

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of January 3, 2013

**SUBJECT: 515 North Fifth Site Plan for City Council Approval
(515 North Fifth Avenue)
File No. SP12-026**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 515 North Fifth Site Plan and Development Agreement, subject to a variance for the Conflicting Land Use buffer being granted by the Zoning Board of Appeals.

STAFF RECOMMENDATION

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

STAFF REPORT

The 515 North Fifth Site Plan was postponed by the Planning Commission at the December 4, 2012 meeting to allow for the petitioner to address staff review comments regarding utility, landscaping and natural features analysis. The revised plans have been reviewed and all outstanding staff issues have been addressed.

Planning Commission also requested additional information regarding proposed massing in context with surrounding structures, height and site grading. This information was provided in a revised plan set. The architectural massing reductions are attached. Staff has reviewed and verified compliance with all applicable standards. There have been no other changes to the site plan presented at the December 4, 2012 meeting.

The petitioner has submitted an application for the conflicting land use buffer to the Zoning Board of Appeals. The hearing on the variance request has been scheduled for the January 23, 2013 Zoning Board of Appeals meeting.

Prepared by: Matthew Kowalski
Reviewed by: Wendy Rampson
Revised 1/3/13

Attachments: December 4, 2012 Planning Staff Report
December 28, 2012 Draft Development Agreement
Architectural Massing Elevations

c: City Attorney's Office
Systems Planning

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of December 4, 2012

**SUBJECT: 515 N. Fifth Site Plan for City Council Approval
(515 North Fifth Avenue)
File No. SP12-026**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 515 North Fifth Site Plan and Development Agreement, subject to a variance for the Conflicting Land Use buffer being granted by the Zoning Board of Appeals.

STAFF RECOMMENDATION

Staff recommends that the site plan be **postponed** to give the petitioner an opportunity to address staff comments, including additional information required for utility, landscaping and natural features analysis.

LOCATION

The site is located on the west side of North Fifth Avenue, between Kingsley Street and Beakes Street (Central Area, Huron River Watershed).

DESCRIPTION OF PETITION

The petitioner is seeking site plan approval to construct a three-story, 8,404 square foot multiple-family structure containing a total of four units: two condominium units and two apartments. Each residential unit will contain two bedrooms for a total of eight bedrooms. The existing three-unit apartment structure on the site will be demolished. The estimated cost of construction is \$925,500.

The new structure will be configured with one apartment on the second floor and one apartment on the third floor. A front porch leads to an interior stairwell that will provide access to the two apartment units. The two condominium units will be located at the rear of the building and will have primary access from the sides: one entry door on the south and one on the north side. The building will have a basement with 2 window wells. The rear yard will contain two brick paver patios, one for each condominium unit. The rear units each have a small balcony accessed from the third floor.

The site is accessed by one curb cut from North Fifth Avenue; the new curb cut will be located in approximately the same location as the existing curb cut. A total of six parking spaces are required. The required parking will be provided in an attached four car garage and two exterior spaces adjacent to the building along the southern property line. The petitioner is requesting

that the exterior spaces be deferred at this time, consistent with provisions in Chapter 59 (Off-Street Parking) that allows deferral of up to 40% (2 spaces) of required parking spaces. The petitioner is proposing to plant grass in place of one exterior space and the second space will be constructed of brick pavers and used as a patio with primary entry to one unit. Although the petitioner has indicated they have no plans to construct the exterior parking, deferred parking can be installed at any time after site plan approval.

The site contains less than 5,000 square feet of impervious surface; therefore a storm water management system is not required. The petitioner has proposed a grass swale system to capture storm water and address potential off-site drainage concerns. There currently is no storm water system on the site.

One 20-inch landmark tree, located within the proposed driveway, is proposed to be removed. Mitigation is required and will be provided on site.

A conflicting land use buffer is required between the building and the parcels to the west, north and south. The petitioner meets the requirements of the buffer to the rear, however is requesting a variance for relief from the buffer requirements along the both the north and south side. The required buffer is 15 feet wide, and the petitioner is proposing a landscape buffer that varies from two to 12 feet on the south and a 12-foot buffer on the north, with a five-foot tall screening fence along the entire perimeter of the site.

CITIZEN PARTICIPATION

A citizen participation meeting was not required, but an information postcard was mailed out to all residents within 500 feet. The architect has met with neighborhood residents twice to answer questions and address concerns.

SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Residential/Office	R4C (Multiple-Family Residential District)
EAST	Residential	R4C (Multiple-Family Residential District)
SOUTH	Residential	R4C (Multiple-Family Residential District)
WEST	Residential	R4C (Multiple-Family Residential District)

COMPARISON CHART

	EXISTING	PROPOSED	REQUIRED
Zoning	R4C (Multiple-Family Residential District)	R4C (Multiple-Family Residential District)	R4C (Multiple-Family Residential District)
Gross Lot Area	8,849 sq ft (.20 acre)	8,849 sq ft (.20 acre)	8,700 sq ft MIN
Lot Area per Dwelling Unit	2,950 sq ft/unit	2,212 sq ft/unit	2,175 sq ft/unit MIN
Open Space in % of Lot Area	Unknown	40%	40% MIN
Setbacks	Front	7 ft 8 in	10 ft 5 in MIN (Average of established front setbacks)
	Side(s)	7ft (North) 33 ft 5 inches (South)	12ft 1 in MIN (North) 21ft 3 in MAX (North) 12ft 3 in MIN (South) 20ft MAX (South)
	Rear	69ft	30 ft MIN
Height	25 ft (approx)	29 ft	30 ft MAX
Parking - Automobiles	Unimproved gravel parking area	4 spaces (garages) 2 exterior (deferred)	6 spaces MIN
Parking – Bicycles	0 spaces	4 spaces – Class A (garages)	1 space MIN total (50% Class A, 50% Class C)

* Additional side setbacks are required due to length of building. Increased open space area is provided in the front half of the site in order to equal the additional area that would be contained in the required additional setback.

HISTORY

The existing house was constructed in 1901. A detached garage that was located in the rear yard was demolished in May 2009.

PLANNING BACKGROUND

The City of Ann Arbor Master Plan: Land Use Element (Future Land Use Map) recommendation for this site is multiple-family.

Chapter Seven (Central Area) of the City of Ann Arbor Master Plan: Land Use Element recommends preservation of the existing scale, massing and integrity of housing in the Central Area. New construction is encouraged to complement the existing scale and character of the neighborhood by design features such as front porches and reduced setbacks along streets to match the existing street patterns.

STAFF COMMENTS

Systems Planning – Revisions are needed to the Engineering plans in order to address outstanding staff concerns regarding the utility plan and specifications for improvements within the right-of-way. The site lacks complete fire hydrant coverage; a new hydrant will be required to be installed.

Planning – The petitioner has modified the plans in order to address Planning staff and neighborhood concerns regarding the initial architectural elevations. The project was redesigned to include a front porch and architectural elements that add visual relief to the massing. The majority of the building mass is located to the rear of the site, which allows for more open space in and near the front.

Staff supports the deferral of the two exterior parking spaces, which will allow more side open space and a covered side porch entry.

A development agreement will be required for this project in order to address architectural elevations and offsite improvements required by Project Management staff.

Forestry/Natural Features – The petitioner has indicated that a variance from the Zoning Board of Appeals will be requested for the conflicting land use buffer requirements along the north and south property lines. Staff has requested additional information on the relief requested, and the petitioner is in the process of revising the plans to minimize the variance required.

Soil Erosion/Grading – Additional grading plan information is requested to address concerns regarding potential off-site drainage.

Prepared by Matt Kowalski
Reviewed by Wendy Rampson

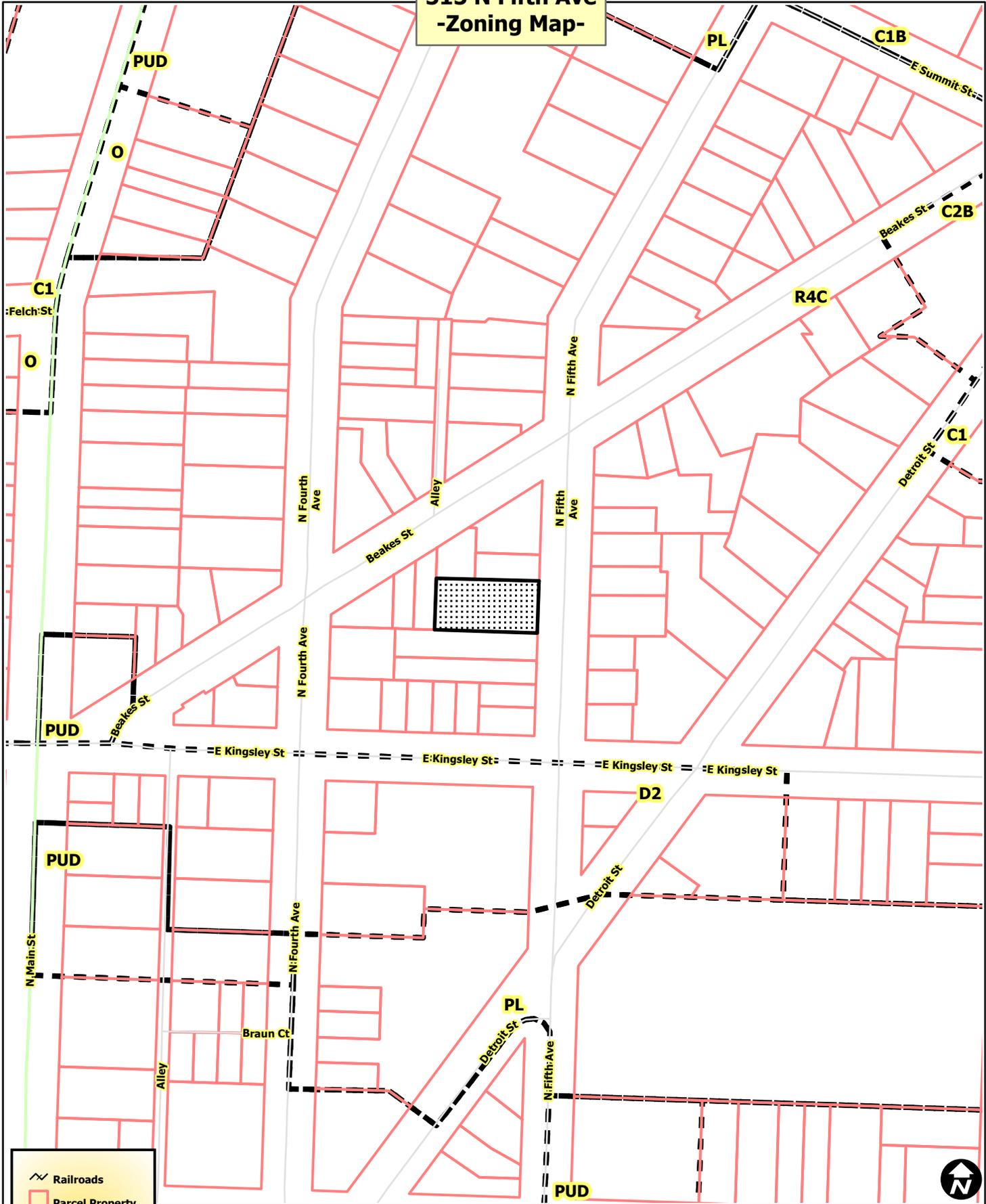
Attachments: Parcel/Zoning Map
Aerial Photo
Site Plan
Landscape Plan
Architectural Elevations
Floor Plans

c: Petitioner: 515 North Fifth Avenue LLC
18621 Steep Hollow Court
Northville, MI. 48168

Petitioner's Representative: Susan Bowers
Bowers and Associates
2400 S. Huron Parkway
Ann Arbor, MI 48104

City Attorney
Systems Planning
File Nos. SP12-026

515 N Fifth Ave -Zoning Map-



Railroads
 Parcel Property
Zoning
 Township
 Zoning



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 Map Created: 9/21/2012

515 N Fifth Ave -Aerial Map-

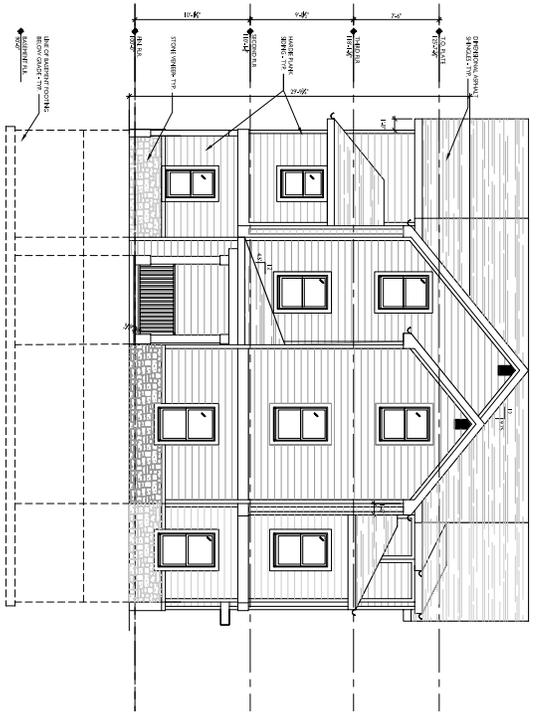


-  Railroads
-  Parcel Property

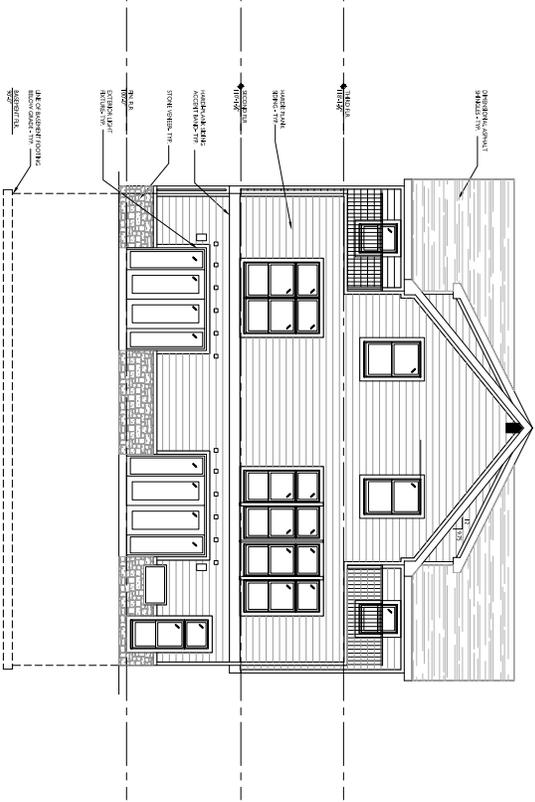


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 Map Created: 9/21/2012





FRONT ELEVATION - FIFTH AVENUE
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

BOWERS+ASSOCIATES
ARCHITECTS

2400 South Huron Parkway + Ann Arbor, MI 48104
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WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION

515 N. FIFTH APARTMENTS

ANN ARBOR, MICHIGAN

PROJECT + NUMBER

11-207

ISSUE + DATE

24 SEPT. 2012 SUBMIT
14 NOV. 2012 RESUB

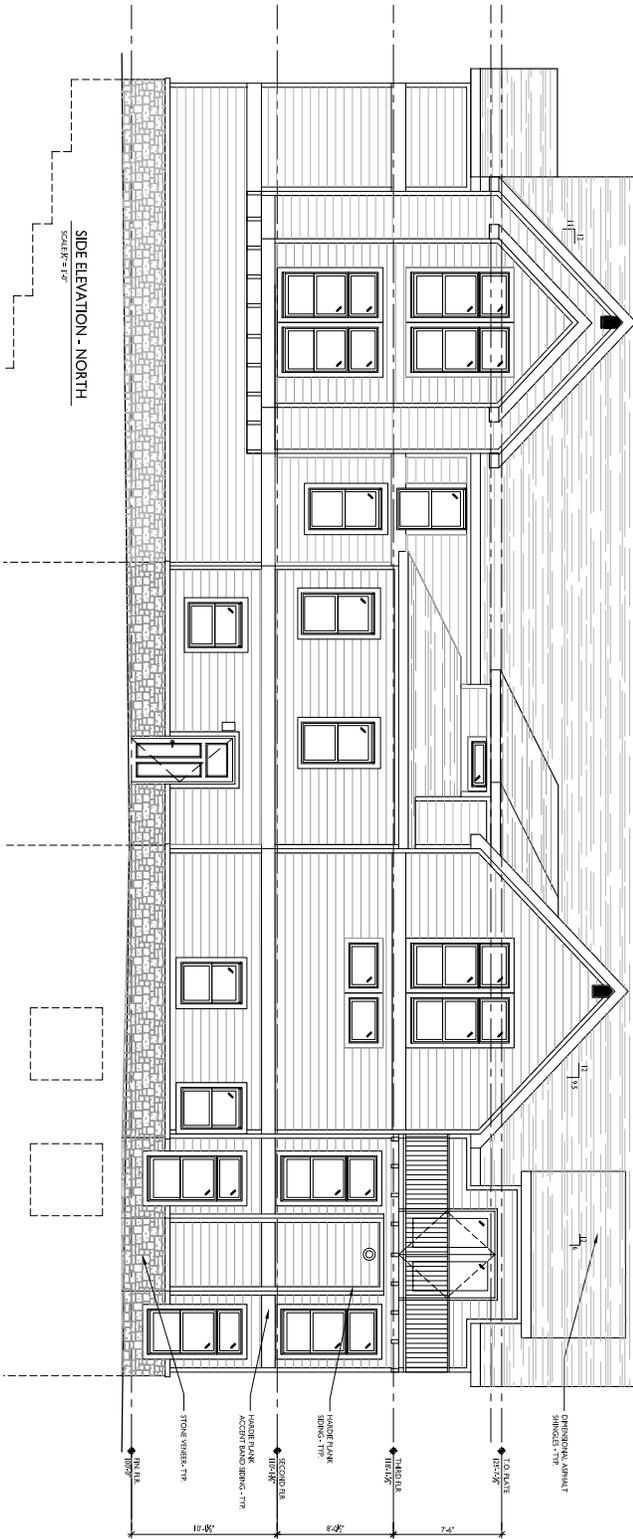
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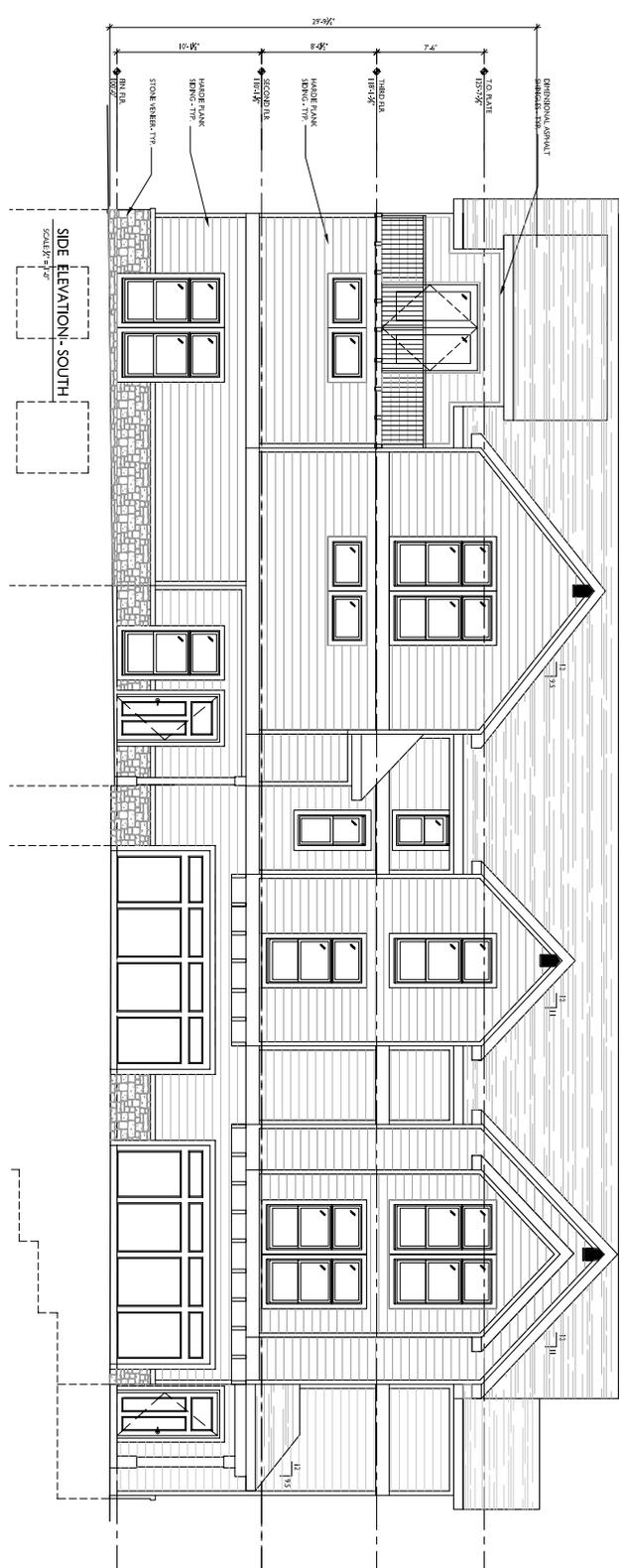
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SHEET + NUMBER

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SIDE ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



SIDE ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"

SHEET + NUMBER
A5.00

11/07/2012.dwg
SHEET + TITLE
EXTENSION ELEVATIONS

ISSUE + DATE
24 SEPT. 2012 SUBMIT
14 NOV. 2012 RESUB

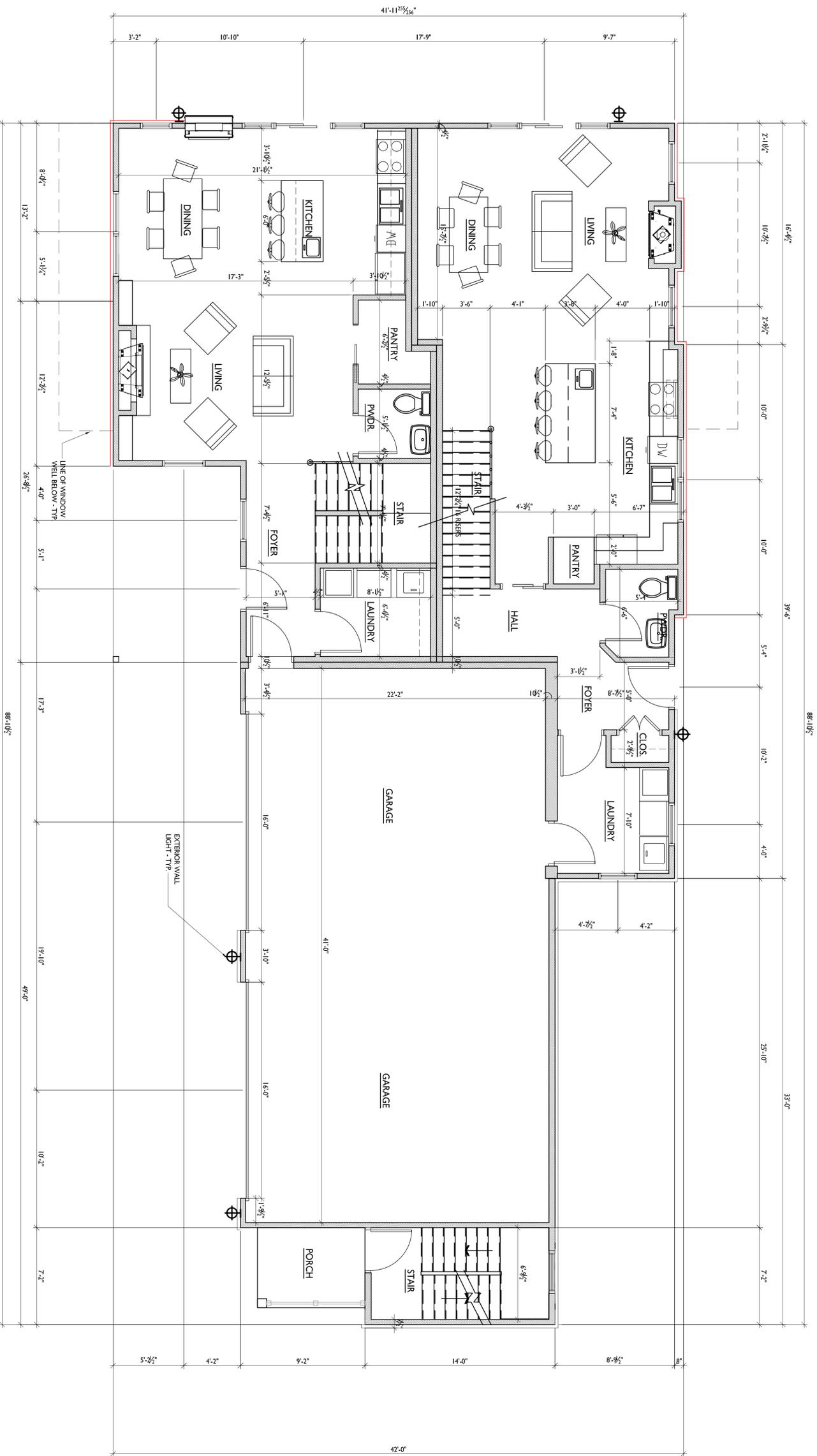
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PROJECT + INFORMATION
515 N. FIFTH APARTMENTS
ANN ARBOR, MICHIGAN

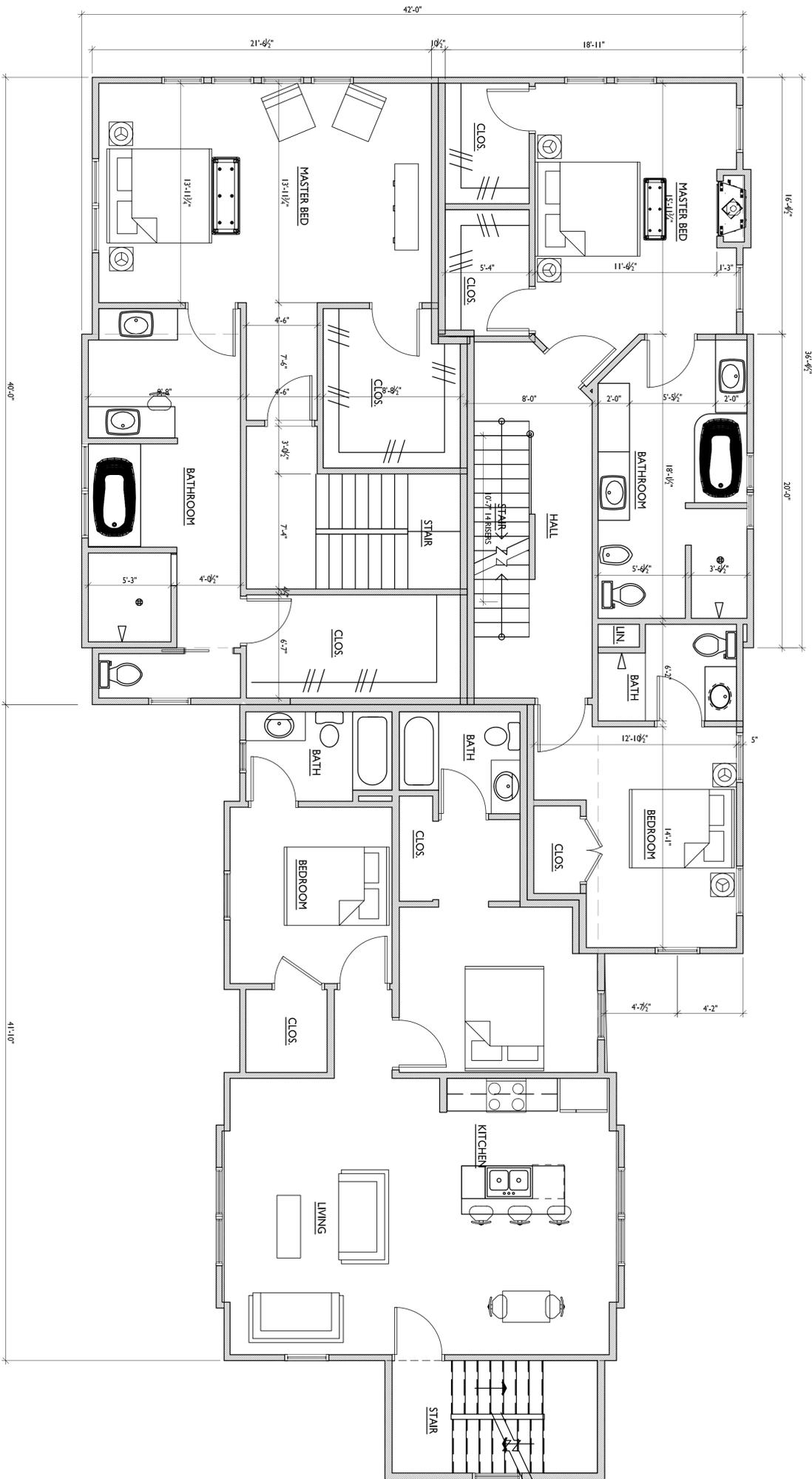
CONSULTANT + NAME

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FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

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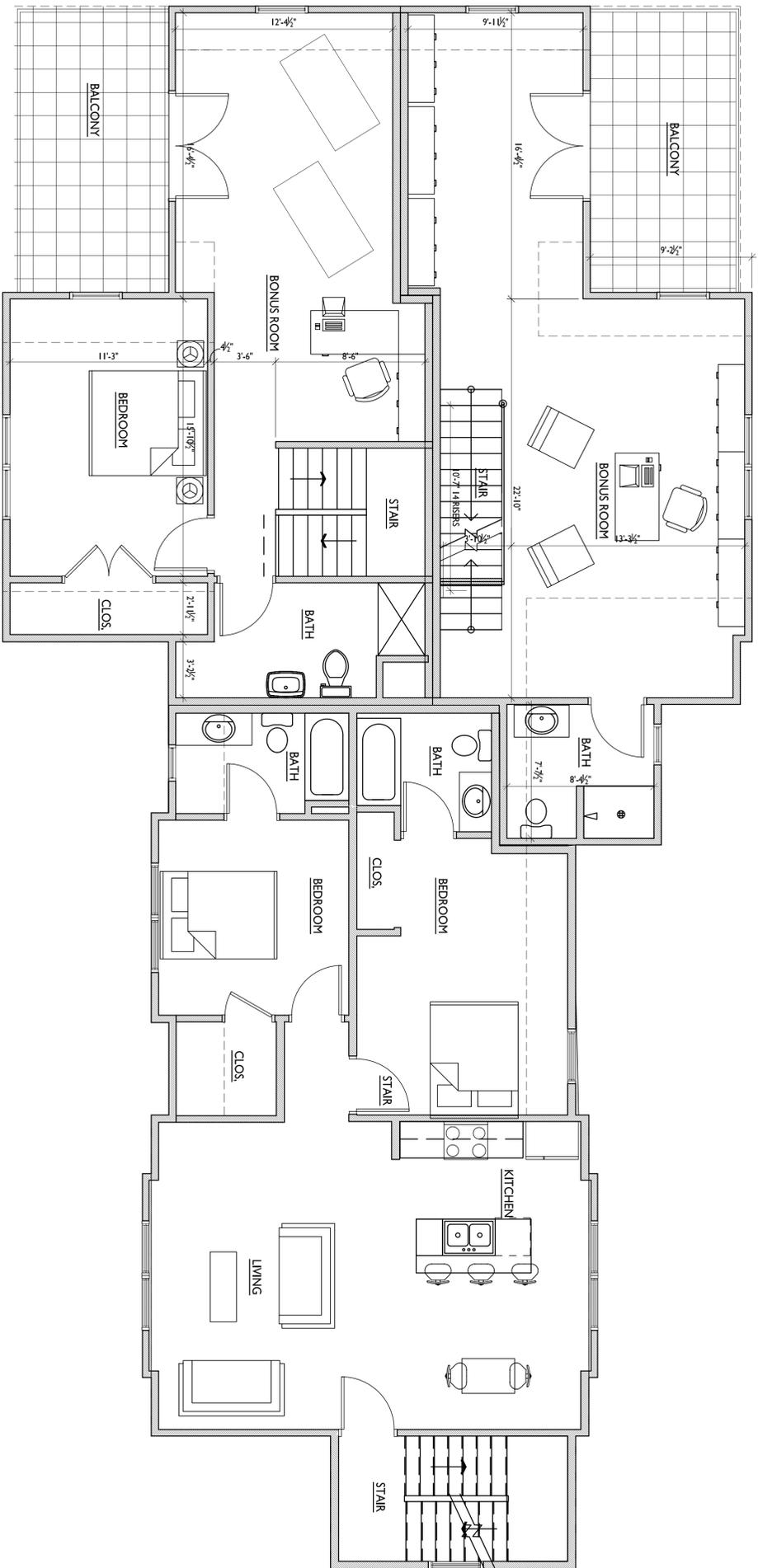
PROJECT + INFORMATION
515 N FIFTH APARTMENTS
ANN ARBOR, MICHIGAN

PROJECT + NUMBER
11-207

ISSUE + DATE
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20 JULY 2012
24 AUGUST 2012
26 NOV. 2012

SHEET + TITLE
FLOOR PLAN
11207mshb.dwg

SHEET + NUMBER
A1.02




THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"

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CONSULTANT + NAME

PROJECT + INFORMATION
515 N FIFTH APARTMENTS
 ANN ARBOR, MICHIGAN

PROJECT + NUMBER
11-207

ISSUE + DATE
 20 JULY 2012
 24 AUGUST 2012
 28 NOV. 2012

SHEET + TITLE
 FLOOR PLAN

SHEET + NUMBER
A1.03

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515 NORTH FIFTH AVENUE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and 515 North Fifth Avenue, a LLC, with principal address at 18621 Steep Hollow Court, Northville, MI 48168, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as *515 North*, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as 515 North Fifth, 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(S) HEREBY AGREE(S):

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water and main, 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 service areas as shall be reasonably required has been provided.

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

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

(P-4) To install all water mains, 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 building permits.

(P-5) To be included in a future special assessment district, along with other benefiting property, for the construction of additional improvements to 515 North Fifth Avenue, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along 515 North Fifth Avenue, frontage when such improvements are determined by the CITY to be necessary.

(P-6) 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-7) 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-8) Existing landmark and street 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 and street 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-9) 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-10) 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-11) 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 substantive 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-12) 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-13) Prior to application for and issuance of certificates of occupancy, to disconnect 1 footing drains, which is based upon the uses currently existing on the Property and those currently contemplated by the Site Plan in accordance with the Guidelines for Completion of Footing Drain Disconnections, Table A, and adopted by City Council, August 18, 2003 and revised November 30, 2005 (the "Guidelines"). In the event the actual intensity of uses contemplated by the Site Plan are either increased or decreased, City and PROPRIETOR agree to adjust the number of footing drains to be disconnected in accordance with the Guidelines.

(P-14) 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-15) 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-16) 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-17) 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 515 North Fifth Avenue Site Plan.

(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:

Lot 89, Assessor's Plat No.29, according to the Plat thereof, as recorded in Liber 9 of Plats, Page 20, Washtenaw County Records.

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

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

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

CITY OF ANN ARBOR, MICHIGAN
301 East Huron Street
Ann Arbor, Michigan 48107

Witnesses:

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Steven D. Powers, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

Witness:

By: _____
Name, Title

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this _____ day of _____, 20____, before me personally appeared John Hieftje, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known

to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority.

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

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

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

DRAFTED BY AND AFTER RECORDING RETURN TO:
Ann Arbor Planning & Development Services
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 794-6265



FRONT ELEVATION - FIFTH AVENUE
SCALE: 1/8" = 1'-0"

BOWERS ASSOCIATES
ARCHITECTURE DESIGN
2400 SOUTH HURON PARKWAY • ANN ARBOR, MI 48104
P: 734.975.2400 • F: 734.975.2410
WWW.BOWERSARCH.COM

CONSULTANT + NAME

PROJECT + INFORMATION
515 N. FIFTH APARTMENTS
ANN ARBOR, MICHIGAN

PROJECT + NUMBER

11-207

ISSUE + DATE

7 DEC. 2012 SUBMIT

SHEET + TITLE
EXTERIOR ELEVATIONS

11207A500C.dwg

SHEET + NUMBER

A5.02