PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of September 10, 2013

SUBJECT: U-Haul Moving & Storage of Ann Arbor Site Plan for City Council Approval

(3655 South State Street)

File No. SP13-007

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the U-Haul Moving & Storage of Ann Arbor Site Plan and Development Agreement, subject to approval of the plan by the Washtenaw County Water Resources Commissioner prior to City Council action on the site plan.

STAFF RECOMMENDATION

Staff recommends that this petition be **approved** because, if the proposed conditions are met, the development would 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 U-Haul Site Plan was postponed by the Planning Commission at the July 2, 2013 meeting to allow for review of revised plans that address issues noted by the City's System Planning, Natural Resources, and Planning staff. After completing the review of revised plans, City staff have confirmed that all outstanding review issues have been addressed. In addition, a site development agreement has been prepared to address off-site utility improvements.

At the July 2nd meeting, the Planning Commission raised several areas of concern that are discussed below:

<u>Pedestrian Connection from South State</u> – In response to concerns from City staff and Planning Commission, the petitioner has moved the connection from the north side of the driveway to the south side of the driveway. While this eliminated a potential pedestrian-vehicular conflict point at the southwest corner of the building, it does result in an angled pedestrian crossing of the drive to the site. The required bicycle parking has been moved to a pad adjacent to the pedestrian walk.

<u>Landscaping along South State</u> – The petitioner has revised the plan to comply with regulations for Right-of-Way landscape buffers. The landscape buffer provided will contain seven trees and dense shrub plantings forming a continuous landscape screen. The Natural Resources Planning Coordinator has completed the review of the revised landscape plan and has confirmed compliance with City Code. A computer image of the proposed view from South State is attached.

<u>Lighting (Interior and Exterior)</u> – An exterior photometric plan has been attached. At the request of Planning Commission, the petitioner has provided an interior lighting and egress plan for the enclosed self-storage. Interior lighting and egress plans will be reviewed at the building permit stage for adherence to applicable building codes.

<u>Signage</u> – The petitioner reviewed the concerns of Planning Commission and determined site and sign visibility is sufficient at this time. There are no changes proposed to the existing signage installed on the site.

Prepared by: Matthew Kowalski Reviewed by: Wendy Rampson

9/5/13

Attachment: 7/2/13 Planning Staff Report

7/24/13 Revised Landscape Plan 9/3/13 Development Agreement

Self-storage Building Interior Layout and Lighting Plans View from South State with Proposed Landscaping

c: Systems Planning

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of July 2, 2013

SUBJECT: U-Haul Site Plan for City Council Approval

(3655 South State Street)

File No. SP13-007

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the U-Haul Site Plan, subject to approval of the plan by the Washtenaw County Water Resources Commissioner prior to City Council action on the site plan.

STAFF RECOMMENDATION

Staff recommends that this petition be **postponed** to allow the petitioner to address planning, landscape and engineer review comments.

LOCATION

The site is located on east side of South State Street, south of Interstate 94 (South Area, Malletts Creek Watershed).

DESCRIPTION OF PETITION

The petitioner seeks to construct a 1,246 square foot addition to the front of an existing retail building; a new 4,994 square foot, single-story warehouse; and a 11,696 square foot, single-story self storage building. The new self-storage building will have interior hallways to access all storage lockers. The warehouse building will be open in the interior for storage of large items. Both new buildings will be located in the rear of the site and not visible from State Street.

The site currently contains one 8,861 square foot retail/service building and four self storage buildings ranging in size from 3,000 square feet to 5,250 square feet. There will be 10 vehicle parking spaces provided for the retail use and 23 parking spaces provided for rental vehicles and warehouse storage uses. A total of 2 Class B bicycle spaces (1 bicycle hoop) will be located at the front of the building and adjacent to the sidewalk leading to the retail entrance. Two additional spaces will be provided inside the rear (garage) portion of the retail building or adjacent to the building's exterior. There is currently 1 curb cut leading to the site, this curb cut will remain after completion of this project.

Based on the total of impervious surface on the site, the petitioner is required to provide first flush, bankfull and 100 year storm detention capacity. The storm water management system for the site was originally constructed in 1991 for previous site planned improvements that were never constructed. The existing system utilizes a large detention pond at the rear of the site,

will be upgraded to increase capacity based on current storm water standards. The pond discharges into Malletts Creek, which runs parallel to the north property line; as a result, the storm water system is under the jurisdiction of the Washtenaw County Water Resources Commissioner.

There are no landmark trees located on the site and no trees will be removed. There are some steep slopes that exist on the site; however these slopes are man-made and the result of the construction of the detention basin in 1990. The petitioner did submit a natural features mitigation plan. This plan has been reviewed and accepted by the City's Forestry and Natural Resources Coordinator, no mitigation is required. Currently, there are no interior landscape islands on the site. The petitioner is required to bring the site up to current landscaping standards. This will result in additional right-of-way buffer vegetation and additional landscape islands and landscaping, including four new landscape islands, 22 new trees and numerous shrubs being added to the site.

As required by the Citizen Participation Ordinance, the petitioner mailed out postcard notification. There were no comments submitted by the public in response to the mailing. Staff has received one communication from an adjacent property owner; a copy of this email is included in the packet.

The estimated cost of construction will be \$1.2 million.

COMPARISON CHART

		EXISTING	PROPOSED	REQUIRED
Zoning		M1A (Limited Light Industrial District)	M1A (Limited Light Industrial District)	M1A (Limited Light Industrial District)
Gross Lot Area		203,566 sq ft	203,566 sq ft	13,000 sq ft MIN
Floor Area in % of Lot Area		12% (23,720 sf)	21% (41,656 sf)	75% MAX
Setbacks	Front	45 ft	20 ft	15 ft MIN, No MAX
	Side(s)	4 ft 9 inches	4 ft 9 inches	0 ft MIN
	Rear	500+ ft	154 ft (self storage building)	0 ft MIN
Height		14 feet MAX	31 ft (Warehouse) 14 ft (Retail) 13 ft (Self Storage)	35 ft MAX
Parking - Automobiles		49 spaces (retail and rental vehicle staging)	33 spaces – retail and storage customers 19 spaces – rental vehicle staging	31 spaces MIN
Parking – Bicycle		None	2 Class B 2 Class C	2 Class B MIN 2 Class C MIN

SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Office	M1 (Limited Industrial District)
EAST	Office	RE (Research District)
SOUTH	Office	RE (Research District)
WEST	Commercial	TWP (Township)

HISTORY

The existing retail building was constructed prior to 1970 when the parcel was in Pittsfield Township's jurisdiction, and no site plan exists on file. The site was annexed in 1971. In 1984, a site plan was approved to demolish the existing building and construct two new storage and service buildings with a total of 39,110 square feet. These planned improvements were never constructed. In 1991, a site plan was approved to remodel the existing retail building, construct the four existing storage buildings and the existing detention pond as Phase 1 and an additional five storage buildings as Phase 2. Phase 1 was completed, including the detention pond, however Phase 2 was never constructed and the site plan expired. In 2000, a site plan was approved to construct four additional storage buildings and modify the parking and landscaping on site. The buildings and improvements were not constructed and the site plan expired.

PLANNING BACKGROUND

The <u>City of Ann Arbor Master Plan: Land Use Element</u> identifies this parcel as part of the South Area and recommends research and industrial uses. The plan contains design recommendations for commercial development, including the use of masonry, extensive landscaping, reduced setbacks along the street and public access linkage. This site was included in the South State Street Corridor Plan and recommended for office uses in the future. The Plan also recommends enhanced non-motorized access to buildings, and aesthetic improvements recognizing State Street as a gateway corridor to the City.

The <u>Non-Motorized Plan</u> recommends bicycle lanes and sidewalks on both sides of the street for South State Street and Ellsworth.

The <u>Transportation Plan</u> Short-term Recommendations propose intersection improvements at State and Ellsworth intersection along with a traffic corridor study on Ellsworth from State Street to Platt Road; a roundabout at this intersection is currently under construction. The Mid-term Recommendations propose a traffic corridor study along South State Street between Eisenhower and Ellsworth Blvd. The Long-term Recommendations propose intersection improvements north and south of I-94.

STAFF COMMENTS

<u>Systems Planning (Engineering)</u> – No sanitary sewer mitigation will be required. Outstanding issues regarding the water main location and easement must be addressed prior to site plan approval.

<u>Systems Planning (Landscaping)</u> - The proposed plan will bring the site into compliance with current landscaping standards. At this time, the site plan provided does not meet the standards for right-of- way buffer requirements. The petitioner is working to provide the required berm or continuous landscape screen along the front of the property.

<u>Systems Planning (Soil Erosion and Storm Water)</u> – The subject site is under the jurisdiction of the Washtenaw County Water Resources Commissioner (WCWRC). Preliminary approval of the storm water system is needed before City Council approval of the plan.

<u>Planning</u> – The site plan and proposed construction of new building will help organize the site and bring it into compliance with all existing City Codes and requirements. The addition to the retail building will represent an improvement to the existing street façade. The new design, including the addition of front windows in the existing retail building, will be consistent with some the <u>Master Plan: Land Use Element</u> retail design recommendations, such as pedestrian access, additional site landscaping, and reduced setbacks along the street. Although the use of metal panels is consistent with the existing retail building, staff would recommend the use of masonry and other building design elements as recommended in the Master Plan and South State Street Corridor Plan.

The site will provide a public access linkage directly from the public sidewalks and adjacent bus stop to the proposed retail building; however the exact details of the layout have not been finalized.

The petitioner is still working on placement of two additional bicycle parking spaces. The final location will either be inside the retail/service building or adjacent to the building near the public sidewalk linkage.

Prepared by Matt Kowalski Reviewed by Wendy Rampson

Attachments: Parcel/Zoning Map

Aerial Photo Site Plan Landscape Plan

Elevations

c: Petitioner: Samantha Keating

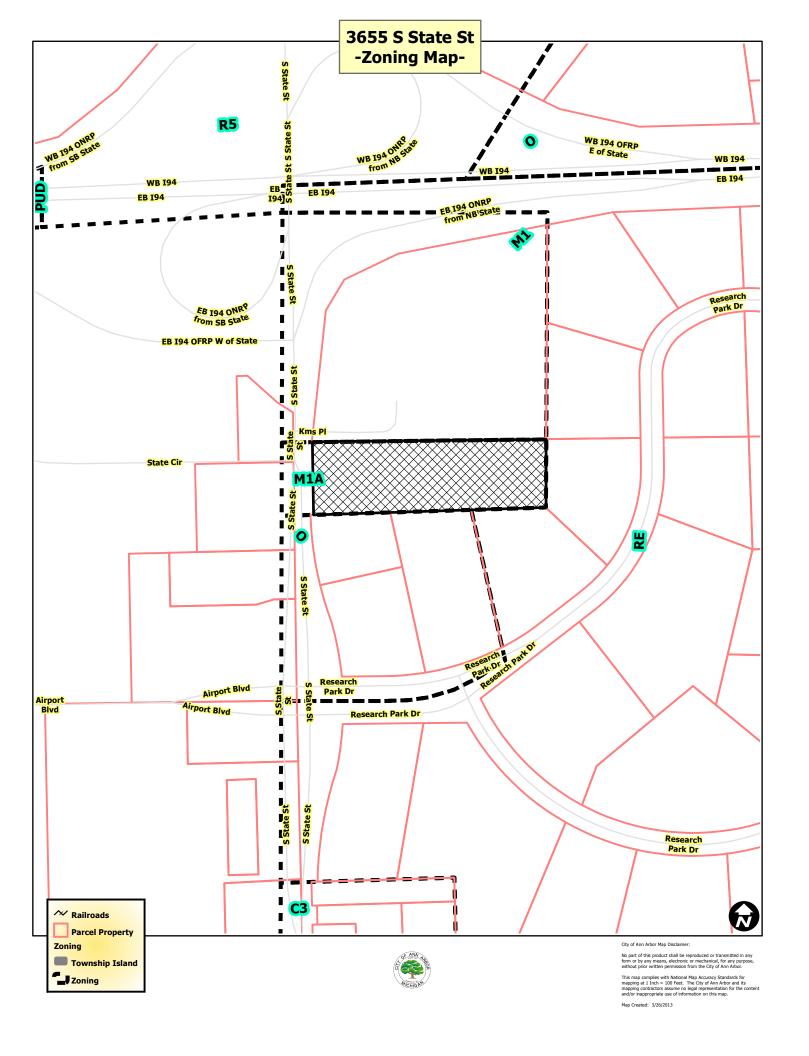
AMERCO Real Estate Company 2727 North Central Avenue

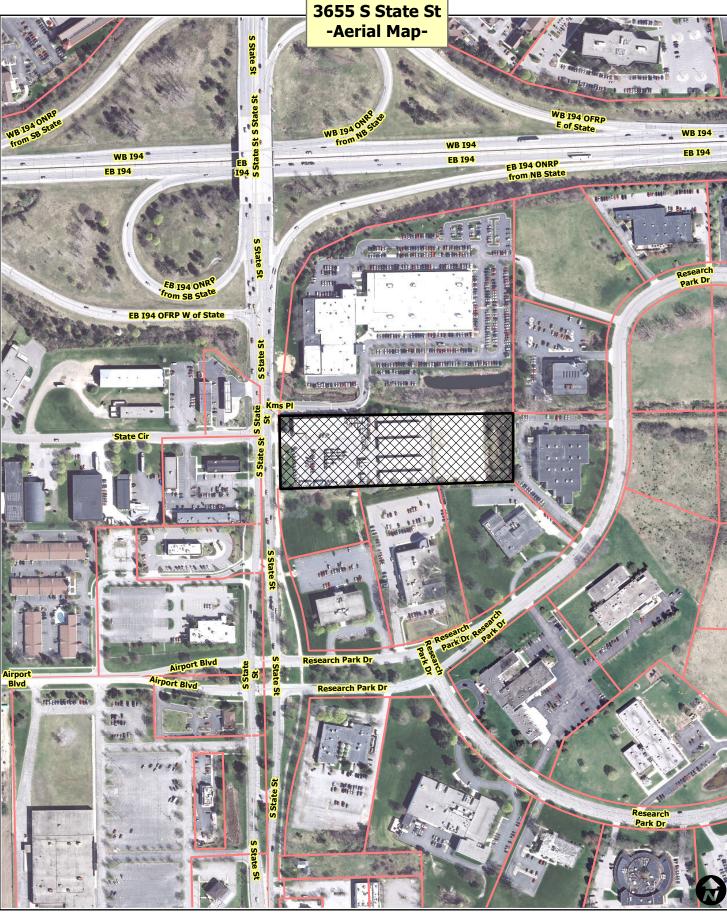
Phoenix, AZ 85004

Owner: Twenty Five SAC

1250 East Missouri Drive Phoenix. AZ 85014

Systems Planning File No. SP13-007





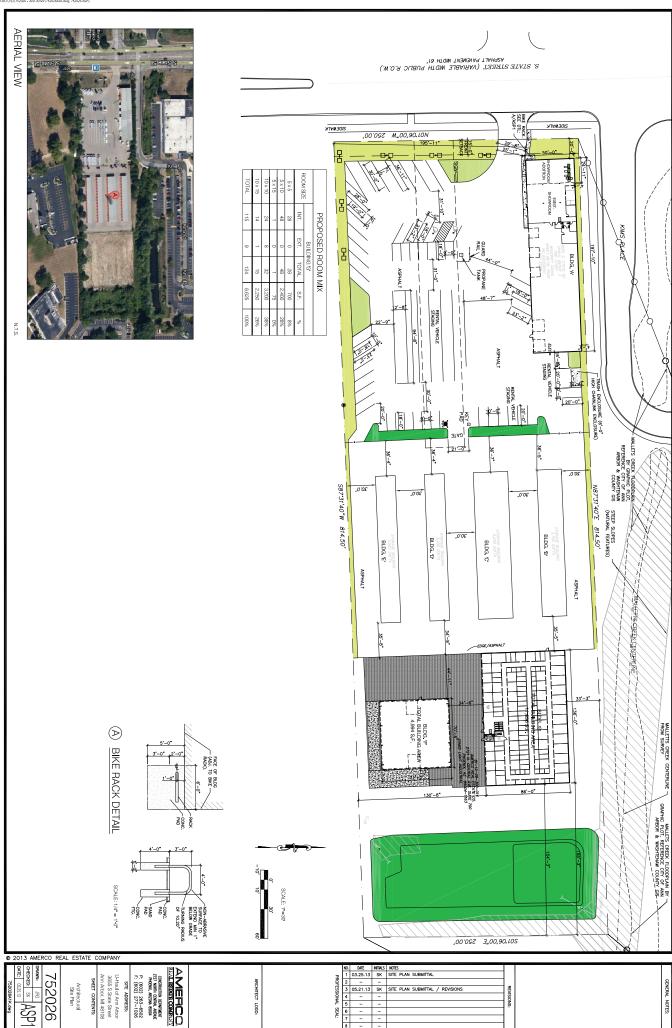


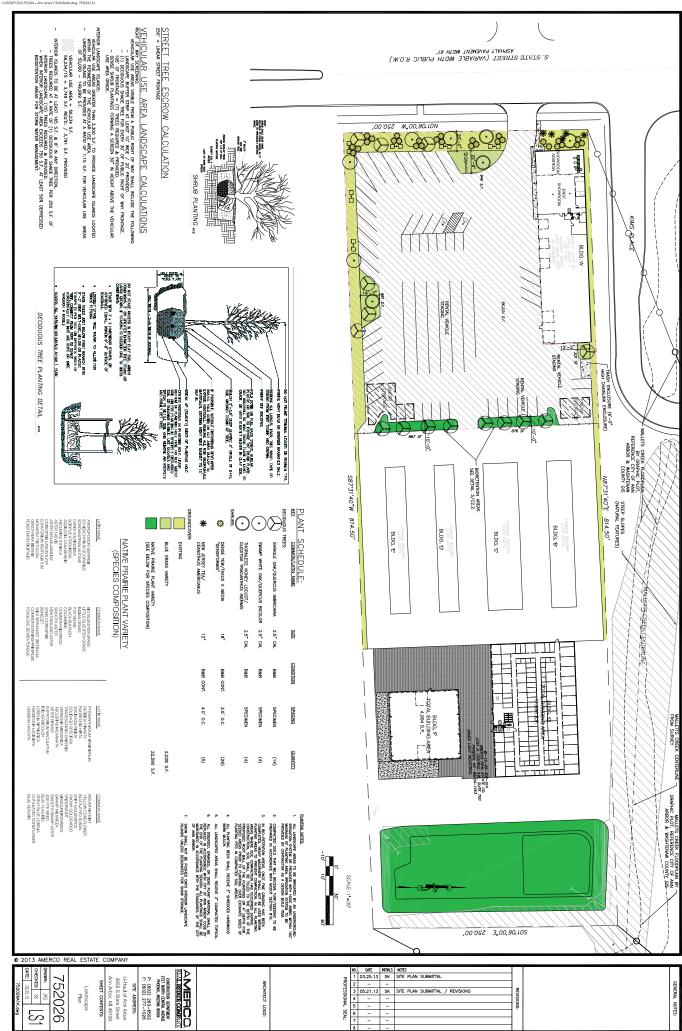


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U-HAUL DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of ____, 2013, 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 Twenty Five SAC Self-Storage Limited Partnership, a Nevada Limited Partnership, with principal address at 1250 E Missouri Avenue, Phoenix, Arizona 85014, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as U-Haul Moving and Storage of Ann Arbor, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as U-Haul Moving and Storage of Ann Arbor, and desires site plan approval 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 main and private storm water management systems, ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.
- (P-2) To construct all improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on

the latest date of the acceptance of any Improvements by the CITY. If the PROPRIETOR fails to construct the improvements, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above requiring it to commence and complete the improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR, if the PROPRIETOR does not complete the work within the time set forth in the notice.

- (P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the PROPRIETOR'S engineer inspects.
- (P-4) To install all water mains, storm sewers and sanitary sewers, through the first course of asphalt, pursuant to CITY approved plans and specifications, 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 South State Street, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along South State Street, frontage when such improvements are determined by the CITY to be necessary.
- (P-6) To convey to the CITY, prior to the issuance of any permits and subject to acceptance by the Ann Arbor City Council, on-site and off-site water main easements.
- (P-7) To indemnify and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the PROPRIETOR, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.
- (P-8) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as named insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.
- (P-9) 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) 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-11) 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-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) 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-14) 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-15) 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-16) 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 *insert name of project*.
- (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:

legal description(s) to be inserted here

(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 301 East Huron Street Ann Arbor, Michigan 48107	
	By:	
	By:	
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	
to be the persons who ex of said Corporation, and	
	NOTARY PUBLIC County of Washtenaw, State of Michigan My Commission Expires: Acting in the County of Washtenaw
STATE OF MICHIGAN	
County of Washtenaw) ss:)
	, 20, before me personally appeared, to on who executed the foregoing instrument, and acknowledged that he executed 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

