



Rochester Hills Master Report

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File Number: 2004-0905

File Number: 2004-0905 **File Type:** Ordinance **Status:** For Introduction
Version: 8 **Reference:** 94-426 **Controlling Body:** City Council
Requester: Planning/Development **Cost:** **Introduced:** 10/19/2004
File Name: Rochester College PUD **Final Action:**

Title: Acceptance for First Reading - An amendment to Chapter 138 of the Code of Ordinances to rezone three parcels of land totaling approximately 80 acres, known as Parcel Nos. 15-15-376-001, 15-15-451-003 and -006 to PUD (Planned Unit Development) - City File No. 94-426, Rochester College, applicant

Notes: See File No. 2004-0340

RES0079-2005 adopted 3/16/2005 Version 5

Code Sections:

Indexes: Planned Unit Development

Sponsors:

Attachments: Agenda Summary RC_5-18-05.pdf, Map.pdf, Report Staff 041905.pdf, 031605 Agenda Summary.pdf, Staff Report 020405.pdf, Memo Delacourt 022405.pdf, PUD Agreement.pdf, 0905 Exhibits.pdf, 102704 Agenda Summary.pdf, Maps - proposed.pdf, Survey.pdf, Min CC 040704.pdf, Min CC 121003.pdf, Min PC 071503.pdf, 101904 Master Report.pdf

Agenda Date:

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Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council Work Session	10/27/2004	Discussed				
<p>Notes: <i>President Dalton explained that Rochester College had previously requested to delist their historic district, but the Historic District Study Committee (HDSC) and the College were still not in agreement about what historic buildings would be maintained.</i></p> <p><i>Mr. Derek Delacourt, Planner III, provided a brief overview of the situation noting that the preliminary text for the PUD agreement does not include the farmhouse that is part of the existing historic district. He stated that the position of the farmhouse would interfere with the College's proposed Master Plan for expansion. The HDSC and the College requested that City Council make the final decisions as to what the modified historic district should be.</i></p> <p><i>Mr. John Dziurman, 160 Oak Lane, and Dr. Richard Stamps, 756 Cambridge Drive, of the HDSC explained that the HDC and HDSC both follow the standard rules and regulations of historic preservation. To that end, the designation of a "farmstead" includes all of the</i></p>							

buildings within "that grouping." To separate any pieces "diminishes" their historic significance. He also noted that, although the house was not part of the original farmstead, it was built in the 1940s and does qualify for the national registry.

Mr. John Gaber of Williams, Williams, Ruby & Plunkett, 380 North Old Woodward Avenue, Birmingham, appearing on behalf of the applicant also noted that the house in question was not part of the original homestead and has received many modifications. He stressed that, while it has been used by the College for administrative offices, due to its layout, it does not function well for that purpose. He stressed that Rochester College is a private, not-for-profit-college that receives donations from private donors. There is no justification for the College to expend funds to maintain the house when it does not "further the mission of the College." He then suggested the building be relocated and introduced Mark Erikson.

Mr. Mark Erikson, 1402 East Fairview Lane, described his efforts at restoring the Avon Prairie House, noting that he had already acquired two (2) lots in the City and would like to purchase the farmhouse to relocate and restore it. He stated that he had already secured financing for the project through Flagstar Bank.

Ms. Hill, Ms. Raschke and Mr. Duistermars expressed their disappointment that the HDSC and the College were still unable to come to a compromise and noted their support for maintaining the house, specifically noting the house's educational value.

Ms. Holder, President Dalton and Mr. Barnett noted that considerable progress had been made in negotiations between the HDSC and the College and they felt encouraged that a "creative solution" may be possible.

Mr. Gaber stressed again that the privately funded College did not have the financial resources to maintain the farmhouse.

Ms. Hill stated her belief that the College had not exhausted all outside funding possibilities and suggested that City Staff examine the possibility of using CDBG funds.

It was determined that the PUD process should continue while the matter was still being examined and negotiated.

2	Planning Commission	02/08/2005	Recommended for Approval	City Council	Pass
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Notes: Present for the applicant were Mr. Gary Carson, Rochester College and Mr. John Gaber, Attorney with Williams, Williams, Ruby and Plunkett, 380 N. Old Woodward, Suite 300, Birmingham, MI 48009.

Mr. Rosen asked Mr. Delacourt to explain how the proposal came about and what Staff and the College would like to see happen.

Mr. Delacourt commented that the path to this point was a very long one. He explained that Staff was charged by Council and the Historic Districts Commission (HDC) and Historic Districts Study Committee to try to resolve some issues with the future development for Rochester College - which involved the Historic District and natural features on the site. The Planning Commission and the College wished to establish a process to look at the future Master Plan for the College, rather than having it developed with a piecemeal approach. The Planned Unit Development approach was suggested and the College brought forth a textual document with exhibits that would become the guiding document for the future development of the College. The College was requesting Preliminary PUD Recommendation to be able to use the PUD process, and to have key issues identified prior to presenting a Final submittal. Staff believed that the proposed PUD met the criteria for use of the

process, and if Planning Commission recommended approval, it would move to City Council for Preliminary approval.

Mr. Carson thanked the members for agreeing to the joint meeting. He identified that the Master Plan would be a 20-year Plan. They realized there would be changes, but he felt the Plan was very valid. They spent an extensive amount of time with the administrative team to identify and update their strategy. They defined the student body, size and mix, and the type of programs they wanted to go forward. They had to determine what type of campus they would need to fulfill that plan. In addition, they utilized respected professionals and had met numerous times with the Planning and Engineering Staff of the City. The Master Plan was being requested to efficiently expand the campus, and as changes occurred, they would need to meet the demand of their clientele. He advised that the PUD Agreement had some constraints, and that they could not make major changes unilaterally to the Plan without going before Council. Site Plan approval would still be required for every expansion or addition.

Mr. Carson continued that if the PUD Agreement were approved, it would provide the College significant benefit for expanding in lieu of the environmental constraints. Building multi-level structures would provide much more square footage per acre of land use occupied. Being able to mitigate some low-grade wetlands would let them take advantage of areas they previously thought were unbuildable. The PUD would allow them to gain significant footprint utilization for the campus, while preserving woodlands.

Mr. Carson noted that the College had sorely lacked any type of athletic facilities and rather than using High Schools or other Colleges' facilities, they would be able to bring that on campus. There would be a huge area of green space identified near the proposed Historic District, which would preserve natural features of the property. They would add a through road so people could get from one end of the campus to the other. The church building to the east was used consistently and currently demanded that the students and faculty used Avon Road. The through road would be much safer. Originally the roadway they were going to use to connect the east end and church property would go through the Historic District site, but they were able to move it back and eliminate engineering concerns. He felt that it was significant that the area on the north side of the river would be identified as a conservancy easement. That would ensure the greenbelt along the Clinton River, which could be used by the community as well as the College.

Mr. Carson advised that they had identified an area of stormwater management and found that, at least through the first couple of phases of the development, there would be capacity at the lake to handle it. They would try to take advantage of the features on the campus to handle stormwater.

Mr. Gaber stated that one of the main impetuses for using the process, and trying to reach a resolution, was that the College determined its constraints and was not able to deal with the issues otherwise. He noted that the College had steep terrain, the Clinton River, wetlands, floodplains and other natural features - about 30 acres of the 80-acre campus. In addition, 40 acres of the campus comprised a designated Historic District. The College asked for an elimination of the Historic District because they did not feel they had flexibility. City Council directed them to the PUD process, and they were able to reduce the size of, and preserve, the Historic

District. It would be reduced from 40 acres to an area of about 240 x 212 square feet. The house was currently outside of that area, but they would provide for preservation of the house and relocate it in front of the barn. The HDC would have review rights and help to relocate the house, as agreed in the PUD, when the timing was appropriate in five years or so. He added that the HDC would have authority over the house, even though it would be outside of the Historic District. There would be no buildings constructed within 150 feet of the boundaries of the Historic District, so they could preserve the feel and look of the historic structures. They did not want tall buildings around it and felt the athletic fields would be a good fit for this area.

Mr. Gaber summarized some of the benefits of the PUD, noting that it would grant Conditional Land Use Approval for the Master Plan, and mean the College would not have to come back before City Council for each building they constructed. If the build out were consistent with the Master Plan, they would have Conditional Land Use approval. Regarding setbacks, they provided that those would be reduced or waived and the PUD provided that building height restrictions would be relaxed to give the ability to maintain more green space yet still service the student population. The City had agreed to allow a Wetland Use Permit for the area north of the proposed softball field. The natural features setbacks would be waived for the low quality wetlands away from the Clinton River. If they needed to encroach on those by the river, they would be allowed to on a temporary basis for construction purposes. There would be flexibility with regard to parking. The Master Plan showed spaces being provided in excess of what the City required (Exhibit E of the PUD Agreement).

Mr. Gaber next showed a drawing of the proposed conservation easement, which would be dedicated to the Oakland County Land Conservancy. He advised there would be dedication of right-of-way along Avon Road, which was currently a 66-foot wide right-of-way. It was proposed to become 120-feet, and the College would dedicate land all along the length of the campus. If there were issues with parking, the College would construct a parking facility in the back of the campus.

The applicants believed the proposed PUD would encourage innovation and variety of design, would preserve significant natural features and open space, and that it would encourage the appropriate redevelopment of a historic site. They believed the proposal qualified for use of the PUD process.

Mr. Rosen opened the meeting to public comments at 9:25 p.m. Seeing no one come forward, he closed the public comments.

Mr. Rosen clarified that they had two tasks - to determine whether the College's plan qualified for the PUD process and recommend that to City Council, and to flush out issues and concerns. The City never realized the College would grow this large, and that was why the Planning Commission began asking to see a Master Plan.

Ms. Brnabic referred to the draft of the PUD Agreement and said she wished to know if the Planning Commission, rather than City Staff, would have Site Plan review rights for each phase of the College.

Mr. Gaber said the PUD was set up so there would be a Site Plan review done by Staff if the Site Plan was consistent with the approved Master Plan. If Staff

determined there was a deviation from the Master Plan, Staff would submit it to Planning Commission for review and approval. He stated that it could be open for negotiation. They felt that if the Master Plan was scrutinized and a PUD was in place, they would have accomplished that a consistent Site Plan would be brought forward.

Ms. Brnabic stated that the Master Plan was conceptual. The PUD draft read that if something was proposed, but because circumstances and times could change, that the College would have no obligation to follow regular Site Plan approval process and could make revisions. She questioned if the Master Plan would simply be the best concept proposed and whether the College would not be obligated to follow it. It was her understanding that they were asking the Commission to approve the PUD without a lot of Site Plan details. She reminded that there was a check and balances system in the City, and noted that she did not see that in the PUD. It appeared that a lot of normal review processes would be bypassed.

Mr. Gaber agreed the PUD was set up that way, and if it were preferred that they went the traditional route, he would have to discuss it with the College. He pointed out that the College would not have carte blanche to do whatever it wanted or to deviate from the Master Plan. He referred to Section 16, Minor Modifications, which listed examples of what Staff could review. There were constraints for what the College could do, even though Staff had certain discretion. He added that if those discretionary limits were exceeded, it would have to back to City Council.

Ms. Branbic asked if the key issues would be thoroughly discussed in the process. She gave an example of the proposed height modifications or the parking garage if needed. She said there was no real clarity listed for those - it would just be at the College's discretion as to how many levels, for example. She said some of the wording about constructing future items, such as "if deemed necessary," did not allow for checks and balances, and it concerned her. She asked about the parking agreement between the College and the church and if that would be an indefinite agreement.

Mr. Carson said that there had been a document signed by the CFO of the College and the President of the church board, which was submitted in the documents. Ms. Brnabic said it was not in the PUD and she wondered what would happen if the College or church did not want to keep the agreement.

Mr. Carson said it was a valid question. Mr. Gaber said it was not referred to because there was another Exhibit included that dealt with parking space requirements. That discussed that the total spaces required was 1,048 and the Church would provide 1,346 spaces on the campus alone. The document with the church was not really even needed pursuant to the calculations required by the City.

Mr. Kaltsounis recalled that when the College was before the Commission previously, he brought up that the Ordinance only required parking for the number of beds on the campus, and that it did not account for people in classrooms. He would like a clearer understanding of what they would need, noting that he assumed the College would want to be protected regarding parking. He would like the parking discussed in more detail, including the proposed parking structure.

Mr. Kaltsounis noted that there was not much detail about when the repairs would

be made to the historic structures and that the barn was in disrepair. As they continued, he wondered if they could include some repairs to the historic structures. He also cautioned that the College should be very careful about putting buildings on the slopes. If the PUD was approved and they were locked into what they proposed, they should make sure the engineers looked at what they proposed to build to make sure they actually could. He mentioned relaxing the building height restrictions and asked what type of improvements they proposed for Avon Road, such as another center lane or a stoplight. He felt that the PUD was a step in the right direction; he just wanted to make sure the "i's were dotted and t's were crossed."

Mr. Rosen recalled that Avon Road was planned to have three lanes, including a left center lane. Mr. Schroeder asked if the College had a Master Plan for its utilities - water, sewer, sanitary and storm - and a plan for the road improvements. He suggested that there would be a point in time where they would have to loop their water main so that should be sized. Mr. Rosen felt that was more detail than was needed at this point. Mr. Schroeder disagreed, asserting that the College had to plan for those types of things right away.

Mr. Delacourt said that the College had been working with the City's Engineering Department to make those determinations. Those were not included in the Exhibits of the PUD, but that information would be available to be able to determine what was necessary for each phase. They had discussed stormwater issues at length. Mr. Schroeder stressed that they would not want to proceed without having the utility information.

Mr. Rosen noted that Ms. Brnabic brought up an important concept about how they would get from the one page document to plans used for building. Ms. Brnabic had questioned where the plan would get detailed review. If Council approved the use of the PUD, the College could come up with conceptual plans. The City would either have to go through a Site Plan review for every building and account for changes from conceptual to detail - without much certainty for anyone - or go through an extensive process of flushing out the details before Final approval. If the subject PUD were agreed upon, the City would not have a lot of say in the future.

Ms. Brnabic referred to the section in the Agreement regarding historic structures, which said that the College would have the assistance of the City, without limitations, to try and obtain grants and maintain funding to restore the buildings. She wondered why the City would have such an obligation.

Mr. Delacourt responded that Staff currently assisted people in Historic Districts to pursue grants. The City Attorney could look at that language, but he did not feel it obligated the City Staff to more than they did now. He did not feel that a grant received would automatically go to the College, either. Ms. Brnabic agreed she would like Mr. Staran to look at that language.

Mr. Hooper asked if the motion before the Commission was to recommend that City Council support use of the PUD and if that should pass, if there would be Preliminary and then Final PUD approval meetings. Mr. Delacourt said that was correct. Mr. Hooper stated that there would then be two more meetings to go over the language in the PUD. Mr. Hooper said Mr. Delacourt had already identified the key issues and he believed that the College should be able to use the PUD process.

He noted that there would be Site Plan approval for each of the buildings. Mr. Delacourt said the language would have to be clarified, including regarding the approval process, but if the issues had all been identified and if the request was clear, the PUD process could be recommended.

Mr. Rosen clarified that Mr. Hooper said the Planning Commission would see this item two more times, but he thought it was only once. Mr. Delacourt agreed the Ordinance only required two steps, although that did not mean those had to be the only steps.

Mr. Hooper said he was in favor of recommending support of the use, but he felt the Commission needed a full review of the Preliminary PUD and the Final. He indicated that he was not prepared to delve into the details at this point. Mr. Delacourt reminded that at this stage, the recommendation was only for the process; Planning Commission would not be recommending approval of the Agreement or Exhibits and it would not vest the applicant. It would be hard for the applicant to provide a lot of detail until they were sure the process would be approved.

Mr. Gaber suggested that the Planning Commission consider giving input, that the College would work with Staff and rework the draft, and that the applicants return to the Planning Commission for Public Hearing and Final review. At that time, if the Planning Commission agreed with everything, they would recommend approval and if not, they could table the matter to decide at a later meeting. He would like them to move forward with the process. He added that in response to some confusion about the process, the Commission could either approve a concept and the College could provide more detail later or they could become more specific with the Final PUD and Master Plan. He noted that things would change and that they were not in a position to add a great amount of detail; otherwise they would have to come back for amendments and changes with greater frequency. He believed they could add to the Agreement that Planning Commission would have Site Plan review.

Mr. Rosen said they would be looking at a plan for the next 25 years. He questioned whether they would want to be bound in that tight. He realized that there were people who had been looking at plans for several years, but he stated that it was the first time the Planning Commission had seen the College's Master Plan. The reason the Planning Commission always asked for the Master Plan was to see what the College had in mind and to try to isolate any glitches. With the growth the College was anticipating, it would become a much different place than most people thought. He felt a PUD would make sense for this site because the City had never planned for a College this big. He believed there should be Planning Commission review for individual buildings because that was where inconsistencies, if any, would be found. He suggested that the College think about the process for Final PUD. The Planning Commission should give guidance about any "heartburn" issues at this meeting and there should be a workshop with the Planning Commission so there would not a major conflict at the Public Hearing (Final) stage.

Ms. Hill stated, as a Council member and Planning Commission member, that what was submitted to them brought together the compromise requested by Council. They wanted to see preservation of the Historic District, while allowing the College some flexibility while building out the campus. She acknowledged that Council had seen plans and talked about the College in much more detail than the Planning

Commission, and that this was the first time they had seen the Master Plan. She agreed with Mr. Hooper, and felt they could tie the concept to the actual Agreement, and allow for flexibility. She also agreed that the Site Plans should go through the normal review processes. She was not as worried about Special Purpose not being an underlying zoning in the PUD Ordinance, and noted that the Commission was looking at amending that Ordinance. She thought it was an issue they could work through. She was not sure they were ready to explore all the areas at the meeting and she was not certain about the language, but she did not see it as insurmountable. She felt the main focus should be whether the PUD was the appropriate process for the College. She felt it would be a good idea to have an informal workshop for Planning Commission, since it was the first time they had seen the Plan, and because it would work better for everyone.

MOTION by Hill, seconded by Hooper, in the matter of City File No. 94-426 (Rochester College), the Planning Commission **recommends** that City Council **support** use of the PUD process with the following findings and in consideration of the following key issues that need be addressed in the final PUD submittal.

Findings:

1. The proposed project meets the standards for use of the Planned Unit Development process.
2. The applicant has met all of the requirements of the Preliminary Planned Unit Development Submittal.

Key Issues:

1. Approval of proposed height modification for proposed campus buildings.
2. Agreement on modified historic district, relocation of the farmhouse, and any permitted uses for the site.
3. Relaxation of setback requirements to allow for flexibility of building location.
4. Proposed wetland fill areas, natural feature setback modification (temporary and permanent), and any required mitigation.
5. Location of proposed conservation easement.
6. Overall internal traffic circulation, pedestrian design, and connection to public roads.
7. Conditional Land Use Approval as part of PUD approval.
8. Final Site Plan approval process for individual phases.
9. Proposed PUD text and any additional language changes.
10. Modification of the City's PUD Ordinance to allow Special Purpose underlying zoning.

11. Conduct a Planning Commission workshop after Preliminary PUD approval, to work out the details of the Final PUD.

Mr. Rosen thought they should consider other issues raised but Mr. Hooper felt they could flush any out at the workshop. Mr. Rosen suggested they should give the basic guidance now. Mr. Hooper noted that there were eleven key issues already spelled out, and that it did not mean they could not talk about other issues. Mr. Rosen clarified he meant to add issues, as well as give some guidance. He cited the example about "approval of proposed height modification" and asked what that entailed. Mr. Hooper said he felt they needed a workshop and that he was not prepared to discuss that now. He felt it was a Planning Commission issue and that they did not need to tie up City Council.

Mr. Gaber said they would respectfully ask that the process move along because the College was ready to submit for the athletic building, but they wanted to make sure the PUD process would work. He said they would do whatever it took to make it work and asked if the workshop should be a joint meeting to speed things up. Mr. Rosen agreed they should flush out the big items at this point, acknowledging the purpose of the workshop.

Ms. Hill reiterated that Planning Commission did not hear all the discussion that occurred at the City Council meetings. It was requested that the parties involved look at a compromise to the issue. City Council talked about the height and noted that it was a City-type campus. The topography was much lower in places and the height would not be so dominant. To the north would be a conservation easement, and there were things the Council expressed that were unique to the site. She wanted the Planning Commission to understand a little about where Council was coming from so they would not be going off in another direction. Council wanted to see a compromise that would work for everyone.

Mr. Dalton said the College came to Council a little over a year ago, requesting to de-list the Historic District completely. He observed that if they took a vote that night, the Council would most likely have allowed it. He felt it was in the best interest of the City and everyone else to try to work out a compromise. He stated that the College had done an admirable job of working with the City. They had been whipsawed by the HDC, but were committed to restoring the barn. The members had to look at all the steps the College had taken to get to this point. Council talked about allowing the College to go higher because of the topography, and allowing some easing of the setbacks, and he reminded that the College was in a unique situation. They were a private institution. If this were Rochester Community Schools or Oakland University they could do whatever they wanted. He gave the example of Adams High, which added a monstrous building that did not fit. He would like to see the playing field leveled for Rochester College so they would have a chance to compete against the school down the street. The College had to be viable and everyone had to keep in mind that if this were a public institution, no one would even be discussing a PUD. He felt that the College had made an effort, and since the Council directed them to use the PUD, they would most likely approve it. The whole package had to be looked at.

Mr. Barnett said he agreed with some of what had been said, but he wanted to stay focused on what they needed to do. The key driver was the barn and the building, and for the first time, Council had seen a compromise that seemed to be

acceptable. He agreed with the suggestion that a workshop would be appropriate. The PUD proposed appeared different because it did not seem to give the City the same amount of control they normally would have. Other PUDs usually had an envelope of time, but this could take 15-20 years. He wondered if the entire parcel had to be covered by a PUD. He was also curious to know how the church would fit, noting that in the next decade, the traffic flow would become a major issue. He felt the PUD would be appropriate; it just seemed quite nebulous to him and did not feel like any other PUD they had looked at. He suggested that they might have to look at it a little more creatively.

Mr. Rosen said that given the size of the Master Plan, and the uncertainties, because the Conditional Land Use was for the entire site, the College would need to know the potential they had to grow at this site or if they would have to move. They wanted certainty to know the worst was over and that they could work everything else out. He felt everything could be solved with further discussion, such as the height of the buildings.

Mr. Rosen restated that they would like a workshop after use of the PUD process was approved, and at a certain level of the Master Plan, where there would be the usual Site Plan review of the individual buildings. Mr. Schroeder did not feel there could be a Site Plan review without reviewing the Master Plan at the same time, so he felt there were some nuts and bolts to work out. Mr. Delacourt indicated that was the objective of the process. Regarding Site Plan approval, Mr. Rosen indicated that if the College had a basic Master Plan and proposed a building that was similarly shown and roughly the same configuration, that it would not be a big issue.

Ms. Hill referred to the proposed right-of-way and asked if it would go right up to the bike path. She wondered about its location in approximation to the historic house when it was moved. The Agreement mentioned that an item on the plan might be in the proposed right-of-way until it was built, and she wanted to make sure the house would be behind the right-of-way. Mr. Carson said that in its current location it was right on the line, but its new location would move it back from there.

Ms. Hill advised that they had to look at the entire parcel, and the College was looking for some guarantee that they would be able to do things at least conceptually. She would be concerned about buildings being too close to the slopes, but she did not think that issue was insurmountable. For new people in the City, and for future years, the Plan would be tied to an Agreement that would provide direction for appropriate actions to happen. She thought they could feel somewhat confident from the Agreement that hopefully, things would move in the right direction.

Mr. Gaber asked if there were any concerns that had not been mentioned that the College should discuss and perhaps modify before the workshop. He asked when the workshop could be held. Mr. Delacourt said the first two Tuesdays in March would be a possibility.

Roll Call Vote:

Ayes: Kaltsounis, Schroeder, Hardenburg, Boswell, Brnabic, Hill Hooper, Rosen
Nayes: None
Absent: Kaiser MOTION CARRIED

Mr. Delacourt asked that the Planning Commission review the submitted packet prior to the workshop, and forward any concerns to Staff prior to the meeting. They would like to be able to identify answers rather than problems. Mr. Rosen suggested they think about "heartburn items," "showstoppers, if any" or any other good ideas for the plan.

Mr. Gaber thanked Mr. Dalton and Mr. Delacourt for their leadership and hard work.

Aye: Boswell, Brnabic, Hardenburg, Hill, Hooper, Kaltsounis, Rosen and Schroeder
Excused: Kaiser

4 Planning Commission 03/01/2005 Discussed

Notes: *(Reference: Memo prepared by Derek Delacourt, dated February 24, 2005 had been placed on file and by reference became part of the record thereof.)*

Present for the applicant were Allen Waites, Vice President, Rochester College, 800 W. Avon, Rochester Hills, MI 48307; John Gaber, Attorney, Williams, Williams, Plunkett & Ruby, PLC, 380 North Old Woodward, Suite 200, Birmingham, MI 48009; Barry Nebhut, TMP Architecture, 1191 West Square Lake Rd., Bloomfield Hills, MI 48303; and Dave Hunter, Professional Engineering Associates, 2430 Rochester Ct., Suite 100, Troy, MI 48083-1872.

Mr. Rosen noted that two weeks ago there was a joint meeting with City Council regarding this item and that the result was Preliminary PUD Recommendation. He advised that there would be a fairly in depth discussion about the College's Master Plan as a follow up to that meeting.

Mr. Delacourt stated that at the joint meeting, it was requested that a workshop be held to discuss the specific issues raised. Several Planning Commission members submitted comments which dealt with language changes to the PUD Agreement, and those were passed along to the City Attorney. Staff had also looked at the Plan conceptually, to identify any concerns. Mr. Delacourt explained that the memo provided to the Commission was an amalgamation of input from Staff, Planning Commission members, and the Clinton River Watershed Council.

Mr. Delacourt advised that Rochester College had been working on its Master Plan for over two years and that it had evolved considerably. He hoped that by utilizing the PUD process, the Planning Commission and City Council would agree on the Master Plan and process for the development of the College into the foreseeable future. He noted that the PUD Draft in the packet had not been revised, but that all comments generated would be noted and forwarded to the City Attorney. If the changes were agreed upon, the College would have necessary direction to bring forward a Final PUD for

approval.

Mr. Nebhut noted that his firm had been working with the College since 1987. They began work on the Master Plan at that time, and the Plan had evolved from its original document, but the essence had remained the same, and the goals for development of the site had remained steadfast. They wished to create a traditional, pedestrian-based college campus, and to create a community within the College. That was very critical for the College to be able to grow. He stated that it had always been the intent of the College to take advantage of the natural resources and views, and to use them as a draw for the school. He asked if the Commission had questions.

Mr. Rosen believed that one of the big issues was the building height, and he noted that there would be a trade-off between footprint, building height and square footage. The bigger the footprint, the lower the building; the smaller the footprint, the higher the building could be to get more square footage. That would impact the slopes less as well.

Mr. Nebhut indicated that the idea was to take advantage of the natural features. By allowing buildings to go higher, they could create a stronger density within the developed areas of the site and preserve more green space within the campus. The intent would be to allow the College to build up rather than spread out. He felt there might be a concern about how buildings would be phased and built. They did not envision that the residential housing would be multiple stories, but rather in the range of three to five stories. The College would need the flexibility over time to add buildings, either individually or in small groups. He believed a ten-story building would take care of all the housing needs in the future, but the problem was that only two stories would be occupied presently. The buildings would be in scale with the traditional apartments that were on the south side of Avon. He noted that colleges across the country were moving away from traditional dorms and towards home or apartment-style housing, although the College would offer two buildings with regular dorm-style living.

Mr. Rosen asked where the high spots and valleys were. Mr. Nebhut clarified that he meant natural grading or building elevation, and said that the eastern boundary of the site had the highest natural topography. There was a plateau area which tapered back towards the river, and there was a wetland that cut through the site in a low area. Mr. Rosen asked if in the high areas there would low buildings, and in the low areas, high buildings. Mr. Nebhut said that was correct, and that it was important to realize Avon Road was essentially a ridge point. The campus tapered toward the river, so the height would be less visible to the public eye as they passed the campus. He pointed out that some of the academic buildings might go higher than three or four stories to maintain the density of that part of the campus.

Mr. Hooper asked which buildings existed, which Mr. Nebhut pointed out, and whether the buildings closest to Avon would be higher than three stories.

Mr. Nebhut pointed out building P-8 and said it would be an athletic complex with a sloped roof, with the peak between 30 and 40 feet. Mr. Hooper asked how far the closest corner was to the 60-foot, half-width right-of-way, and was told 120 feet. He clarified that for every foot of setback beyond the 60 feet, they were requesting another foot of height, and he asked if there could be 60 feet on top of three stories. Mr. Nebhut agreed that was how it was currently worded. Mr. Hooper asked what they realistically would need and if a 60-foot maximum building height would suffice. Mr. Nebhut said that as they continued, they would probably need 70 feet realistically. As an example, if they added a performing arts venue with a fly loft, the building would need to be 70 feet or approximately six stories. He believed that within 20 years, that would be a feasible projection. Mr. Hooper recalled that with the new City Hall, the Commission required one and a half feet of setback for every foot the building went up. For the College, it would mean that for 120 feet of setback, the building could be 80 feet high, and he felt that would give them more than enough height for even the worst-case scenario. He was not concerned about buildings for the north side of the property because the drop off was significant with 25 to 30 feet of fall. Mr. Hooper asked if they had any thoughts about using a one and a half to one ratio rather than one to one (setback to building height). Mr. Nebhut replied that they had not looked at it and that it might require some thought, but it was not a stopper.

Mr. Rosen said he thought parking was one of the larger issues. The College had broached the idea of a parking deck as a way to reduce the parking lots, and he thought a parking deck sounded like a great idea because they would have more freedom to place the buildings. He acknowledged it would be expensive, and Mr. Nebhut agreed that was a driving factor. Mr. Nebhut said it was a small college with growth scheduled over time, and they would build a parking lot incrementally as buildings were added. The cost of a parking structure was almost ten times the cost per parking space of a typical paved lot. It would not be economically feasible to initially launch into building a deck with its current phasing. Mr. Rosen wondered if it would make sense to designate a parking area for that. Mr. Nebhut said it might, but that they had to consider where the parking structure would be in relation to other buildings and what impact it would have with other buildings. He pointed out areas that could be used for a deck, but said they would not want to negatively impact the campus with a structure.

Mr. Kaltsounis recalled that at the last meeting, he asked what the College would really need for parking and if they could cover that. Mr. Nebhut said that the parking, as indicated, greatly would exceed what was required by the Ordinance. He advised that the Ordinance required 200 spaces and they had well over a thousand. The Ordinance allowed one parking space for every two dorm beds, plus an allowance for assembly occupancy. The College recognized that it needed more parking than required by Ordinance. Mr. Kaltsounis said the College was before the Commission a few years ago,

and the Ordinance did not provide regulations for how many spaces would be needed according to the number of desks that were occupied. He wondered if the College was questioning how many spaces they really needed and whether there would be enough. Mr. Nebhut said that the Master Plan would recognize the continual need for parking to exceed what was required in the Ordinance. Mr. Kaltsounis said he would not want to see parking in the softball field. Mr. Nebhut mentioned the shared lease agreement with the church for additional parking. Mr. Kaltsounis said that as long as they were comfortable, he would be, but he was asking them for help to determine that issued would be covered. Mr. Nebhut felt they had it covered for the 20-year projection, and at that point they would look at the economic feasibility and necessity of doing a multi-level parking structure.

Mr. Delacourt said parking was discussed at the Staff level, and he advised that Staff would like to see flexibility built into the PUD Agreement. There were smaller vehicles that would not need such large spaces, so they would like to be able to sign areas for them, for example, and reduce the number of spaces. The College should have the ability to reduce parking if it were not necessary.

Mr. Hooper referred to Article 15(b) regarding reducing parking, and asked why that was included. Mr. Gaber said it was for flexibility and to try to anticipate possible situations - too much or too little parking, the need for a structure, and so on. He explained that 15(b) spoke to the future when 50% of the student body would reside on campus and the parking might not be needed, so they could petition the City and show a parking study to confirm so many spaces were not required. He added that was a scenario that might happen down the road.

Mr. Hooper said he was hearing that the Zoning Ordinance did not provide **enough** parking. Mr. Gaber said that might be true for 2005, but in 15 years or so, they were not sure how it would work out. Mr. Hooper recalled when LifeTime Fitness was under review and provided a parking study, and they emphasized they knew the business and that the City should not worry about the parking provided because it was enough. He noted that they were now open for business and that people could not find parking anywhere, so he was somewhat leery of parking studies and who was providing the numbers and why. He asked if the applicant felt the PUD Agreement should include the ability to reduce parking.

Mr. Gaber indicated that they had not talked about it in detail, and he did not have an answer. Mr. Delacourt said that Staff did not want to see the site "overparked" by Ordinance requirement. Rochester College was the only example they could go by and they were just starting to build out. He said he understood the leering about parking studies. He would like it to stay in the hands of Planning Commission and City Council and keep the document flexible so the College could have less parking than the Ordinance required.

Mr. Hooper suggested that 15(b) be changed to add that a parking study be submitted to City Staff and the Planning Commission. He also did not feel there was a reason to have a set percentage as shown because if the parking study demonstrated a need, they did not need to be tied to a particular number. He thought they should take out the 70%.

Mr. Rosen agreed, and said that the intent would be to rely on the College's best estimates at the time of each phase. If at some point they realized they were running out of parking, the College would come to the conclusion they would need a deck, and if every student had a car it might warrant that.

Ms. Hardenburg referred to 15(d), which read that if Staff notified the College in writing about insufficient parking spaces, "within two (2) years following such notice, the College shall commence construction of a multi-level parking structure," and said she did not believe two years was allowed for anyone else in the City. She noted that the mosque that was recently approved was given 90 days to construct parking. Mr. Rosen indicated it would be for a much smaller construction.

Mr. Gaber said it would be different because they were dealing with a parking structure. He also said they had to remember that the College was a non-profit organization that raised funds through tuition and charitable donations, and if the need arose for a parking structure, that would have to be funded through a campaign. They would not have the capital reserves to accomplish that right away and would need time.

Mr. Schroeder stated that even if the College had the money for a parking structure, two years would not be unreasonable to finish the design and get a contractor. Mr. Delacourt agreed and said that would be the big difference between the College and the Mosque. Staff had the Mosque identify where they would construct parking in 90 days. That location had been technically reviewed and the detention basin designed for the capacity. The only thing the applicant was not asked to do was build it. Staff would only conceptually know where the parking structure would go, but there would have to be different detention calculations, different engineering, etc., and it would take six months to a year for technical review and approval by Planning Commission.

Ms. Hardenburg said she understood that the structure could take longer, but according to the document, the College had two years to provide another parking lot. Mr. Nebhut referred to an existing lot and said that from the day they began designing until it was completed, it took almost two years. That included Site Plan reviews from the City. The actual construction took three to four months, but the actual planning began substantially before that.

Mr. Gaber suggested that 15(d) be modified so the College could build additional parking, as opposed to having to build the structure. Mr. Kaltsounis said the extra parking was discussed for the mosque because of

past experiences of people parking outside of the lots. They did not want the same thing to happen at the College. He asked what plan they had in place if they needed parking and if people would park on the softball field during the two years. Mr. Nebhut advised that the current shared use agreement with the church would act as overflow parking. Mr. Kaltsounis asked what would happen if that were not enough. Mr. Nebhut said that it would become recognizable to the College even before the City and they would begin a process before the City was aware of a problem. Mr. Kaltsounis mentioned that at the beginning of the semester at Oakland University, where he went to school, there was always a problem before the drop date but he would not go to the City to complain. Mr. Nebhut said the parking design was always open to debate - whether to design for the "Easter Sunday" or for the typically maintained road. Mr. Kaltsounis suggested that ultimately, if there were a parking issue, it could affect the College's market. People would not want to attend and the College would be faced with a problem. He wondered if they should add a solution for the two years until the parking lot was finished, such as defining the church's lot. Mr. Nebhut said that the idea was to word the PUD so as to maintain flexibility for all parties. He felt they had to be very careful to not impede on the flexibility because providing a solution now might not be adequate for 15 years from now and might hamstring both parties.

Mr. Schroeder reminded that the College was private school and subject to the City's Ordinances; however, the Rochester and Avondale Public Schools and Oakland University were not. Rochester College could not do what they wanted, which made their playing field somewhat unlevelled.

Ms. Hill referred to their discussion about flexibility, and she observed that they were getting somewhat into the minutia. She noted that there were other things the College could implement if faced with a parking issue, such as not allowing freshman to have cars, for example. She would rather allow the flexibility.

Mr. Rosen agreed with Ms. Hill, and said he hoped that each time they began a major construction project that they would run the numbers and determine what they needed, whether it was another lot or time to build a deck. He felt it would all be handled, and they had to make sure the language allowed them the flexibility to take care of it. Mr. Nebhut said he could speak with confidence that it had been done with every project that had been developed in recent years, and he saw no reason the College would not continue to do so. Mr. Gaber added that he would work on the language.

Mr. Gaber referred to the comments about what might be an appropriate trigger to add parking. He said he was not sure what it should be, and they had discussed this with Staff and were not able to come up with a good mechanism. He said that any suggestions would be helpful. Mr. Delacourt said they could use the language they had used previously, which spoke to

a certain number of City documented incidents of parking concerns. Mr. Rosen said this was an institution, and not a relatively small item. The College controlled its fate and it would be in their interest to put in the parking when it was needed.

Mr. Rosen opened the public comments at 8:26 p.m.

Jessica Pielka-Opfer, Clinton River Watershed Council, 101 Main St., Suite 100, Rochester, MI 48306 Ms. Opfer stated that she wished to address some issues that might not come up until later in the projects. The Council had interacted with the College in the past, and they were able to walk the campus several times in the last few years. She noted that the College fell along the Clinton River Greenway and the Clinton River Trail. She reminded everyone of the process they went through in 2002 with the development of the Clinton River Greenway Opportunity Plan. There were several goals established in that plan relating to protecting natural resources, enhancing recreation, and protecting historic and cultural resources. She pointed out the potential conservation easement along the river and acknowledged that the College had talked about an easement between the river and the trail. She commended that effort and thought it was critical to protecting the corridor and enhancing recreational opportunities. They would like to encourage the College to expand to the southern side of the River as well. They felt it was very important from a water resources management prospective to protect both sides of the corridor. She noted the area on the northeast portion of the site, south of the river, and said there were two potential storm water management areas indicated on the Master Plan. She stated that the Watershed Council strongly discouraged those from being used for that purpose. That area had been designated by the Michigan Natural Features Inventory as a high quality natural area. The ponds would be at the base of a very steep slope and the whole area was an intact Riparian Woodland. If they dug out two large detention ponds, as indicated, it would be devastating to the area. She indicated that people were starting to change the way they were doing things with stormwater management. The stormwater was now getting distributed across a site, rather than directed to a pond through pipes. They were trying to mimic the natural system and focusing on infiltration in isolated areas, closer to where the water fell on the paved surface. They had mentioned reducing paved surface and parking. She suggested using compact parking spaces where possible, using pervious pavement materials, especially in low use parking areas. Pervious pavement technology was being tested and studied all over, especially in areas where there was snow. She suggested that landscaped islands could be replaced by depressions and they could have curb cuts directing the water from the parking areas into those depressions with vegetation to soak it up. They appreciated the shared parking agreement and she commented that the City needed more of that. She thought a parking structure would be great to cut the parking area in half. They agreed with building up rather than out. It made sense in a campus setting and it would allow some of her other recommendations to be implemented. They could integrate the

stormwater management throughout the site, implementing rain gardens between buildings and other exciting things that would benefit the aesthetics of the campus. There was some sedimentation in the lake and opportunity for additional storage capacity for stormwater. If there was a need for wetland mitigation, they should do it at the mouth of the lake, where they could actually restore a more natural Riparian wetland and have stormwater filtration benefits. She was concerned about the stormwater ponds proposed because they would be at the bottom of a steep slope. In order to maintain them it would be hard to get at them. The steep slopes had been a big issue for the Council and they wanted to protect them as much as possible. They were also concerned about the placement of several of the dorm structures along the river and slopes. They would like to see them pulled back if possible. She looked forward to working with the College and making sure the students knew they lived along an awesome river.

Lisa Frazier, Director of Land Protection, Oakland Land Conservancy (OLC), Ms. Frazier advised that last summer she was invited to the College for a site visit and to give recommendations regarding the proposed Master Plan. She said that the recommendations pretty much mirrored what Ms. Opfer stated, and they had been sent to the City Council. She said it had been fantastic working with the College and that the OLC was ready, willing and able to place an Easement for permanent protection on the appropriate stretch of river corridor. They were available if anyone needed more information.

Mr. Rosen closed the public comments at 8:34 p.m.

Mr. Schroeder observed that Ms. Opfer had given an overview of the Leeds and Green Building programs, which he explained consisted of leadership, engineering and environment design.

Mr. Kaltsounis said that Ms. Opfer raised a lot of good points, especially about the stormwater management system. He asked the applicants if they planned a retention pond for the areas she mentioned and if they would dig something out or pipe out the water.

Mr. Hunter responded that as the civil engineers, his firm had looked at several alternatives for stormwater management. They wanted to use the lake for as much of it as they could, and they believed that the entire campus, except for a portion that drained into the wetland, could drain into the lake, which would be used as a treatment facility. The areas to the northeast would be the last resort for stormwater detention and the College would not intend otherwise. They would look at many other places first, including within the wetland areas. Because of the slope issues, it would be very expensive to have the detention within those areas. He noted that they had to meet the Tree Conservation requirements and that they might need to add detention underneath the parking lots or structures.

Mr. Kaltsounis cautioned about removing trees on the steep slopes, stressing that it was not a good idea. He thought that under parking lot detention was a very good option.

Ms. Hill said that it would behoove the College to try to work with both conservation groups, and she felt it would be an excellent opportunity to take advantage of the knowledge the Clinton River Watershed Council had regarding the green technology. She felt that the rain gardens, pervious parking and similar things did not really have to cost much more, but could be very beneficial in stormwater management, and also to keep a green corridor. She stated that it would be an wonderful educational tool that could be worked into one of the programs offered by the College. It would be an ideal laboratory and they could set up an excellent partnership with the conservation groups to implement more of the green technology. Ms. Hill continued that she was also concerned about the close proximity of the proposed buildings to the slopes. She hoped that they would be cautious when they began, noting the damage that had been seen in other areas along the River. She felt the College had a tremendous opportunity to be on the cutting edge, and if they started off in the right direction, they would find that the end result could be even better than expected.

Mr. Kaltsounis referred to the storm management areas and said that he would rather see a plan. He stated that in ten or twenty years, when everyone was gone from the Commission, he did not want people to wonder what a storm retention system was. He would like this issue addressed before they finalized the documents, to make sure everyone was aware of what the future would bring and that this issue was covered.

Mr. Hunter noted that they had to adhere to all the engineering standards and Ordinance requirements to install stormwater detention and they would not be grandfathered. Mr. Kaltsounis wondered if they should move the locations if that was not where they wanted it.

Mr. Delacourt said he showed Engineering the plans without detention calculations, and they had the same concerns about the stormwater management zones. They felt those should have been removed as any reference and be shown at the time of submittal. It would be acceptable to put a note on the plan stating that the stormwater management would meet all Engineering standards at the time of submittal (not grandfathered in). He felt all the ideas about green technology were good, but noted that sometimes the City's Engineering standards would not allow what someone proposed. They asked the College to put language in that showed they recognized the concerns and at the submittal of each phase, it should be stated that the applicant would be willing to work with the City and Planning Commission in good faith to identify best practices. The PUD should direct the City's Engineering Staff to be flexible and look at new ideas, not just be set in using the guidelines.

Mr. Schroeder commented that times were changing and the City had to "get with the program." The environment was being destroyed, the resources were being used up, and they had to wake up to these facts. With the Leeds program, there could be green roofs, the runoff could be reduced by 50-80%, or the site could very easily be developed with no runoff. They had to get out of the box and start implementing some of these things.

Mr. Kaltsounis asked who would get the property preserved by the Easement if the Oakland Land Conservancy were non-existent in 20 years. Ms. Frazier replied that a Conservation Easement was a legal document that would be recorded with a reverter clause stating that if Oakland Land Conservancy ceased to exist, a similar organization would take over the Easement. A similar organization could be named at the signing or later. Mr. Kaltsounis asked what would happen if the other organization and the College did not get along. Ms. Frazier advised that there would always be someone to get along with. Mr. Gaber added that the terms and conditions would be spelled out in the Easement.

Mr. Schroeder asked if the Conservancy was a governmental agency, and Ms. Frazier replied that it was a private, non-profit group. Mr. Delacourt asked if there was anything in the Easement that would prevent the City from working with the College and the Conservancy to provide access to the Trail from the River. Ms. Frazier said they had a model Easement, but it had not been discussed with the College; however, she advised that an Easement was a flexible document and they could word it to be geared to the needs of the property owner as well as the land itself. She indicated that if the College and the City wanted continued access to the Trail it would not be a problem.

Mr. Gaber clarified that the College would have no problem working in good faith with the City to look at alternative detention practices in the future. He would write something to that effect in the PUD Agreement, but not knowing what those practices would be in ten to twenty years, the College was not in a position to agree to implement something at this time. The minimum threshold was what the Ordinances provided. They would agree to go a step beyond that and investigate what other practices they could implement.

Mr. Rosen asked how that should be heard. Mr. Delacourt responded that there was no way the City could identify exactly what could be implemented from the standards at the present time. The City was only asking that the College, at a minimum, meet all the Engineering standards and put in the PUD Agreement that they would work in good faith with the City to investigate the options. Mr. Rosen clarified that the College and the City were not at odds regarding that item. Mr. Delacourt answered that they absolutely were not.

Ms. Hill indicated that was fine, but she felt the City had to get on board with the new technology. They had to be serious about trying to implement

anything they could right from the start if it seemed practical and worthwhile. She hoped Staff would get that message. Mr. Delacourt pointed out that the problems were really with the standards that existed for Engineering requirements, not with the College's willingness to go along with those standards. Mr. Gaber added that Staff wanted to eliminate single point discharges into the Clinton River, and the College agreed to accommodate.

Mr. Kaltsounis said that working with the City was the least the College could do, and he explained that he was just concerned about notes on the Plan or what plans they already had for the detention. In ten years there might be something new for stormwater detention that could be utilized. If the plan showed a pond, in ten years they would feel they had to put in a pond.

Mr. Kaltsounis referred to building P-8 and said Mr. Nebhut mentioned a seven-story fly tower. He asked where that would go, visualizing the campus' theme of nice, smaller buildings with one big, tall building. Mr. Nebhut said that P-8 would not have a theatre in it, so it would not have a fly loft. Mr. Kaltsounis asked the proposed height and he was told between 30 and 40 feet. He suggested moving the building and ball fields and adding space for more parking. They would be able to utilize the space at the end of the round, sloped drive. Mr. Nebhut said they were maintaining an existing facility there. Mr. Kaltsounis remarked that someone driving down Avon would see a building sticking out like a sore thumb.

Mr. Gaber said he did not feel that it would. Mr. Hunter said they did an elevation study of the buildings on campus, along with the surrounding buildings - Lifetime Fitness, The Church of Christ, the Home Depot, K-Mart and the apartments across the street. There was a significant difference between the finished floor elevations for those buildings and the buildings on campus. He noted that the top of the building for the athletic center was proposed to be 821 feet above sea level, and the Home Depot was 878 feet above. The P-8 building would be 13 feet lower than the church building. Mr. Kaltsounis asked how it would look in relation to the road, noting that Home Depot was built much higher than the road. He indicated that the plan did not show building heights and contours.

Mr. Hunter said that directly adjacent to the front door, it would be between 10 and 13 feet below the road. Mr. Kaltsounis asked if the building would be two to three stories higher than Avon Rd. Mr. Hunter answered a story to a story and a half.

5 City Council

03/16/2005 Adopted by
Resolution

Pass

Notes:

President Hill explained that the Planning Commission unanimously approved the PUD process following a joint meeting with City Council.

Mr. John Gaber of Williams, Williams, Ruby & Plunkett, 380 North Old Woodward Avenue, Birmingham, appearing on behalf of Rochester College, noted that since the Planning Commission approve of the PUD Process, a workshop was held to go through the Master Plan exhibits and the PUD Agreement, at which time questions

and concerns were addressed. He explained that the PUD Agreement has been submitted for Staff review after which it will go to the Planning Commission for a Public Hearing and final recommendation to Council.

Mr. Dalton praised all parties for the positive outcome of the situation, describing it as an "outstanding achievement."

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

7 Planning Commission 04/19/2005 Recommended for City Council Pass
Approval

Notes: (Reference: Staff Report and packet dated April 19, 2005, prepared by Derek Delacourt, had been placed on file and by reference became part of the record thereof.)

Present for the applicant were John Gaber, Williams, Williams, Ruby and Plunkett, Attorneys, 380 N. Woodward Ave., Suite 300, Birmingham, MI 48009; Alan Waites, Vice President and Gary Carson, former President, Rochester College; Barry Nebhut, TMP Architecture, 1191 W. Square Lake Road, Bloomfield Hills, MI 48303; and Dave Hunter, PEA Engineering, 2430 Rochester Ct., Suite 100, Troy, MI 48083.

Mr. Delacourt advised that Rochester College had been working with Staff, members of the Historic Districts Study Committee, Historic Districts Commission (HDC), City Council and Planning Commission. The applicants appeared previously before the Planning Commission for recommendation of approval to use the PUD process and for a workshop meeting to discuss the Final PUD Agreement. At that meeting, several items were identified and revisions were made to the Final PUD, which was reviewed by appropriate City Staff and the City Attorney. The proposed Agreement was recommended for approval with conditions. He noted the memo submitted under Communications, which proposed language changes to paragraph two as suggested by the City Attorney.

Mr. Gaber advised that he had incorporated the comments raised at the workshop meeting and that there were a few changes to the Exhibits. He pointed out that Exhibits C and D were still being finalized in accordance with the Land Division application. As an example, it was discovered that Exhibit C's northern boundary was shown north of the river rather than following it. Mr. Gaber continued that he had spoken with Mr. Staran about the suggested language change in paragraph two which read, "It is the City Council's intention to exempt the Campus from, or grant an exception or waiver to, the adoption or application, now or in the future, of any slope construction regulations that would have the effect of prohibiting or impeding construction on slopes as proposed in the Master Plan." Mr. Gaber proposed changing the first part to "The City Council agrees to exempt the Campus from," and leaving the rest of the sentence as it was, and the College could agree to that as a Condition. Mr. Gaber noted that the College respectfully objected to Condition four: "That page 8, section 14 of the PUD text be changed to indicate that the College agrees to meet the intent and requirements of the Tree Conservation Ordinance for all phases

and portions of any future development, prior to review by City Council."

Mr. Hooper opened the Public Hearing at 7:41 p.m. and seeing no one come forward, closed the Public Hearing at 7:42 p.m.

Mr. Hooper asked Mr. Staran if he was in agreement with Mr. Gaber's modification of paragraph two, which was confirmed.

Mr. Hooper asked Mr. Gaber about the College's objection to Condition four (as stated above). Mr. Gaber replied that it related to the Tree Conservation Ordinance (TCO) and, although pursued by Mr. Delacourt, they did not think the language should be changed. It was Mr. Gaber's understanding that the western portion of the College was exempt from the TCO because there were approved plans for development of that part of the project prior to the enactment of the Ordinance in 1988. The condition asked them to impose the TCO over the exempted part of the College's campus. They believed the whole spirit of the PUD contract negotiation was contrary to that. He recalled Mr. Dalton and City Council initiating the process to try to put Rochester College on a more equal standing with public institutions in the community that were not subject to most of the City's regulations. The intent was to ease the burden upon the College, given the benefits and value the College provided to the community, because of the difficulty the College had developing due to the terrain and the large Historic District.

Mr. Hooper believed this issue had been discussed at the March 1st meeting and they determined the parcel number was incorrect and it should have referred to the west side. Mr. Gaber advised that it was corrected in Section 14. Mr. Hooper asked if Parcel 15-15-376-001, on the west side, would apply to the TCO, but everything east would not. Mr. Gaber replied it was just the opposite and explained that the language stated that the TCO did not apply to the western portion of the campus. The College felt they had a right to an exemption over the western part of the campus and that the balance of the Campus would be subject to the TCO. Mr. Hooper asked if they did not intend to be tied to the 37% rate in the TCO. Mr. Gaber advised that the College had worked with the City on the construction of its new buildings and had planted new trees in those areas.

Mr. Rosen clarified that the College was exempt from the TCO for the western (almost) half of the campus because it had already been developed, but it would not be exempt for the area to the east. Mr. Gaber added that the western portion included 36.35 acres.

Mr. Hooper asked if there were any outstanding issues with the first five pages of the Agreement, noting they would go through it in five-page blocks.

Ms. Hill referenced paragraph three, Zoning, and read, "The parties further agree that development of the Campus generally in accordance with the Master Plan is permitted by the City, subject to the requirements of Section

17 of this Agreement." She questioned why it was not consistent and subject to the requirements of paragraphs 13 and 16, which referenced review of development modifications by the Planning Commission. Ms. Hill referred also to paragraph 18, Architectural Control, which stated that when a Site Plan was submitted for an addition or modification of any building, the Planning Commission would approve such elevations.

Mr. Gaber explained that the intent of paragraph three was to deal with zoning and Conditional Land Use (CLU) Approval because of the Special Purpose zoning. The College would normally have to go through the process for CLU approval and paragraph three meant they would not have to do that if the property was developed for approved uses. They would have a right to develop from a zoning perspective without going in front of Planning Commission or City Council, but would still be subject to Site Plan approval or other non-zoning issues.

Regarding development of the Campus and Planning Commission review, Ms. Hill noted that paragraph three was only subject to the requirements of paragraph 17. She felt there was some inconsistencies about Planning Commission review. Mr. Staran felt that was a good catch by Ms Hill and suggested that Mr. Gaber could easily correct the Agreement by referring to paragraphs 13, 16, 17 and 18 in paragraph three (Zoning).

Ms. Hill read a portion of the last sentence in paragraph three, "and the College shall have no obligation to use any building or improvement on the Master Plan for the use designated thereon." She understood that the College might change the use of certain buildings, but she felt the wording was too open and that conceptually, the plans might show one thing, but the College could end up developing something else. She thought the wording could be more explicit.

Mr. Gaber noted the legend on the Master Plan, which specified uses for the buildings. It was intended to be flexible so that, as long as there was a permitted use under the zoning, the College would have a right to change something. He gave an example of building classrooms rather than student housing.

Ms. Hill indicated that there were constraints in the Agreement, and she noted paragraph 16 that limited the size and percentage of increases and changes in building footprints. However, 16(d) also included "internal rearrangement of parking lots, roadways, walkways, athletic fields, storm drainage facilities and other utilities" that might be approved by Staff, and she felt that was a long list of items that could be changed or moved around.

Mr. Gaber said the intent was to give the College flexibility; for example, if a sidewalk were going to move ten feet Staff could approve that type of modification. Ms. Hill said she agreed with that, and with flexibility, but she felt it could have been written a little better to express the intent. They could

allow flexibility without making it seem as if the College could do anything they cared. Mr. Gaber noted the limitations in the document and indicated that the City would not just give the College cart blanche authority.

Ms. Hill referred to paragraph 5, Modification of Historic District, and read, "In the event the College does not relocate the House to the New Historic District within such five (5) year period, the College agrees not to object to any action by the City to amend the boundaries of the New Historic District to include the House." She questioned the process the City would have to go through in order to do that. She wondered if the language could include that the district would revert back to a certain boundary, which would alleviate the City from a lengthy process, including going before the HDC and City Council. She did not feel that should be the onus of the City.

Mr. Staran responded that it was discussed, and he advised the College to keep the current language, because the authority to regulate for historic purposes was governed entirely by a different law and Ordinance, and he did not think it could be shortcut legally. The only way to modify the boundaries of a Historic District would be to go through the proper process. He did not think they could add something in the PUD that would automatically default the boundaries back to the way they were. Ms. Hill clarified there could not be a pre-determined boundary, and Mr. Staran said that although he would like there to be, he did not believe it would be lawful or enforceable.

Mr. Rosen referred to paragraph three, Zoning, and said the language for approval of the CLU covered the College soundly. Regarding the sentence about development of the Campus, he felt that requiring paragraphs 13, 16 and 18 to be followed, in addition to paragraph 17, was a positive change but that the phrase, "without any further review, recommendation and/or approval of the Planning Commission, City Council, etc." should have been crossed off. The College was covered regarding CLU and was subject to Site Plan review under normal circumstances. Mr. Staran said he would not have a problem deleting that phrase, and he suggested that Mr. Gaber look it over.

Mr. Rosen recalled they discussed the slopes and what impact there might be to them in the future. Referring to Mr. Staran's proposed language for paragraph two, he thought the Agreement should state that nothing negative or major would be done around the Clinton River and that the College should at least look at any regulations. He thought they should add "significantly" before "impeding" in the last sentence or that the word impeding should be dropped. He did not want the language to cause a major hindrance, but he wanted to make sure the City did not make a major mistake. He stated that they needed to be very careful about the slopes, noting the steep areas toward Cloverport. He suggested that they drop "impeding construction" or add the word "significantly" so they would not have to quibble over a couple of feet. If there were major construction it would have a significant effect on the steep slopes along the River, and there would have to be a second look

at what was being done. He thought the word intention was fine, but if it was intention that would save the slopes, the Ordinance would be written to explicitly cover that, and to stop important problems without getting hung up on smaller ones.

Mr. Hooper clarified that the proposed language should read, "City Council agrees to exempt the Campus from, or grant an exception or waiver to, the adoption or application, now or in the future, of any slope construction regulations that would have the effect of prohibiting or impeding construction on slopes as proposed in the Master Plan." Mr. Staran said he would not have a problem deleting the words "or impeding." He thought the idea was to not prohibit the College from building on the slopes. He referred to paragraph 17, and said the last part discussed the College submitting information regarding slope stability and complying with rules. It was anticipated that there would be some level of regulation of the slopes; they just wanted to stop short of prohibiting. Given that, he felt they should limit the language in paragraph two to prohibiting and take out "impeding," and it would be easier to reconcile with the language stated later in the Agreement, which clearly implied there would be some regulation. Mr. Gaber said that the College concurred.

Mr. Hooper moved to pages six through ten for review and referred to paragraph 13, Natural Feature Setbacks. He said setbacks not adjacent to the Clinton River that were "deemed waived" was an issue that came up previously, and he thought the language was to be altered. He recalled that the College wanted freedom so they could work in the setback areas during storm-sewer work. Mr. Rosen advised that was what the language provided.

Mr. Kaltsounis asked the applicants to review the Master Plan and survey, noting the river did not match in both pictures. He wondered if that was part of the State's documentation and if that might affect the floodplains and Master Plan. Mr. Gaber asked Mr. Hunter to respond.

Mr. Hunter advised that one section of the River had straightened itself out. The Master Plan showed the newer location of the River. He pointed out that the River's location could always change. Before they did anything there, they would undertake a floodplain study to find out the exact location and at that point, determine where they would put the buildings. They did not feel they would have to move them significantly, based on where the floodplain was now. Mr. Kaltounis asked what document the State would have and if it would be provided by the applicant or from something on file. Mr. Hunter said they would have to supply recent information and would have to survey the riverbanks and determine the floodplain elevation from the topography at the time they submitted a plan.

Mr. Kaltsounis referred to Condition four in the Staff Report and asked the scope of the trees that would be cut down. Mr. Waites said they had

complied with the TCO for most of the new buildings. Mr. Delacourt advised that the PUD did not provide an exemption that did not already exist within the TCO. It had always been Staff's intention that the TCO should apply to the whole site and that there should not be an exempt portion. The applicants would not be required to save 37% of the trees on site; they would have to replace one for one and they would not be prevented from cutting down any trees. The TCO only assured that wherever there was development on site that the College would be responsible for replacing a tree that was cut down or to pay into the City's Tree Fund. Mr. Hooper reminded that the TCO waiver they asked for was for the developed portion of the property. Mr. Kaltsounis acknowledged that but wondered if that verbiage could be added into Condition four. Mr. Hooper thought that if they added the Parcel map to the Agreement it would be covered. Mr. Kaltsounis suggested also adding an explanation of why it was done.

Ms. Hill referred to paragraph five, which said City Staff would assist the applicant, without limitation, in writing grants and with other funding applications. She was not concerned with assisting the College, but she did not agree with the language "without limitations." She believed it would press the City from that standpoint and she asked that they consider removing the words.

Ms. Hill referred to paragraph ten, which discussed building E-3 being limited to 30 feet in height and the maximum height of any building not exceeding 30 feet as described by the front yard setback. She asked if the City placed that restriction or if the College felt the buildings along Avon would not need to be higher and if they felt comfortable agreeing to that limit.

Mr. Gaber responded that the height issue was evaluated, and they believed it permitted them to build out the Master Plan. Ms. Hill indicated that she would be more than willing to concede in the area of height if it were needed to build the campus appropriately. She asked how tall the Library was and noted the Athletic Building would not be that tall. Mr. Gaber stated that the College was comfortable with that.

Mr. Hooper asked Mr. Gaber if they would agree to remove the words "without limitation" from paragraph five, to which he agreed. Ms. Hill added that in the spirit of the Agreement, the City would certainly try to work with the College.

Ms. Hill referred to paragraph 15(d)(ii), Parking, and said they discussed this previously, but she did not recall discussing that within a reasonable time the College would develop "all or parts of other undeveloped parking fields where shown on the Master Plan as either temporary gravel parking fields or completed parking lots." She recalled they discussed showing when a parking deck might be needed, not temporary lots.

Mr. Gaber said the concept was that if they were someplace between the

current stage and full build out, and if in five years there was a parking crunch, the intent would be for the College to take those areas allocated for parking and to build temporary or permanent lots to accommodate the parking issue. When the Master Plan was further built out, those areas would be reviewed to see if a parking structure was needed.

Ms. Hill was concerned about the term "temporarily," because that did not evoke a time limitation and it would be possible for something to go on for five years. She was concerned about what was proposed for parking solutions, and noted the language for (c), "or the College has determined that to adequately service its students, faculty and staff that it requires more parking spaces than are shown on the Master Plan, then the College shall be entitled to reduce the dimensions of the parking spaces proposed to nine feet in width and 18 feet in depth for each parking space to satisfy the Parking Ordinances."

She thought there were a number of indications and that they had not pinned this issue down adequately. She also did not feel parking options were addressed in a way that showed at what point a structure would be needed if the shared parking with the church was not shown or not adequate.

Mr. Hooper asked if the words "temporary gravel" should be eliminated and/or if there should be a time limit before paving gravel lots.

Mr. Gaber felt the College would not prefer to do that. He added that there was no time parameter anywhere in Agreement. The College would have certain ranges to anticipate future build out, but they could not say that in five years buildings x, y and z would be done or determine where the parking would be. The Parking section was just asking to be able to take those areas on the Master Plan that had been designated for parking and to be able to use them if they were not at a point near build out.

Mr. Waites further explained that the College might find themselves in a position, for example, of needing to put a gravel lot in temporarily to accommodate growth in the next year or two, yet not be at a point with the residential students where the additional housing units were needed. They would want a permanent lot by those once the construction in that area was finished, but they would not have the timing for the residential units with any certainty.

Ms. Hill said there were several things they could do to address parking. One would be to reduce spaces if necessary, as shown in 15(c), and in 15(d) it showed that they would look for some type of shared, permanent parking areas. A last resort would be that within two years from the decision there was a big parking problem, they would construct a parking structure. Ms. Hill continued that if the College did not need the other buildings but had a lot of other campus activity, they could end up putting in gravel areas for five years instead of conceding they needed permanent parking for the Campus. She

would rather see the temporary parking restricted to a two-year period, even if the housing were not going to be built, and permanent parking added after that if the use was there. She felt there was a lot of flexibility in the Agreement to create parking, and that they needed a time frame for temporary parking.

Mr. Schroeder pointed out that on page six the word assistance was listed twice.

In response to Ms. Hill's comments about parking, Mr. Carson stated that the Site Plan approval process could certainly put a timeline on those types of issues. It could be done on a case-by-case basis. Mr. Hooper asked if Site Plan approval would dictate how long the temporary gravel lot would be in place. Mr. Carson believed the City had the capability to put on those restrictions. Mr. Hooper did not envision the College having to come before the Commission for approval to put in a temporary gravel parking lot. Ms. Hill did not think gravel parking lots were even allowed and it would concern her to put that in the PUD as an option, unless they were limited to a short period of time. Mr. Hooper asked if the College even needed to add something about temporary lots, noting that the shared parking with the church was in place.

Mr. Gaber believed they needed it, but questioned whether they could put in a timeframe. He reiterated that it was Ms. Hill's concern a temporary lot would be in place too long and become a defacto, permanent lot with gravel. If one of the other solutions were not appropriate, the College would be left with the alternative of paving the parking field or not using it. Mr. Hooper suggested adding "temporary gravel parking not to exceed two years in duration."

Mr. Delacourt said that the only way the College could add parking would be if the City initiated it. He read that City Staff "shall notify the College of such deficiency in writing, and the College shall take one of the following actions." Mr. Staran agreed and said it was not intended to be a flexible provision to allow temporary gravel parking for construction - it was tied to having an inadequate amount of parking on the site and the City putting them on notice. Mr. Hooper said that obviously Staff agreed it was an option. Mr. Delacourt said there was a standard in the City for a gravel parking lot. If the Engineering Department suggested that as a solution to the deficiency, he would assume a plan would be submitted for the lot, which would then be reviewed by Staff. He did not see the language meaning the College could choose to construct the temporary lot of their own volition.

Ms. Hill said she interpreted it as the City would approach the College because there was a deficiency, but the College had the option to provide one of three things without the City's approval. If gravel parking lots were allowed, that would be one of the options. Mr. Hooper suggested adding that the duration should not exceed two years. Ms. Hill agreed she would rather

see that. Mr. Staran felt that how to define "temporary" should be decided together. Mr. Hooper asked Mr. Gaber if he agreed with two years and Mr. Gaber said the College would need around five years. Mr. Hooper stated that it would be two years for gravel, and if they still needed the parking, they would have to pave it. Mr. Waites said that two years might not be enough time to grow their resident student base.

Ms. Hill said there were other options available, including the possibility of shared parking. She thought the gravel lots would be for people using other parts of Campus - such as the athletic fields. She agreed that if they were using the parking to a great extent for two years, it would be more efficient to pave it.

Ms. Hardenburg said she felt a little misled because at the Workshop meeting she was told that it would take the College two years to build a parking lot from the time they were notified there was a problem. Now the time frame requested was five years. She also thought the shared parking with the church was approved already and that they would only need to build the road so people would not have to go onto Avon.

Mr. Gaber recalled that the discussion at the last meeting regarded building the parking deck, and that they would need two years, and everyone agreed that was realistic. He did not feel it would make sense to force the College to build a deck for only a few hundred cars for a temporary deficiency. He apologized if anyone felt misled. Ms. Hardenburg wondered if a parking structure could be built a level at a time, as more spaces were needed. Mr. Reece informed that it would not be typical to do that because of the cost.

Mr. Schroeder advised that the College would have a maintenance problem with a gravel lot over two years. They would constantly have to grade and bring in material to top it off and there would be problems with erosion. He agreed they should pave the lot if it were to be used longer than two years.

Mr. Rosen indicated that the Commission's job was not to nitpick or over-engineer something - they were at the meeting to set the policy about what the City and College expected. They should not be arguing over gravel, which was not normally permitted in the City. He stated that the College had to plan adequately for the parking. He thought two years was too long for a temporary lot, and that the policy should be clear about not wanting gravel parking lots except to tide the College over.

Mr. Reece said that in his experience, owners usually knew when they needed parking and it was a need that typically did not evaporate - it increased. He suggested if the parking was needed, that it should be put in correctly the first time. Parking lots could be added onto in phases, and he felt it would be a much better solution to pave a lot permanently and add onto it as they developed further.

Mr. Gaber said the College would agree to two years, but he asked the Commission's indulgence to be able to petition for a one-year extension. Mr. Hooper asked Mr. Staran if something could be petitioned in a PUD. Mr. Staran advised that if some type of safety valve were not put in the PUD, the applicant would be stuck with the limitation and the PUD Agreement would have to be amended, which they would like to avoid. Mr. Hooper read the correction, "duration not to exceed two years and upon good cause shown, the Planning Commission could review and approve an additional year."

Ms. Brnabic referred to paragraph 23 and read that the Agreement might not be amended except in writing signed by the parties and recorded, but indicated that the next sentence said, "Remedial amendments to correct errors and omissions may be approved and executed by the Mayor so long as they are consistent with the spirit and intent of the Agreement." She questioned why that was added. Mr. Staran explained it was a fairly common provision in real estate documents and it only referred to minor changes or errors. It would not be used to change a substantive term of the Agreement.

Ms. Hill continued with that subject noting that paragraph 28, Inconsistency, had a similar statement yet the language was not consistent with that used for paragraph 23, Integration/Amendments. Mr. Hooper asked the applicant if it mattered which language was chosen. Mr. Staran felt the two went hand in hand, but it was determined that the portion involving Mayoral approval would be moved to paragraph 28.

Mr. Kaltsounis questioned adding language regarding amending the boundaries and Mr. Hooper advised that it would be shown on updated Exhibits and would become part of the PUD, so he did not feel they needed to add anything else.

Mr. Rosen reminded that the City had a new Clerk.

Ms. Hardenburg referred to paragraph 21, Sale of Property, and was concerned that another owner would have no obligation to use buildings as designated. Mr. Delacourt advised that they would not have the right to any other uses than those allowed in the Special Purpose district.

MOTION by Kaltsounis, seconded by Schroeder, in the matter of City File No. 94-426 (Rochester College), as discussed and revised April 19, 2005, the Planning Commission **recommends** that City Council **approve** the Final PUD agreement with the following four (4) findings and subject to the following five (5) conditions.

Findings:

1. The proposed project meets the standards for use of the Planned Unit Development process.

2. *The PUD will not create an unacceptable impact on public utility and circulation systems, surrounding properties, or the environment.*
3. *The proposed PUD has been designed to promote convenient vehicular and pedestrian circulation within the site.*
4. *The PUD allows for resolution to the modification of the Historic District located within the college campus and flexibility for future College expansion*

Conditions:

1. *That the City's Planned Unit Development Ordinance is amended to allow Special Purpose Zoning in connection with an approved PUD, prior to the agreement being recorded.*
2. *That the proposed final PUD change all reference to the "New Historic District" and refer to it only as the "Modified Historic District", prior to being recorded.*
3. *That page five section five of the agreement text be changed to recognize that the relocation of the House onto the district shall require the approval of the Historic District Commission including the sighting of the house, prior to review by City Council.*
4. *That a Land Division application is reviewed and approved by the City for the proposed "Modified Historic District", and that the City's Historic District Ordinance is amended to reflect the modified district, prior to the Final PUD being recorded.*
5. *Corrections as discussed April 19, 2005 will be incorporated into the Final PUD Agreement prior to City Council review.*

Aye: Boswell, Brnabic, Hardenburg, Hill, Hooper, Kaltsounis, Reece, Schroeder and Rosen

6 Planning Commission 04/19/2005 Recommended for City Council Approval Pass

Notes: *Mr. Hooper opened the public hearing at 8:55 p.m. for the Rezoning Request, and seeing no one come forward, closed the public hearing at 8:55 p.m.*

Mr. Gaber thanked the Commissioners. Mr. Rosen commented that this matter had taken a long time to get where it was. He hoped the College felt better about it than they did a year ago. The Commission had wanted, for a long time, to try to determine the inconsistencies between where the College wanted to go and where the City could allow them to go so they would not have difficulties doing what they thought they needed to do and what the City believed they needed to do. The College would now have a much easier time with the Commission as they made adjustments on their path. He

wished them good luck.

MOTION by Kaltsounis, seconded by Schroeder, in the matter of City File No. 94-426 (Rochester College), that the Planning Commission **recommends** that City Council **approve** an Ordinance to amend Chapter 138 of the Code of Ordinances of the City of Rochester Hills, in regards to Rochester College, to Planned Unit Development.

Aye: Boswell, Brnabic, Hardenburg, Hill, Hooper, Kaltsounis, Reece, Rosen and Schroeder

Text of Legislative File 2004-0905

..Title

Acceptance for First Reading - An amendment to Chapter 138 of the Code of Ordinances to rezone three parcels of land totaling approximately 80 acres, known as Parcel Nos. 15-15-376-001, 15-15-451-003 and -006 to PUD (Planned Unit Development) - City File No. 94-426, Rochester College, applicant

..Body

Resolved that an Ordinance to amend Chapter 138 of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan to rezone three parcels of land totaling approximately 80 acres **to** PUD (Planned Unit Development), located west of Rochester Road and north of Avon, and known as Parcel Nos. 15-15-376-001, 15-15-451-003 and 15-15-451-006, Rochester College, applicant, is hereby **accepted for First Reading**.