

15-13-476-005, Redwood USA, Applicant

A motion was made by Kaltsounis, seconded by Reece, that this matter be Postponed. The motion PASSED by an unanimous vote.

2019-0447

Public Hearing and request for Recommendation of the Third Amendment to the PUD Agreement - City File No. 98-047.5 - City Apartments Garageports, to replace approved carports with garageports, located near the southeast corner of Rochester and Tienken at City Walk, zoned B-2 General Business with an FB-2 Flexible Business Overlay and governed by a PUD, Parcel No. 15-11-103-012, Designhaus Architecture, Applicant

*(Reference: Staff Report prepared by Kristen Kapelanski, dated October 10, 2019 and site plans and elevations had been placed on file and by reference became part of the record thereof.)*

*Present for the applicant were Francesca Schovers, Designhaus Architecture, 301 Walnut Blvd, Rochester, MI 48307 and Dominic Moran, Aragona Properties, 37020 Garfield Rd., Suite T-1, Clinton Township, MI 48036.*

*Ms. Kapelanski advised that the applicant was proposing an amendment to the PUD Agreement which was originally approved in 2004 and amended two other times. The apartments were currently under construction at the southeast corner of Tienken and Rochester, and the applicant wished to construct garageports instead of the previously approved carports. That required an amendment to the PUD. The locations of the garageports had been slightly adjusted from the carport locations. A Hold Harmless Agreement had been provided at the request of Engineering, since some of the garageports were located over a water main. She advised that staff had recommended approval of the amendment, and she was available for any questions.*

*Ms. Schovers noted that the City Apartments project was approved in November 2015 with 41 carports. The proposed plans showed 36 garageports, which were basically a carport with an overhead door and sides. They removed the carports from the center island because once they had sides, they could not be seen through, and they were concerned with visibility and circulation. They put the proposed garageports at the south property line. There were two easements that ran through the area. When it was originally approved, the carports overhung into the easements, but it was not a big issue. They looked at a masonry structure to match the existing garages onsite. She stated that it would take almost half of the existing landscape buffer. It would require all of the lighpoles in the area (6) to be removed and replaced. She showed where*

*there would have to be a complete reworking of the catch basin/storm system in the area. The masonry structure would have to be placed on the edge of the water main easement, and because a footing for that structure was more intensive, it would be in the easement even if the wall was placed on the easement line. She showed the existing retaining wall on the east side, which would need to be removed and replaced. That was against a single-family home, and they did not want to disturb the buffer there. The landscaping was planted in 2007, and it was established and had filled in appropriately. The location of the existing trees dictated the location for the structures, and they did not want to have to remove a healthy tree. The south property line was the same. The biggest reason they wanted to change to garageports was because the public had almost demanded it. When people came to talk with Mr. Moran, they asked if there were garages, and they were not looking for carports.*

*Mr. Moran said that there were six units on the second floor at City Walk, and every time there was turnover, that was one of the first questions asked. It was becoming more of a deciding factor - people wanted enclosed parking spaces for safety and security, and it made renters decide on whether to lease or not. Ms. Aragona said that they wanted to have metal structures, because they had less invasive footings. Because of where the easements were, they were not left with a lot of room to manipulate within that area. They had a few conversations with staff, and she believed that the City Attorney had approved the Hold Harmless Agreement. She noted that the proposed metal would match the building. If there were any issues with headlights shining into the neighbors' property, the garageports would remove that. She added that there would be two ADA compliant garageports. The standard space for the garageports was 12 x 21 feet, and the ADA spaces were 21 x 17 feet. The number of parking spaces onsite was still sufficient. 474 were required, and 489 were proposed, including the garageports. There would one garage per unit in the City Apartments. All of the factors she went through helped them determine where the structures would go, and unfortunately, they had to go into the water main easement a little bit. They felt that it was the best solution for the garageports.*

*Mr. Gaber said that he was still unclear as to the distinction between the space a garageport took and the space a masonry structure took. Ms. Schovers had said that the masonry was more intrusive, but he had not heard a comparison between that and a metal structure to see the difference.*

*Ms. Schovers responded that the footings on the masonry structure were*

more invasive into the easement. The garageports had posts, not giant trench footings. Mr. Gaber said that explained part of it, but he wondered about the other side. If they did masonry, they would reduce the east landscape buffer by nine- and-a-half feet and the south landscape buffer by eight feet. He asked if that was nine-and-a-half feet more invasive into the buffer than the metal garageport would be, and Ms. Schovers agreed. Mr. Gaber asked the dimensions of one versus the other. Ms. Schovers said that the masonry unit was thicker than the metal unit, and the space on the inside would need to be a little bit wider. Mr. Gaber questioned the eight to nine-and-a-half feet difference. He asked if they would have to move it all back because they could not put the footings of the masonry building within the easement. Ms. Schovers said that was correct; the wall could not be within the easement. Mr. Gabers concluded that it was why they would be pushed back towards the property line. He asked Mr. Davis if that was the way it needed to be constructed to stay out of the easement. They were talking about footings coming out perpendicular to the easement, or the walls, as opposed to the where the garage doors would be. Mr. Davis believed that there were competing interests, whether it was room for landscaping or retaining existing vegetation versus the water main location and easement. It had been a compromise. The water main crews that would respond to a break in the middle of night did not want to have to deal with areas that were in conflict with the water main easement. Ideally, there would be no encroachment into the easement. In order to meet the competing constraints, the City agreed to a minor encroachment into the water main easement and to the metal structure, which would be less of an impact if they had to dig a wider trench to get in. There was concern about what type of material they would have to deal with adjacent to the water main during an emergency. He agreed that the City wanted a Hold Harmless Agreement.

Mr. Gaber said that he understood the competing constraints; he was just not a fan of metal carports. He had seen them, and he did not think that they were that attractive. He thought that the apartment building was beautiful, but he did not think that carports would do it justice.

Mr. Kaltsounis recalled that there was an applicant before them recently who brought forward carports that were brick with straight walls, and they were horrific. He stated that the proposed garageports were worse. The applicant came back with a plan that used features to break up the wall and made the outside look a lot better. They had talked about barracks with the other applicant, and he felt that the proposed garageports were as unsightly. He thought that there was more engineering work to do. They were getting into the trees, and they would have to put in some type of

water trench, because it would flow into the garages. The fire hydrant was in the dripline of the evergreen trees, and that was generally not allowed for any projects. He understood the easement issue, but they knew about it from day one. He said that he could not approve it unless there were some changes.

Ms. Schovers said that there would have been a dripline with the carports. Mr. Kaltsounis said that they would be going into the trees with foundations. Ms. Schovers said they would not to the extent he was thinking. There would be posts, not wider trench footings. People could not see the back of the garageports, because they would be in the landscape buffer. From the front, people would only see the overhead doors, which would be seen with a masonry structure as well. Mr. Kaltsounis said that it looked like an industrial complex, and they had a much better development than that. There had been a little more green previously. Ms. Schovers asked if it would be better if they added a green buffer by the bollards. Mr. Kaltsounis suggested that they should go back and take a look at the trees and the driplines and how the carports would affect them and also address the drainage.

Mr. Moran said that they wanted to keep the same drainage that existed. The back side of the carports would be posts to which a wall would fasten, and all the drainage and existing curb and gutter would still be effective to push the water into the catch basins. Mr. Kaltsounis asked if it rained if all the water would go into the garages. Mr. Moran indicated that the existing drainage was the same whether the garageports were constructed or not. There was nothing impeding the flow of water into the storm drains. Mr. Kaltsounis asked how far the garageports would be off the ground, and Mr. Moran said four to six inches. Mr. Kaltsounis thought about putting a car inside and having water pour underneath it with all the moisture built up inside. That would cause a bigger problem. Mr. Moran said that they had garageports at another development in Royal Oak, and they had been well received. It had the same conditions with an existing lot with existing storm drainage and grades, and they were able to construct the structures and keep the storm drainage the way it was. They had not had any complaints about water passing underneath into catch basins. He maintained that the garageports were not made for storage. They were just for parking cars. In the main building, they offered storage areas in the basement. Mr. Kaltsounis said that it needed some work. Ms. Schovers asked if it was the material, and Mr. Kaltsounis agreed that was one thing. They would have to deal with residents complaining about cars being covered with snow on the inside of the garages because they were four inches off the ground. Mr. Moran said that it had not happened in

*Royal Oak.*

*Mr. Dettloff recalled that the rents were not really affordable, but that was the market they were after. He asked if the garageports would increase the rents. Mr. Moran said that they would typically include garage space in the rent, so it would not. The covered garages were usually an extra amenity. If people did not choose a garage, they typically included a garageport space in the rent. Mr. Dettloff asked what the garageports required, maintenance-wise. He was not familiar with that specific metal product. Mr. Moran related that it was a low maintenance product. It had a hard finish that withstood elements, and it was tough against salt and snow. Mr. Dettloff heard that they would be used for vehicles only, and he asked if that would be a lease stipulation. He lived in a development where they wanted that to happen, but many people used their garages for storage, and it caused all kinds of grief. Mr. Moran agreed that it would be a stipulation.*

*Ms. Morita said that her concern with the Hold Harmless Agreement was that it was not enough. If they ran into an issue with the sanitary sewer or the water, they needed that agreement, but their costs would increase. They might have to move a garageport or two cars out of the way. She did not know if staff talked with the applicant about submitting a bond for those additional potential costs.*

*Mr. Davis said that it was not talked about. He said that as much as a water main break could occur, it was a hypothetical. It would be a new main, and they would not want to hold a bond for decades. The compromise had been to go to a post-type structure without a more robust footing people out in the field would have to deal with. The purpose of the HHA was so that the City's costs would not increase. He did not think it would be more to deal with than when people put landscaping on top of utilities. Ms. Morita read that "the owner shall defend the City against any claims from someone else," but she did not see anything in the HHA that necessarily required the owner to reimburse the City for additional costs. She thought that it absolutely needed to be added.*

*Ms. Kapelanski pointed out the email from Mr. Staran. Ms. Balint from Engineering had that same concern, and Mr. Staran thought that the indemnification section made the owner responsible for costs or damages caused by the encroachment. Ms. Morita said that there was more than one way to read the indemnification agreement, and she respectfully suggested that if both she and Ms. Balint had a disagreement with Mr. Staran that it might need to be reworded.*

*Ms. Morita had noticed that there were no colored renderings of the backsides. She asked if the back of the units would be black. Ms. Schovers advised that they would be the same color as the building, and they would be completely screened with landscaping. The actual color was a dark bronze or similar. Ms. Morita said that she was on Council when the project first came through, and she had not been in favor of it. She thought that it was too tall, and there was too much for the site. She felt that it had been short-sighted because there was not garage spaces for all the units. Her big problem with the development was that they were relying on the neighbors' landscaping in order to justify the additional height. The problem with the neighbors' landscaping was that a lot of it was deciduous and not evergreen. She could not tell from the plan how many of the trees were made up of each and whether the neighbors who lived behind it would be looking at a huge, dark metal wall all winter. There was a school, and she wondered what the kids would have to look at. She said that she would like to see what the backside would look like, along with better plantings to remain. If they were just deciduous, it would not work. She thought that the proposal looked like a big, long shipping container from the back, and she did not think the neighbors would appreciate it. She asked if the applicants had talked with them about the change. Mr. Moran said that it had not come up, and Ms. Morita felt that was a conversation they needed to have, and she would like to hear from the neighbors.*

*Mr. Reece said that he agreed with Ms. Morita's comments about the HHA. If the City had to start ripping things up, there would be significant costs they should not be responsible for. He asked if the posts would be anchored to the asphalt paving in the back. He asked if there was foundation for them. Mr. Moran agreed, and said that it would have a post footing, 42" deep.*

*Mr. Schultz said that he was surprised about not having a slab on grade where all the water would go into the garageports. He asked if they would have a galvanized or aluminum material. Mr. Moran said that the underlying structure would be galvanized. The walls would be sheet metal attached to the posts with the garage door attached to the front. It would not be a continuous wall along the perimeter like a masonry structure would be. There would be a vertical post element and a horizontal element to which the panels would attach. There would be free flowing water underneath. Mr. Schultz asked how long the ones in Royal Oak had been in place, and Mr. Moran said that it had been three years. Mr. Schultz said that he was concerned that they would allow water to move*

*underneath the structures with a galvanized material. When it started to rust, he wondered what they would look like. He was amazed that they would allow water to run underneath, and that they were not slabs on grade. They would be shaded areas with no heat in them, so someone could get out of his care onto an ice rink in the garage. If the grading was different, he felt that it might be a different story. There was one storm sewer in the middle of a proposed garageport, so they would be sending storm water from the parking lot underneath the structure, which he thought was crazy. He indicated that it was not good practice to throw a bunch of water at a building.*

*Mr. Hooper said that he was looking at it from a different perspective. They approved carports, it remained a carport, and it would be a carport; it would just have a side and a garage door on it. He stated that nothing had changed other than that. Ms. Schovers agreed. Mr. Hooper said that the drainage with the carports would be the same drainage after putting on a side and a garage door. It would not be fully enclosed or airtight. It would not be a secured structure, because there would be gaps underneath for the water to run, like with a carport. He asked if there would be separation between the individual units, which Mr. Moran confirmed. He thought that they were way overthinking everything. The project was approved with a carport, so the headlights would have been screened by the vegetation in place. He went to the site, and it was heavily screened. The neighbors and the school could not be seen. He went on both sides, and he could not see anything. He acknowledged that there might be some deciduous trees, but they were primarily coniferous. The color would match the garages being built, and he assumed that the garage doors would match. He said that he was missing the boat from the comments, and he really did not get it.*

*Mr. Kaltsounis had pulled up the applicants' development in Royal Oak. It showed the back of the garageports. He noticed catch basins where the water would drain. He asked if it was put in as an afterthought as well. Mr. Moran said that it was part of the original approval. Mr. Kaltsounis observed that they were about two inches off the ground. They did not get as much water flowing as the proposed would. He noticed how the light posts protruded into the building. He said that he understood Mr. Hooper's comment about approving carports, but he maintained that a carport was more transparent.*

*Ms. Schovers referred to the view of the back of the Royal Oak garageports, and she pointed out that it would not be seen in Rochester Hills because of the existing, mature buffer. She reiterated that they did*

not want to go all the way in to the easement, so they pulled back some, which pushed them into the buffer. It was a give and take, and she remarked that they were literally stuck between a rock and a hard place to make it function.

Mr. Kaltsounis questioned what they could do to make it look better - different materials and ways to break it up. There were no gutters, so the water would just drip down. Ms. Schovers suggested that it would be the same water runoff as the carports would have had. Mr. Kaltsounis stated that he just wanted to get away from the port container look, which should not be a part of the City. He asked the applicant if they would like the Commissioners to vote, or if they would rather it be postponed. Mr. Moran agreed to a postponement.

Chairperson Brnabic opened the Public Hearing at 9:12 p.m. Seeing no one come forward, she closed the Public Hearing. She summarized that the Commissioners would like to see colored renderings and material samples and a colored landscape plan showing the types of trees. She stressed that they would like to get away from the container look.

Ms. Morita said that she would like staff to look at amending the Hold Harmless Agreement to include reimbursement to the City by the property owner for any additional costs incurred because of the placement of the garages.

**MOTION** by Kaltsounis, seconded by Dettloff, in the matter of City File No. 98-047.5 (City Apartments Garageports PUD), the Planning Commission **postpones the recommendation of the Third Amendment to the PUD Agreement**, dated received July 3, 2019.

A motion was made by Kaltsounis, seconded by Dettloff, that this matter be Postponed. The motion PASSED by an unanimous vote.

**2019-0448**

Request for Site Plan Approval - City File No. 98-047.5 - City Apartments Garageports, to replace approved carports with garageports, located near the southeast corner of Rochester and Tienken at City Walk, zoned B-2 General Business with an FB-2 Flexible Business Overlay and governed by a PUD, Parcel No. 15-11-103-012, Designhaus Architecture, Applicant

**MOTION** by Kaltsounis, seconded by Dettloff, in the matter of City File No. 98-047.5 (City Apartments Garageports PUD), the Planning Commission **postpones the request for recommendation of the Site Plans**, dated received October 1, 2019 by the Planning and Development Department until a later date when the applicant can address the items mentioned during the meeting.