCH BASIN OR INLET
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- EXIST. CLEANOUT
- PROP. CLEANOUT
- EXIST. TELEPHONE RISER
- EXIST. WATER METER
- EXIST. GAS METER
- EXIST. FENCE
- EXIST. TREE OR BRUSH LIMIT
- EXIST. SINGLE TREE
- EXIST. SECTION CORNER
- EXIST. FOUND IRON PIPE
- EXIST. FOUND MONUMENT
- EXIST. FOUND IRON ROD
- EXIST. CRITICAL ROOT ZONE/LANDMARK TREE
- EXIST. VEHICULAR USE AREA

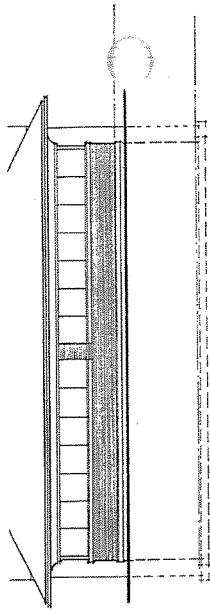
LANDSCAPE LEGEND

- PROPOSED CANOPY TREE (LANDMARK REPLACEMENT)
- EXIST. LANDMARK TREE MITIGATION PLANTINGS
- PROPOSED CANOPY TREE (ROW SCREEN)
- PROPOSED EVERGREEN TREE (ROW SCREEN)
- PROPOSED EVERGREEN TREE (CALI BUTTER)
- PROPOSED SEED MIX 'A' WITH MATING
- PROPOSED SEED MIX 'B' WITH MATING NOT TO BE MOWN

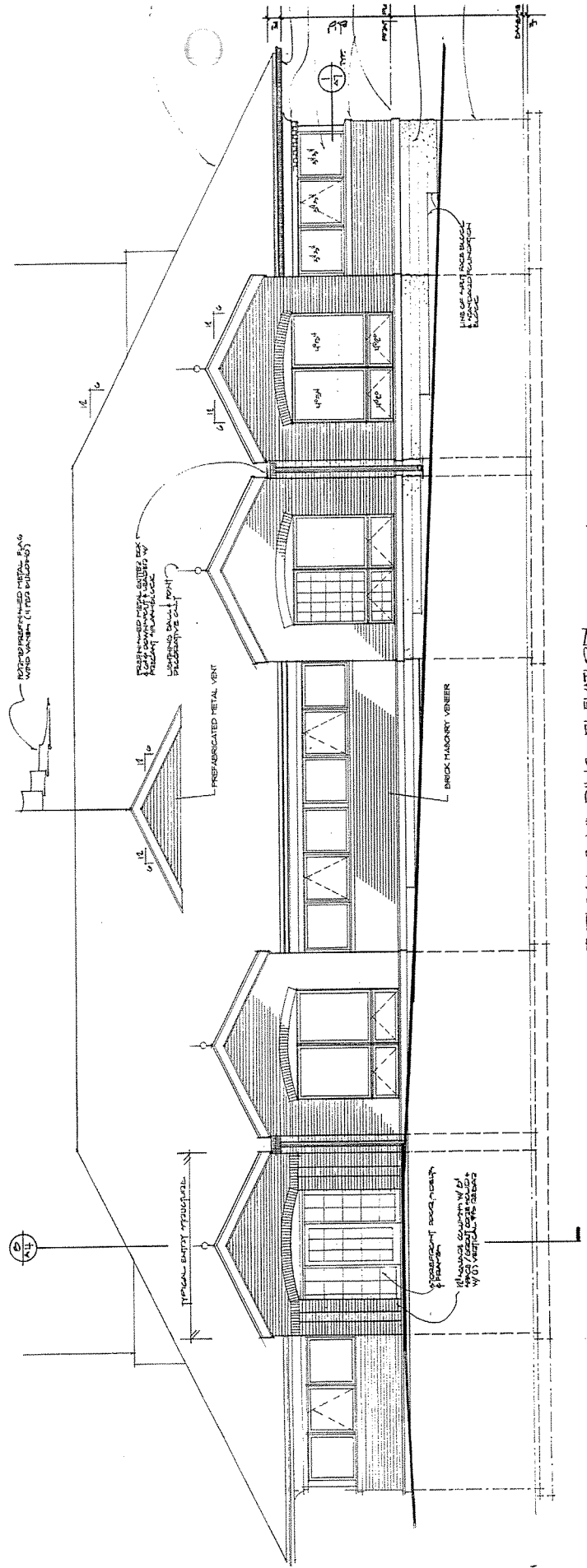




TYPICAL SIDE ELEVATION SCALE 1/8" = 1'-0"



TYPICAL END ELEVATION SCALE 1/8" = 1'-0"



TYPICAL BUILDING ELEVATION SCALE 1/4" = 1'-0"

**DRAFT
12/12/07**

HURON VALLEY PROFESSIONAL CENTER PHASE 2 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 Huron Valley Professional Center LLC, a Michigan limited liability company, with principal address at 2666 White Oak Drive, 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 Huron Valley Professional Center Phase 2, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below, to be surveyed, mapped and site planned as Huron Valley Professional Center Phase 2, 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 private storm water management systems, 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 departments 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) 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-5) To cause to be maintained Public 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-6) 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. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the PROPRIETOR fails to maintain any portion of the 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 maintenance 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, as appropriate, within the time set forth in the notice.

(P-7) 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-8) Prior to application for and issuance of certificates of occupancy, to disconnect _____ footing drains from the same sanitary sewer sub basin as the project. PROPRIETOR, however, may not be required to complete all _____ footing drain disconnects prior to making application and issuance of certificates of occupancy. CITY agrees to provide PROPRIETOR with a "certificate of completion" upon PROPRIETOR'S submittal of "Approved and Final Closed Out Permits" to the City of Ann Arbor Water Utilities Department.

(P-9) 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-10) 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-11) 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-12) 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-13) 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 Huron Valley Professional Center Phase 2 Site Plan.

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

(C-3) To indemnify and hold the PROPRIETOR harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the PROPRIETOR based upon or resulting from any acts or omissions of the CITY, its employees, agents, subcontractors, invitees or licensees in the maintenance or repair of any of the City's Improvements required under this Agreement and the approved site plan.

(C-4) 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:

Parcel Identification Nos

(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:

Huron Valley Professional Center LLC
2666 White Oak Drive
Ann Arbor, MI 48103

By: _____
XXXXXXXXXX

