

ANN ARBOR PLANNING DEPARTMENT STAFF REPORT

For Planning Commission Meeting of September 4, 2019

**SUBJECT: Hideaway Lane Planned Project Site Plan
(2000 Traver Road) (SP17-031)**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Hideaway Lane Planned Project Site Plan and Development Agreement.

STAFF RECOMMENDATION

Staff recommends that the Planned Project Site Plan be **postponed**. The petitioner requested postponement since critical staff members from the development team will not be able to attend the public hearing.

LOCATION

The site is located on the south side of Traver Road south of Leslie Park Golf Course, at the point where the road surface changes from asphalt to gravel. (Northeast Area, Traver Creek Watershed)

DESCRIPTION OF PETITION

The site currently consists of a 9-unit townhome community and a single-family home. The petitioner proposes to construct 34 new duplex units (in 17 buildings) and a new single-family home. A total of 97 parking spaces are proposed: 17 existing surface spaces, 1 space for the existing single-family home, 69 new garage spaces for the duplex units (16 units will have 2-car garages and one unit will have a 1-car garage) and one new single-family home, and 10 new surface spaces. 87 spaces are required. Planned Project approval is being requested for reducing the rear setback from 30 feet (required) to 20 feet and reduce the building separation requirement from 20 feet (required) to 10 feet.

The site contains a watercourse, its 100-year floodplain, and wetlands. Traver Creek, a county drain, runs along the west side of the site. The 100-year floodplain boundary is generally contained within the creek banks. A 25-foot natural features open-space exists from the west edge of the creek inward. Four wetland areas exist on the site. Two existing wetland areas are proposed to be enhanced. One is located along the east property line. The other is located at the far south end of the site. These wetlands were part of an earlier attempt to mitigate the loss of some wetland areas on the site when the first Hideaway Lane development project was in the process of being constructed approximately 15 years ago. These wetlands are being enhanced to mitigate the loss of two small wetlands during construction of the preceding project in the early 2000's. Regulated trees were removed as part of the previous development project. 240 inches of replacement trees have already been provided and 30 inches of credit will be provided

for invasion species removal. 541.5 inches of replacement trees is required. These trees will be planted on site.

A large detention pond is provided on the south side of the site. An old spillway is located on the far south side of the site to accommodate storm water from the railroad tracks to Traver Creek. Bicycle parking will primarily be provided by the garages of the new dwelling units. One hoop style rack will be provided behind the dumpster on the north side of the site. A new solid waste area is proposed near the entrance to the community. A 30-foot wide access easement and a separate 40-foot wide utility easement will provide access to the parcel east of the site.

Planned project modifications have been requested to reduce the building separation between the duplexes from 20 to 10 feet. The new buildings will be provided fire suppression (sprinkler) systems. The petitioner is also proposing to reduce the rear setback from 30 to 20 feet. The rear setback abuts the railroad track.

A development agreement has been drafted.

SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Leslie Park Golf Course	PL Public Land
EAST	Single-family Residential	Township
SOUTH	Ann Arbor Railroad, Truck Rentals (on Plymouth Road)	Township
WEST	Multiple-family Residential	R4A Multiple-family Residential

COMPARISON CHART

	EXISTING	PROPOSED (all measurements for combined site)	REQUIRED	
Zoning	R4A	R4A	R4A	
Gross Lot Area	199,069 sq ft*	199,069 sq ft*	21,780 sq ft MIN	
Min. Lot Area Per Dwelling Unit	19,907 sq ft per unit (10 existing units on site)	6,421 sq ft per unit average**	4,300 sq ft MIN**	
Min. Usable Open Space in % Lot Area	Unknown	65.6%	65% MIN	
Setbacks	Front	46 ft (townhouse site, to existing bldg)	46 ft	15-40 ft MIN
	Side(s)	20 ft – east 40 ft – west (townhouse site)	20 ft – east 40 ft – west	20 ft MIN – Planned Project Modification requested to reduce to 15 ft.
	Rear	760 ft (townhouse site)	20* ft	30 ft

Height	Approx 21 feet	29 ft	35 ft MAX
Parking - Automobiles	18 spaces	97 total (27 surface, 70 garage)	87 spaces MIN
Parking - Bicycles	None	34 Class A (garage) and 2 Class C	1 Class A, 1 Class C MIN

* Requires Planning Project approval

HISTORY

The parcel was site planned as “Traver Park” and approved in 1965. 9 of the originally proposed 49 townhome units were constructed in the 1960’s. In 2003, a developer received approval to construct 22 additional single-family homes while keeping the 9 townhomes. One of those homes was constructed as well as the basement for 3 homes. The basements will be used as basements for two duplexes and one single family home. Around that time, portions of the site were graded with some trees being removed and replaced.

PLANNED PROJECT MODIFICATION

The petitioner is requesting planned project approval to reduce the rear setback requirement from 30 feet to 20 feet and reduce the building separation requirement from 20 feet to 10 feet. (Petitioner statements are in plain type)

Modification Request

The petitioner is requesting permission to construct units 20 feet from the rear property line which exceeds the 30-foot rear setback requirement by 10 feet and allow new buildings to have 10 feet of separation instead of the required 20 feet.

Based upon compliance with the following standards, the Planning Commission may recommend approval, and City Council may approve modifications of the area, height and placement regulations of the Zoning Chapter in the form of a planned project site plan:

- 1. The lot(s) included in the planned project must meet the minimum gross lot size requirement of the zoning district in which they are located.**

N/A

The project meets the minimum gross lot size of the R4A zoning district

- 2. The proposed modifications of zoning requirements must provide one or more of the following:**

- a) Usable open space in excess of the minimum requirement for the zoning district.**

The minimum open space requirement is 65%. The proposed project provides 65.6% open space.

b) Building or parking setback(s) in excess of the minimum requirement for the zoning district.

The petitioner proposes setbacks on the west side of the site that exceed the 20-foot requirement. The new duplex units are proposed to be approximately 60 feet away from the west property line. The rear setback is required to be 30 feet. The petitioner is proposing 20 feet. However, the rear of the site abuts railroad tracks and the proposed buildings will not negatively impact uses south of the site.

c) Preservation of natural features that exceeds ordinance requirements, especially for those existing features prioritized in the land development regulations as being of highest and mid-level concern.

NA

d) Preservation of historical or architectural features.

NA

e) Solar orientation or energy conserving design.

NA

f) An arrangement of buildings which provides a public benefit, such as transit access, pedestrian orientation, or a reduced need for infrastructure or impervious surface.

NA

g) Affordable housing for lower income households.

N/A

h) Permanent open spaces of 20 percent or more in any low-density residential district.

NA

3. The planned project shall be designed in such a manner that traffic to and from the site will not be hazardous to adjacent properties.

A Trip Generation Analysis was provided to staff that determined that a full traffic study was not necessary. Traffic from the project is not expected to create hazardous conditions to adjacent properties.

4. The proposed modifications shall be consistent with the proper development and use of adjacent land and buildings.

The proposed project is consistent with development patterns in the neighborhood.

5. Required off-street parking and landscaping must be provided in accordance with the provisions of Chapters 59 and 62.

Off street parking and landscaping have been provided as shown on the submitted plans in accordance with Parking and Landscaping requirements of the Unified Development Code. Proposed parking and bicycle parking exceed requirements.

6. The standards of density, allowable floor area and required usable open space for the zoning district(s) in which the project is located must be met.

The proposed project meets the standards as indicated on the submitted plans. The requested planned project modifications do not result in more Floor Area being constructed than permitted by the zoning ordinance just a more desirable and innovative configuration of the building floor area. The petitioner is providing porches and stoops for each duplex unit. Active open space also exists in courtyard within the townhouse structure.

7. There shall be no uses within the proposed project which are not permitted uses in the zoning district(s) in which the proposed project is to be located.

All the proposed uses within the proposed project, are allowed in the existing R4A zoning district.

The petitioner is proposing to meet the following standards of Planned Project approval:

- *Open space in excess of minimum*
- *Building setbacks in excess of minimum*

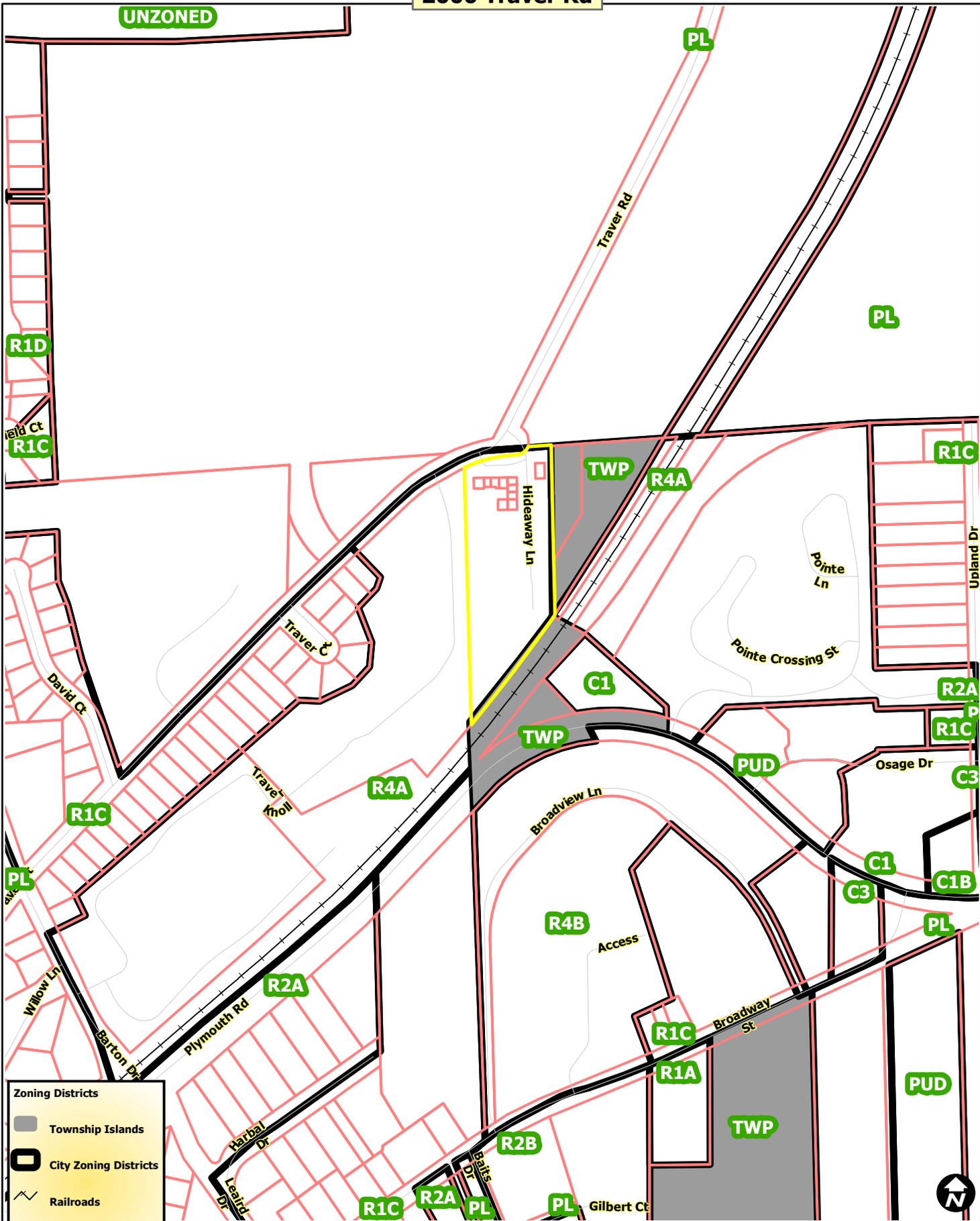
DEPARTMENT COMMENTS PENDING, DISMISSED OR UNRESOLVED

Planning – Staff supports the Planned Project Site Plan. The petitioner is providing more open space than is required and making a fee-in-lieu of parkland contribution of \$21,875.

Prepared by Jeff Kahan
Reviewed by Brett Lenart
mg/8/30/19

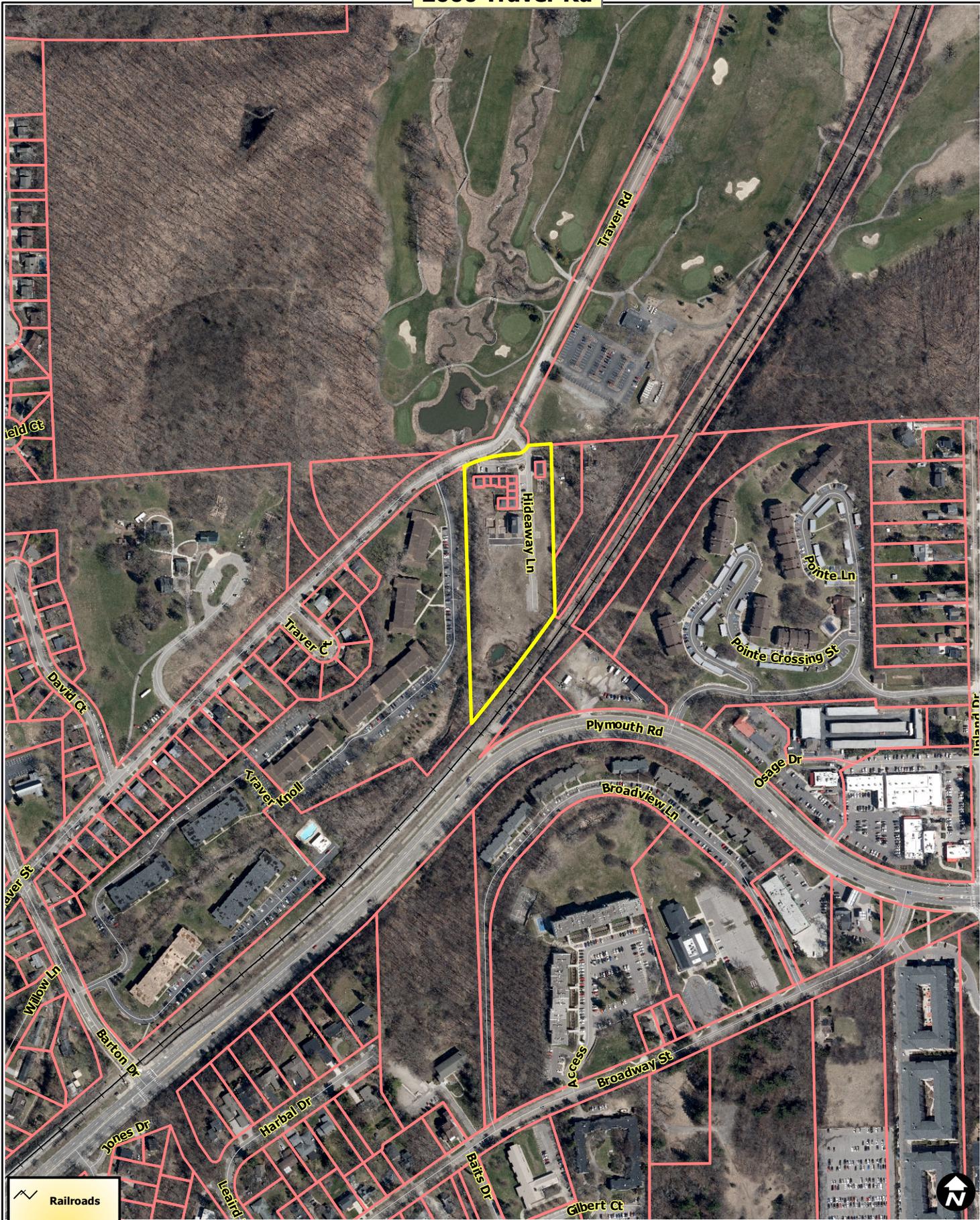
Attachments: Zoning/Aerial Maps
[Site Plan](#)
8/28/19 Draft Development Agreement

2000 Traver Rd



Map date: 8/13/2019
 Any aerial imagery is circa 2018 unless otherwise noted
 Terms of use: www.a2gov.org/terms

2000 Traver Rd



-  Railroads
-  Huron River
-  Tax Parcels



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2000 Traver Rd



-  Railroads
-  Huron River
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Map date: 8/13/2019
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THE HIDEAWAY LANE 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 Trowbridge Homes of Hideaway, LLC, a Michigan limited liability company, with principal address at 2617 Beacon Hill drive, Auburn Hills, Michigan, 48326 hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described below and site planned as Hideaway Lane, and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as Hideaway Lane, and desires site plan and development agreement approval thereof, and

WHEREAS, the DEVELOPER 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 DEVELOPER will install these improvements prior to any permits being issued.

THE DEVELOPER(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 sanitary sewer mains, private storm water management systems, and public sidewalks ("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 DEVELOPER fails to construct the Improvements, the CITY may send notice via first class mail to the DEVELOPER 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 DEVELOPER, if the DEVELOPER 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 DEVELOPER'S engineer inspects.

(P-4) Prior to the issuance of building permits and recording the master deed, to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public improvement to be conveyed by the easement.

(P-5) To provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

(P-6) To install all water mains, storm sewers, sanitary sewers, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site and to abandon all existing utility service leads that will not be reused prior to the issuance of any building permits for each phase of the development as shown on the approved site plan or at a later time as determined by the CITY Public Services Area.

(P-7) To be included in a future special assessment district, along with other benefiting property, for the construction of additional improvements to Traver Road such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along the Traver Road frontage when such improvements are determined by the CITY to be necessary.

(P-8) To indemnify, defend 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 DEVELOPER, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.

(P-9) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

(P-10) Existing street trees shown on the site plan as trees to be saved shall be maintained by the DEVELOPER in good condition for a minimum of three years after acceptance of the public improvements by the CITY or granting of Certificate of Occupancy for the final unit. Existing 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 for the final unit, shall be replaced by the DEVELOPER as provided by Unified Development Code.

(P-11) For the benefit of the residents of the DEVELOPER'S development, to make a park contribution of \$21,875 to the CITY Parks and Recreation Services Unit, prior to the issuance of the certificate of occupancy, for improvements to nearby parks.

(P-12) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the DEVELOPER to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the DEVELOPER one year after the date of acceptance by the CITY.

(P-13) To construct, repair and/or adequately maintain on-site storm water management system. If the DEVELOPER fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the DEVELOPER 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 DEVELOPER if the DEVELOPER does not complete the work within the time set forth in the notice.

(P-14) 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-15) 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, DEVELOPER 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-16) 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 DEVELOPER 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 DEVELOPER is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-17) Prior to the issuance of any Certificate of Occupancy, the petitioner will provide evidence that all of the new dwelling units have been fully sprinkled according to Section 903.3.1.1-3 of the International Fire Code.

(P-18) 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-19) DEVELOPER 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 DEVELOPER has legal authority and capacity to enter into this Agreement for DEVELOPER.

(P-20) 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 DEVELOPER complies with the approved site plan and/or the terms and conditions of the approved Agreement. The DEVELOPER 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 Agreement.

(P-21) In addition to any other remedy set forth in this Agreement or in law or equity, if DEVELOPER 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-22) 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 Hideaway Lane 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 DEVELOPER, 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:

LAND SITUATED IN THE CITY OF ANN ARBOR, COUNTY OF WASHTENAW, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

UNITS 3 THROUGH 21, INCLUSIVE, OF "HIDEAWAY LANE CONDOMINIUM", A CONDOMINIUM ACCORDING TO THE AMENDED AND RESTATED MASTER DEED RECORDED IN LIBER 5036 PAGE 137, WASHTENAW COUNTY RECORDS, AS AMENDED, AND DESIGNED AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 497, TOGETHER WITH RIGHTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

(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 DEVELOPER, 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 DEVELOPER in writing that the DEVELOPER has satisfactorily corrected the item(s) the DEVELOPER 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.

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

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Howard S. Lazarus, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

By: _____
Anthony Randazzo, Authorized
Representative, Trowbridge Homes of
Hideaway, LLC

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Christopher Taylor, Mayor and Jacqueline Beaudry, City Clerk of the City of Ann Arbor, a Michigan municipal corporation, on behalf of the corporation.

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

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____ of Trowbridge Homes of Hideaway, LLC, a Michigan limited liability company, on behalf of the company.

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
ATTN: Brett Lenart
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 794-6265

DRAFT