



Rochester Hills

Minutes

Planning Commission

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Chairperson William Boswell, Vice Chairperson Deborah Brnabic
Members: Gerard Dettloff, Greg Hooper, Nicholas O. Kaltsounis,
David A. Reece, C. Neall Schroeder, Emmet Yukon

Tuesday, February 17, 2015

7:00 PM

1000 Rochester Hills Drive

CALL TO ORDER

Chairperson William Boswell called the Regular Meeting to order at 7:00 p.m. in the Auditorium.

ROLL CALL

Present 7 - William Boswell, Deborah Brnabic, Gerard Dettloff, Greg Hooper, David Reece, C. Neall Schroeder and Emmet Yukon

Absent 1 - Nicholas Kaltsounis

Quorum present.

Also present: Ed Anzek, Director of Planning & Econ. Dev.
Sara Roediger, Manager of Planning
Maureen Gentry, Recording Secretary

APPROVAL OF MINUTES

[2015-0046](#) January 13, 2015 Special Meeting

A motion was made by Schroeder, seconded by Yukon, that this matter be Approved as Presented. The motion carried by the following vote:

Aye 7 - Boswell, Brnabic, Dettloff, Hooper, Reece, Schroeder and Yukon

Absent 1 - Kaltsounis

[2015-0045](#) January 20, 2015 Regular Meeting

A motion was made by Yukon, seconded by Brnabic, that this matter be Approved as Presented. The motion carried by the following vote:

Aye 7 - Boswell, Brnabic, Dettloff, Hooper, Reece, Schroeder and Yukon

Absent 1 - Kaltsounis

COMMUNICATIONS

- A) *Memo from Ed Anzek, dated Feb. 13, 2015 re: B-3 Text Amendment*
- B) *Planning & Zoning News dated December 2014*
- C) *Ordinance No. 172*

NEW BUSINESS

2014-0378

Request for PUD Agreement Recommendation - Barrington Park PUD, a proposed 148-unit residential development on 15.6 acres, located at the northeast corner of Auburn and Barclay Circle, zoned O-1, Office Business, Parcel No. 15-26-376-007, Gary Shapiro, IAC Barclay, LLC, Applicant
(Reference: Staff Report prepared by Sara Roediger, dated February 13, 2015 and Final PUD documents and plans had been placed on file and by reference became part of the record thereof.)

Present for the applicant were Gary Shapiro, IAC Barclay, LLC, 6689 Orchard Lake Rd., Suite 314, West Bloomfield, MI 48322; Brad Strader, LSL Planning, 306 S. Washington St., Suite 400, Royal Oak, MI 48067; and Gregory Obloy, Carson Fischer PLC, 4111 Andover Rd., West-Second Floor, Bloomfield Hills, MI 48302.

Ms. Roediger advised that this matter was the next step in the PUD process, which involved submittal of the legal PUD Agreement, which had been reviewed by the City's Attorney and submittal of Final Site Plans. She explained that there were more detailed engineering, landscaping, tree surveys and elevations required and provided on behalf of the City Staff to review. The Staff and consultants had all recommended approval of the Final Site Plans with a couple of minor modifications. Staff was comfortable that the Final Plans were consistent with the Conceptual Plans that were recommended for approval by the Planning Commission and subsequently approved by City Council in November 2014. She turned it over to the applicants to speak about what had developed since they were last before the Commissioners.

Mr. Shapiro stated that since they were last present, there had been quite a bit of improvements to the project. The landscaping plans had been increased substantially. The elevations had come a long way, and were much more substantial than they originally were. He commented that the Engineering Staff had been good to work with and they were very detailed.

They showed a third lane on Auburn, although MDOT was planning to do it in 2016.

Mr. Strader showed a power point starting with the PUD Concept Plan that was approved. As they moved to the Final Plan, they had added details, and he hoped that the Commissioners would see that the project had gotten better and not watered down. He showed the Final Site Plan package with more specifics on the landscape plan in particular. They wanted to emphasize the landscaping on the eastern property line, and they were proposing five layers of landscaping, including ornamental and evergreen trees. There was an existing evergreen tree to remain. If there was not an existing tree or one did not survive, they would replace it with a new evergreen tree. The neighbors had asked about what they perceived as a gap in the landscaping, but Mr. Strader said they had just changed the plant material for variety. There would be a consistent layering of landscaping for the project's boundary. They also worked on adding details to the elevations.

Mr. Shapiro noted that they had spent a lot of time with market studies, and they liked the variety of the townhouses. Originally, the plans showed more repetitive homes. There would be four, five and six-unit buildings. With the topography, some had two steps to the front door, some had four and some had six. He felt that there would be a nice variety throughout the community.

Mr. Strader advised that they had taken care of a lot of the comments from the City, and that there were just some minor things left. There were some questions about the shrubs in the right-of-way, and he said that they would like the landscaping as close to the right-of-way as possible, and they would continue to work with Staff as to where to plant materials.

Mr. Hooper thanked the applicants for the update. He said that he was glad Mr. Shapiro had discussed the architectural review of the elevations. There was a note on the original plan that said, "Vinyl siding may be used at a maximum of 20% on the front and 50% of the other facades can be vinyl." He asked if the new elevations showed a significantly smaller portion of vinyl.

Mr. Shapiro said that in the Final Plan, they hit the percentages that were mandated. Mr. Hooper observed that the vinyl was less than 20% in the front. Mr. Strader advised that for the side and rear elevations, they added windows on all sides. Mr. Hooper said that it appeared that the rear had cedar shake in the middle third and the other three areas were

vinyl sided. Mr. Shapiro said that was correct. Mr. Hooper asked if that would typically be the case. Mr. Shapiro said that it would be for a four-unit building, but on a five or six-unit there would be two cedar shakes alternating. He indicated that he was quite pleased with the vinyl, and they had been using it on \$500-600k houses. He added that it was not like the old days when vinyl had a bad rap because it was not good material. There would be nice casing around the windows and doorwalls. He mentioned that there was some concern about not having residential low voltage lighting, so they delineated that. On the side elevations, there would be more brick than shown on the original submittal. At the recommendation of Staff, for select buildings visible from the road, they added windows on the upper floors.

Mr. Strader believed that it was building 15 that Staff's review noted, and that would be a change they would make. Mr. Shapiro thought that for the price point, that it would look very nice, and the rears of the homes were upgraded, and it was typically more than they did.

Mr. Hooper referenced the PUD Agreement, page six, Minor Modifications. Within Minor Modifications, it read, "A reduction in footprint of 10% may be allowed and an increase in footprint of 20% may be allowed, as reviewed by Staff." Mr. Hooper asked if there would be potential changes up or down in the footprint sizes.

Mr. Shapiro responded that during the latest recession, they had learned that it was best for all involved to allow some flexibility, if the market demanded bigger or smaller. It was written on everyone's behalf to have flexibility if the market dictated. Mr. Hooper asked Mr. Shapiro if he saw the possibility of a 20% increase. Mr. Shapiro commented that if people wanted bigger, there would be more taxes. He would like to be able to adjust to the marketplace as they moved forward with sales.

Mr. Hooper said that he appreciated that. He asked if the square footage for a 3-bedroom unit was 1,500. Mr. Shapiro agreed. He said they were looking at designing a product that fit in the envelope. Those units were actually smaller than the envelope on the engineering plans and could go up to 1,900 square feet. They already designed, in anticipation of people wanting it, adding another 10-12 foot room in the front behind the garage, which would add square footage above. The footprint now was 40 feet, and the plans the Commissioners were looking at were 32.

Mr. Hooper pointed out a note from the Fire Department in the review of the street names. He thought it was a little odd that the applicants had

chosen the street name Haddington Circle to come off of Auburn, and it became a different name halfway through the street. He asked if that had been resolved.

Mr. Shapiro explained that there were some street names that were not correct, and they gave a list of 15 names and asked Staff to select what they desired. He was not sure if that got passed along. They would be willing to adjust the names.

Ms. Roediger noted that Haddington was not approved, and that the Street Committee would pick a name that was appropriate for the Fire Department. Mr. Hooper said that he was just curious; he could see from the Fire Department's perspective that pulling off of Auburn on to Haddington Circle, which became Hartwick Circle, would be confusing.

Mr. Schroeder commented that it was a very nice development, and that it would do very well. Regarding the PUD Agreement, item seven on page five, he thought that they should include that they would also be responsible for any damage after the warranty for utilities. For example, if someone bumped into and broke a hydrant, he thought the applicants should be responsible for the clean up.

Mr. Shapiro stated that they were public roads. That liability would go towards that, and it was the reason for electing a public road. Mr. Schroeder asked if they would all be public roads, and Mr. Shapiro said no, but that the specifications would be public. It would be burdensome for the homeowners to take that on. Mr. Schroeder explained that he was talking about during construction. When construction was completed, it would not be an obligation any longer. Mr. Shapiro said it would not be a problem during construction.

Mr. Schroeder had a minor point about a Building Department comment. He referred to the barrier free parking diagram, and said that there was not a depth dimension for the parking spot.

Mr. Reece said that regarding Mr. Hooper's comment about a 20% increase in the footprint, he wanted clarification that it was for the size of the building, not a 20% increase in the number of units. Mr. Shapiro said that was correct. Mr. Reece said that the note on the elevations about vinyl siding said that it might be used a maximum of 20% on the front and 50% on the other facades. He asked if they were counting the cedar shake siding as vinyl. It was not cedar; it was a vinyl material, which was confirmed. He thought that the intent was that it would be vinyl. Ms.

Roediger said that was correct, and that cedar shake was something different. Mr. Reece wanted to make sure they had met the intent.

Ms. Brnabic said that in regards to the 20%, she did not think she really considered it a minor modification. She understood the reasoning behind it, but a lot of times the Planning Commission changed that to 10%. She indicated that it was just her opinion. Regarding the PUD Agreement, she said she was not quite sure why the requirement for a timeframe was being overlooked in PUD contracts. There was one in December that did not include a timeframe, either. Under Section 138-7.108 on page 111 of the Zoning Ordinance, it required a timeframe for commencement and completion of improvements associated with the PUD. It was required to be stated in the Agreement. On page four, number four, Development Sequence, she did not have a problem with the content with the exception of "The parties further acknowledge that the buildings and improvements as shown in the Final PUD Plans may be constructed, if at all, at different dates in the future, and that the developer may elect to develop such improvements in the order and at such times as it deems necessary and appropriate in its discretion, if at all." She did not see anything definite about that statement, and she maintained that a timeframe should be included because of the Ordinance requirement. It was no so general now, that it could take 20 years or never be completed. A few lines down, the Agreement read, "The project may be developed in multiple phases." Ms. Brnabic asked Mr. Shapiro his thoughts about how many phases might be necessary.

Mr. Shapiro indicated that the language they had included was pretty common, and that it served both purposes. They planned to do two phases - one off of Auburn and one off of Barclay Circle. They wanted to build all the roads at one time and have two marketing phases. The reason the timeframe was open ended was because it was too hard to predict, and because they did not know what the economy might do. He would just be making up a number if he put something in about that. He stated that he hoped to be out in two years, but there were variables to consider.

Ms. Brnabic said that she did not necessarily think a start date had to be shown, but the Ordinance did require some sort of definitive timeframe. If they felt that phase one might take a year or two to complete, that should be stated. She observed that number four did cover the applicants for housing market conditions. It said that the City would not unreasonably refuse to extend any time periods for project completion for a reasonable time to enable the developer to complete the project.

Mr. Shapiro said that he was not aware of it. He wondered if he could have a variance from the timeframe requirement or acknowledge it in good faith. He did not want to be in violation of the Ordinance, but it was not something they typically put in an Agreement. He would like to address it in some fashion. He really did not understand whose purpose it would serve, however. He remarked that they were all on the same team, and he wondered why they would be burdened by putting something in writing which would hurt them with financing and could constrain the property.

Ms. Brnabic explained that there could be a general projection for the timeframe. The City would not want to see a project start and then take 20 years. That would not be appealing for the community. She had never heard a developer request a waiver from that requirement, and she was bringing it up because it was part of the Ordinance.

Mr. Anzek agreed that there had not been a request for a waiver, but there had been time constraints and an estimated start and completion date and the opportunity for an applicant to come back and get an extension on the date if, for some reason, there was a recession or something that caused a delay in the construction schedule. He asked Mr. Shapiro when the units along the eastern property line would be built and when the landscaping would go in. He asked if it would be part of phase one or two. He proposed that Mr. Shapiro add an estimated commencement date and take it out five years. If five years did not work, he could ask for an extension.

Mr. Shapiro commented that Mr. Anzek was talking to a developer that had survived the greatest depression since the great depression. He wanted to be an optimist, or he would not be doing the project. He noted that they would like to start in the spring, assuming the engineering was done. He would like to be built out in five years, but if it went gangbusters, it could be two years. He said that he was uncomfortable putting in a completion date. His goal was not to burden the property for financing reasons and goals. He said that he was sensitive to the request, but he would like it to be a larger number of years.

Ms. Brnabic reminded that he would have the opportunity to ask for extension(s). She felt that ten years was a little far out. She thought that five was more reasonable. She observed that Mr. Shapiro said that the project would be done in two phases, but the contract said "multiple." She would like to see the contract changed to two phases. Mr. Shapiro said

that he would not be uncomfortable limiting it to two phases.

Mr. Strader believed that the landscaping for the eastern property line was scheduled for the first phase.

Mr. Shapiro said that he would like ten years, but he felt that seven might be o.k. He did not like it, but he wanted to be accommodating. If there was an outside date of seven years, he wondered if that would be acceptable to everyone. He stated that he did not want to be uncooperative; he just knew that it could impede the financing for the project.

Ms. Roediger clarified that the point of the Ordinance was to not tie someone down to a seven or ten year completion date, but more about the public benefit, such as landscaping improvements, improvements to the road and other amenities. She did not see the phasing plan that Mr. Strader said was submitted, and she suggested that having a phasing plan, indicating that the public amenities would be part of phase one would be something the City would like to see. The concern was that a couple of units could be built and if, for some reason, the project fell through, the improvements to Auburn Road or to the sidewalks or landscaping would not get done. That should all come up front to guarantee that the amenities were constructed.

Mr. Obloy said that he worked with Mr. Staran on drafting the Agreement, and Mr. Staran's comments were really negligible. With regards to a timeline, they would be recording a condominium fairly quickly. The State of Michigan statute required ten years for building the condos. He suggested to Mr. Shapiro that he could add x amount of time to pull a building permit under the PUD, and then ten years after that date it would have to be completed in its entirety. The condo would back track into general common elements to the extent that something was not built.

Ms. Brnabic said that she would be more comfortable with five to seven years to completion. In the past for other PUDs, the timeframes had been less. Mr. Obloy was not sure what the City wanted it to turn into after that time period to the extent that the project was not built, and if it should revert back to the current zoning. Ms. Brnabic said that she would like to hear from other Commissioners. Mr. Shapiro reminded that if they were going to do it in two phases, the applicants would be bonding for certain things.

Ms. Roediger explained that the City was more interested in making sure

that the public benefits were constructed sooner rather than later. Mr. Shapiro agreed that could be worked out with Staff.

Mr. Hooper wanted to follow up on Ms. Brnabic and Ms. Roediger's comments, because he agreed that they were both spot on. Before the matter came to City Council, he would definitely want to see that the Agreement said two phases, with the first phase having the road, utilities and landscape screening installed. If that effectuated within two years for the first phase, and the completion took another five years, he felt it would be more than reasonable. If the applicants needed more time, they could come back to Council to have the Agreement amended. Mr. Hooper explained that the reason they required a timeframe was because the City had a very poor experience with another PUD. He did not think seven total years was unreasonable. Once they got started and saw how things were going, they would see what sold and what would not. If it turned out that things were moving along and they needed another year or two, they could adjust the Agreement through Council. He clarified with Mr. Shapiro that the first phase would include installation of the roads, utilities and landscape screening within two years.

Mr. Shapiro responded that if they started in the spring, they might be dealing with MDOT for permits on Auburn Rd. If they bonded for that, it would count as being done. They were concerned about missing the building season if that got delayed. He asked if done meant either done or bonded. Mr. Hooper meant work completed in the field, not a bond posted to get the work done. Mr. Shapiro clarified that the work Mr. Hooper mentioned would have to be done in two years, and Mr. Hooper stated that it would be two years from the start of construction.

Mr. Strader suggested that MDOT could hold things up because it was doing improvements to Auburn Rd., and the applicants were tied to that. The improvements to Auburn (by MDOT) could be delayed another year, and the applicants did not want to be impeded by that, and they needed some protection. Mr. Hooper said that the attorneys could come up with language that said the work would be subject to a permit approval. Ms. Roediger suggested language that said improvements to Auburn would be coordinated with MDOT.

Mr. Strader noted that on the phasing plan, the cover sheet showed a simple phasing. He said he could do a more articulated phasing that showed the improvements mentioned. He said that they would be happy to submit a more sophisticated phasing plan. Mr. Hooper stated that he would definitely like it ironed out before it came to Council.

Mr. Schroeder noted page 3, item 2b dealing with the process and he read, "Notwithstanding to the contrary herein, the developer shall have no obligation to further develop all or any portion of the property." He asked if that applied just to the Agreement, and Mr. Obloy said that it did.

Mr. Obloy stated that the purpose was if they got to 140 units, and there was no need to build out further, the units would not be built and under the timeframe, it would expire, and the areas would become undeveloped general common elements.

Mr. Schroeder asked what would happen if they only got to 78 units. Mr. Obloy remarked that they would not be building anything.

Chairperson Boswell opened the Public Hearing at 7:44 p.m.

Ken Skrzyniarz, 2850 Sandhurst, Rochester Hills, MI 48307 *Mr. Skrzyniarz was present with his wife. He said that he had spoken previously to the Commission and expressed concerns and their desires to have some privacy and a good barrier between their property and that of Barrington. He realized that the fence idea had gone by the wayside, and the beautiful landscaping that was being proposed seemed to be a great plan. In looking at the plantings, there was some variation from what was on the plans and what Mr. Strader had shown. He was not sure which plan was accurate. The open area was a concern to them, because they were not interested in having a lot of traffic going from the Barrington property into their subdivision. He had a concern about where the plantings would start, and if they would be between their property line and the swale or on top of the swale. They were concerned about proper drainage and water flow with the swale. Since the last meeting, they have had some discussion that made them more comfortable. They had a pool, and they were concerned about excess water causing more pressure toward the pool. They did have pool damage with the flood that came through their yards about three years ago. They had walls crack from the water pressure. They were concerned about the phases of the development and scheduling. He agreed with the Commissioners who would like to see the landscaping buffer done with the initial phase. He knew from construction that the land would be leveled, the trees would be removed, dozers would be working, and they would get a lot of sand and debris. He agreed that the sooner the better for the landscaping to be installed. He told Mr. Shapiro that the townhouses would really go, because it was a beautiful project. He agreed that Mr. Shapiro should not be so pessimistic, but he noted that a lot had been invested. Mr.*

Skrzyniarz said that through feedback from the neighbors that Mr. Shapiro should be commended. That was why Mr. Skrzyniarz knew Mr. Shapiro would "do them well" with the border and the landscaping. Mr. Skrzyniarz said that he was initially concerned about the trees, although he thought that there were a lot of garbage trees. He hoped that they would be replaced with more beautiful trees. There was a Chinese Elm right behind their property that was full of insects, and it looked diseased to him. It had been there over 50 years, and it had lived its life. He was not sure if that was planned to be removed.

Heather Molitoris, 2876 Sandhurst, Rochester Hills, MI 48307. *Ms. Molitoris noted that she lived at the end of Sandhurst next to the DPS facility. She indicated that the landscaping looked beautiful. Her first concern regarded access for contractors when the landscaping started. The day after the last City Council meeting, surveyors parked in front of her house and continued all day back and forth through her yard to access the east property line. She was concerned about whether the roads would be built first, so the contractors would have access, and also whether they would be instructed not to park and cut through yards. She did not like the idea of strangers walking through her yard all day. Her other concern was the swale. The drainage ditch in the swale continued around the corner and between the DPS yard and her house, it was pretty deep. Over the course of the winter they watched as the snow came and froze and got higher and higher. She was concerned about snow removal. When they removed the snow from the access road, she wondered where it would go. If it was put on the swale, she was concerned it would flow down to the end of Sandhurst and flood her basement. The water was waist deep now, and it would be worse with snow removal. She wanted to confirm that an engineer had looked at it to make sure it would drain properly. She did not see a lot of places where snow could be put with a whole line of landscaping besides the swale.*

Carmen Skrzyniarz, 2850 Sandhurst, Rochester Hills, MI 48307 *Ms. Skrzyniarz stated that she and her husband had the privilege of living in Avon Township/Rochester Hills since 1979. She advised that Mr. Shapiro had met with them to show a better site of their backyards. She said that she had some very valid concerns about the property behind her. She had taken some pictures which she passed around to the Commissioners. She said that the top of Mr. Shapiro's property, which was at the top of the swale, was five feet higher than the properties on Sandhurst. When their homes were built in 1979, the builders scraped the land down five-and-half feet. She said that she would love for everyone to come to her property to see the swale. According to the*

landscape plan they received, the landscaping would be anywhere from eight to ten feet from the property line, which would be in the swale. She claimed that vegetation placed there would add more water. She indicated that the new neighbors would look down into their homes. She realized that they were trying to preserve a lot of the trees, and she commended them for that, because there were some good ones. She felt that they needed to look at the property in the spring before any trees were cut. She realized they wanted to get started, but she really thought that they should take a good look at the swale and how high Mr. Shapiro's property was. She said that they would not want any harm coming to their properties or for it to not work when the applicants were paying a lot of money for vegetation. She said that it would not work, and she called it the mud trough. When her husband mowed, the lawnmower got stuck a lot of times, and a lot of times he could not mow because it was so soppy and nasty. When she had dogs, they loved going in that area, because the ducks would come in and waddle around. She said again that she would appreciate it if someone could come out and look at their "trough" because of the grade difference. They knew something would go in there eventually, but she believed that they would lose the vegetation, because nothing ever grew there, and it was a swamp.

Chairperson Boswell closed the Public Hearing at 7:45 p.m. He asked Mr. Shapiro about Ms. Skrzyniarz' comments that vegetation would not grow there.

Mr. Shapiro said that his engineer was one of the best, and the City had top engineers. He claimed that a critical part of designing the project was to understand the swale and how it worked and design around it. There were many eyes on it. He noted that most of those types of swales were eventually dedicated to the County. He assured that construction fencing would be put up along the neighbor's property line, and there would be no construction traffic. He advised that the roads were designed with open spaces for loading snow, which was something Commissioner Reece had asked for early on. He advised that there would be a great deal of landscaping, and they would either not plant in the swale or plant what would grow in something that had water flowing through it. He offered that they had an open door policy, and after the meeting, he said that he would be glad to respond to any questions.

Chairperson Boswell said that he would like to commend them as well. It appeared that they had been working hard with the neighbors. The Commission ran into it all the time, where a developer did not bother to speak with the neighbors, but it seemed as if the applicants had spent

considerable time talking with them.

Mr. Anzek said that he spoke with Mr. and Mrs. Skrzyniarz before the meeting, and he suggested that when there was a spring thaw, he might arrange a quick meeting on site with the applicant's engineers, the City's engineers and the neighbors to understand how the property would be graded so there was no water run off onto the neighbors' property. It was a rule of engineering - a developer had to take care of the drainage, not push it onto the neighbors' properties. There would be piping systems in the roadway that should take away most of the runoff that was currently experienced. Mr. Shapiro indicated that they would be glad to do that.

Ms. Skrzyniarz came back to the mike and asked Mr. Shapiro if he could start the planting before things were torn up or as soon as the grading was done. They had a big concern for a neighbor that was not doing well and could not come to the meeting because of his illness. She wondered if some of the big trees could be installed and if her neighbor's green could be done and extended to both sides of his property to give him some piece of mind.

Mr. Shapiro said that their goal was to do things as expeditiously as possible. Mr. Anzek said that it was a difficult request. First, they would do mass grading, and if something was planted, then it could be lost. He assured that it would be completed as soon as possible.

Hearing no further discussion, Mr. Schroeder moved the following seconded by Ms. Brnabic:

MOTION by Schroeder, seconded by Brnabic, in the matter of City File No. 14-012 (Barrington Park PUD), the Planning Commission **recommends** that City Council **approves** the PUD Agreement dated December 29, 2014 with the following five (5) findings and subject to the following five (5) conditions.

Findings:

- 1. The proposed Final PUD is consistent with the proposed intent and criteria of the PUD option.*
- 2. The proposed Final PUD is consistent with the approved PUD Concept Plan.*
- 3. The PUD will not create an unacceptable impact on public utility and*

- circulation systems, surrounding properties, or the environment.*
4. *The proposed PUD promotes the goals and objectives of the Master Plan as they relate to providing varied housing for the residents of the City.*
 5. *The proposed plan provides appropriate transition between the existing land uses surrounding the property.*

Conditions:

1. *All of the modifications from the zoning ordinance that are being requested, including the height of the buildings, shall be listed in paragraph 12 of the PUD agreement.*
2. *The appropriate sheets from the approved final plan set shall be attached to the PUD agreement as exhibits, including the building elevations.*
3. *All other conditions specifically listed in the agreement shall be met prior to final approval by city staff.*
4. *Add a timeframe for commencement and completion to the PUD Agreement, with a five year maximum, prior to going to City Council.*
5. *On page 4 of the PUD Agreement, change the project development from multiple phases to two phases, prior to going to City Council. The roads, landscaping, utilities and public amenities shall be installed in the first phase, as written and approved by the City Attorney.*

A motion was made by Schroeder, seconded by Brnabic, that this matter be Recommended for Approval to the City Council Regular Meeting. The motion carried by the following vote:

Aye 7 - Boswell, Brnabic, Dettloff, Hooper, Reece, Schroeder and Yukon

Absent 1 - Kaltsounis

2015-0048

Public Hearing and request for Tree Removal Permit - City File No. 14-012 - for the removal and replacement of as many as 275 trees for Barrington Park PUD, a proposed 148-unit condominium development on 15.6 acres, located at the northeast corner of Auburn and Barclay Circle, zoned O-1, Office Business, Parcel No. 15-26-376-007, Gary Shapiro, IAC Barclay, LLC, Applicant

MOTION by Schroeder, seconded by Reece, in the matter of City File No. 14-012 (Barrington Park PUD), the Planning Commission **grants a Tree Removal Permit**, based on plans dated received by the Planning

and Economic Development Department on January 26, 2015, with the following three (3) findings and subject to the following one (1) condition.

Findings:

- 1. The proposed removal and replacement of regulated trees on-site is in conformance with the Tree Conservation Ordinance.*
- 2. The applicant is removing up to 278 regulated trees from the site.*
- 3. The applicant is proposing to provide at least 299 replacement credits.*

Condition:

- 1. All tree protective fencing must be installed, inspected and approved by city staff, prior to issuance of a Land Improvement Permit.*

A motion was made by Schroeder, seconded by Reece, that this matter be Granted. The motion carried by the following vote:

Aye 7 - Boswell, Brnabic, Dettloff, Hooper, Reece, Schroeder and Yukon

Absent 1 - Kaltsounis

2015-0047

Request for Final PUD Site Plan Recommendation - Barrington Park PUD, a proposed 148-unit residential development on 15.6 acres, located at the northeast corner of Auburn and Barclay Circle, zoned O-1, Office Business, Parcel No. 15-26-376-007, Gary Shapiro, IAC Barclay, LLC, Applicant

MOTION by Schroeder, seconded by Dettloff, in the matter of City File No. 14-012 (Barrington Park PUD), the Planning Commission **recommends that City Council approves the Final Site Plans**, dated received January 26, 2015 by the Planning and Economic Development Department, with the following five (5) findings and subject to the following three (3) conditions.

Findings:

- 1. The site plan and supporting documents demonstrate that all applicable requirements of the Zoning Ordinance, as well as other City ordinances, standards and requirements can be met subject to the conditions noted below.*
- 2. The location and design of driveways providing vehicular ingress to and egress from the site will promote safety and convenience of*

both vehicular and pedestrian traffic both within the site and on adjoining streets.

3. *There will be a satisfactory and harmonious relationship between the development on the site and the existing and prospective development of contiguous land and adjacent neighborhoods.*
4. *The proposed development does not have an unreasonably detrimental, nor an injurious, effect upon the natural characteristics and features of the parcels being developed and the larger area of which the parcels are a part.*
5. *The proposed Final Plan promotes the goals and objectives of the Master Plan by providing an alternative housing option.*

Conditions:

1. *Provision of a performance guarantee based on the landscaping cost estimate, as adjusted if necessary by the city, to ensure the proper installation of trees and landscaping. Such guarantee to be provided by the applicant prior to issuance of a Land Improvement Permit.*
2. *Address all applicable comments from City departments and outside agency review letters, prior to final approval by staff.*
3. *That Staff verifies the percentages of the vinyl siding on the elevations, prior to final approval by staff (all vinyl, not just horizontal siding).*

A motion was made by Schroeder, seconded by Dettloff, that this matter be Recommended for Approval to the City Council Regular Meeting. The motion carried by the following vote:

Aye 7 - Boswell, Brnabic, Dettloff, Hooper, Reece, Schroeder and Yukon

Absent 1 - Kaltsounis

Chairperson Boswell stated for the record after each motion that it had passed unanimously, and said that he looked forward to the development, which he commented would look very nice.

DISCUSSION

2015-0042

Request to discuss proposed residential Planned Unit Development (PUD) concept plan on approximatey three acres, located on John R south of School Rd., zoned R-4, Parcel No. 15-24-301-052, Ralph Nunez, Design Team Plus, LLC, Applicant

(Reference: Memo prepared by Ed Anzek, dated February 13, 2015 and preliminary sketch plans had been placed on file and by reference became part of the record thereof.)

Present for the applicant were Jim Polyzois, MJ Ridgepoint, LLC, 49587 Compass Pointe, Macomb, MI 48044 and Ralph Nunez, Design Team Plus, 975 E. Maple, Birmingham, MI 48009.

Mr. Anzek presumed that the Commissioners recalled the applicants from the recently approved Villas at Shadow Pines and the Sanctuary at River's Edge Planned Unit Developments (PUD). The applicants were looking at another property, which had been brought up previously by three or four different developers. As he learned about the site a little more, he saw that it was heavily treed in some areas. He proposed that rather than doing a typical R-4 subdivision, that the applicants might take a different approach and be a little more creative. They could try to save trees and create an up north feel through the use of a PUD. He suggested that the applicants appear before the Planning Commission for a discussion to see if they could obtain some input and to see if the members would support a PUD. If so, the applicants would move ahead with more design details and present a Concept PUD Plan.

Mr. Nunez noted that the property was on John R just south of School Rd. It was three acres in size, and there was a mix of deciduous and evergreen trees. If they did a standard R-4 development, there would be a road with more theatre-type lots because of the depth - almost 93 feet wide and 103 feet deep. They could do a ranch home with a side garage, and they would get roughly nine homes. He commented that Mr. Polyzois was not really impressed with that layout. Mr. Nunez advised that the site did not fall under the requirements of the Tree Conservation Ordinance. Mr. Anzek had recommended that they really took a look at the condition of the trees. Their forester took a survey, and they categorized the higher quality trees and the hazardous trees. Instead of going with a single-family development, they started looking at duplexes. They looked at a private road cul-de-sac for Fire access and leaving an area in the front for a storm water detention basin. They would remove some of the trees, but they were fair to poor. There was a home to the

south and homes to the east, and they wanted to keep a nice buffer for those neighbors. The layout they were proposing with a PUD would have ten units. The applicants would like to do a much better product than what was permitted under R-4, which would have meant grading the entire site and removing all the trees. He concluded that one of the advantages of the site was that it was relatively flat.

Chairperson Boswell said that he would much rather see something along this line than a standard R-4 development. He observed that they would also get an extra home with a proposed PUD project.

Mr. Schroeder felt that it was an excellent plan. He had one concern. If someone had a party, the parking would be difficult. He asked if they could look to see if there were areas to park outside of the condo areas.

Mr. Hooper stated that he supported the PUD. There would be nine homes with standard zoning versus ten with the creative zoning, and it would save more trees and open area. He felt that it would be a win-win, and that the density would be imperceptible against what it normally would be under R-4 zoning.

Mr. Reece echoed the same comments. He asked the projected price point. Mr. Polyzois believed that the homes would be in the high \$300k's. Mr. Reece felt that Mr. Schroeder's comment about the parking was spot on. If there was a graduation party, for example, there could be gridlock. Mr. Polyzois agreed that they should look at that.

Mr. Anzek did not think a normal R-4 development would be appropriate for the general area, and he thought that a more creative development could be quite an addition to the neighborhood. The only means to achieve it would be through a PUD Agreement, of which Mr. Polyzois was no stranger, having done two in the past year-and-a-half.

Chairperson Boswell reminded that there was also a PUD development going in north of School Rd., and although larger, he felt that it would compliment the proposed project.

Mr. Anzek asked Mr. Nunez if it was too early in the stage to know the width of the street and if it could accommodate on-street parking.

Mr. Nunez responded that it would be the standard 27-foot pavement. They were proposing a carriage walk along the outside of the curbing. He suggested that the first two lots by John R could be moved a little further

back, and that would give a little more real estate. He would have to check the quality of a couple of the trees. He pointed some other areas where they could add guest parking. They still had to look at the storm water detention requirements. He had shown a pond by John R, but if it did not need to be as large, there would be the possibility of placing some parallel parking there. They made the cul-de-sac large enough to have a center island, but they could put some parking spaces there as well. There were some units he would not like to have to push back because of the trees, but there were others they could probably move.

Mr. Anzek thought that if there was a 27-foot wide street, that they could easily accommodate on-street parking on one side. Since it would be a private street, it would have to be enforced by the Association, but he knew that the Fire Department would require no parking on one side. Mr. Schroeder added that it would be on the non-hydrant side.

Mr. Nunez stated that another advantage was that across the street, there was a school facility with a parking lot, and they could talk to them about using that parking area.

Mr. Dettloff remarked that Mr. Polyzois would probably have the project done in a year. Mr. Nunez assured that they would have the right amenities in the PUD Agreement, especially a beginning and end date.

Mr. Dettloff asked if the homes would be all brick. Mr. Polyzois clarified that they would not all be brick. He was not sure what the mix of materials would be yet, but they would use the same architects they had for the two previous projects. He maintained that they would not do anything that would diminish the project for the marketplace. Mr. Dettloff commented that it looked good, and Mr. Schroeder agreed.

Chairperson Boswell summarized that the applicants had a unanimous approval from the Planning Commissioners that they would like to see the project come forward. Mr. Nunez indicated that they would try to get it in as quickly as possible.

Discussed

ANY OTHER BUSINESS

2015-0043

Request for Recommendation of a Planning Commission representative to the Zoning Board of Appeals for a one-year term to expire March 31, 2016.

Upon confirming that Ms. Brnabic wished to fulfill another term, Mr. Schroeder moved the following, seconded by Mr. Reece:

MOTION by Schroeder, seconded by Reece, the Rochester Hills Planning Commission hereby recommends to City Council that Deborah Brnabic shall serve as its representative on the Zoning Board of Appeals for a one-year term to expire March 31, 2016.

A motion was made by Schroeder, seconded by Reece, that this matter be Recommended for Approval. to City Council and sent to a Regular Meeting. The motion carried by the following vote:

Aye 7 - Boswell, Brnabic, Dettloff, Hooper, Reece, Schroeder and Yukon

Absent 1 - Kaltsounis

Chairperson Boswell congratulated Ms. Brnabic.

FURTHER BUSINESS:

(Reference: Memo regarding a potential amendment to the B-3 zoning district, prepared by Mr. Anzek and dated February 13, 2015 had been placed on file and by reference became part of the record thereof).

Mr. Anzek advised the Commissioners that regarding the proposed text amendment to the B-3, Shopping Center Business district and outlot ownership, he spoke with Mr. Staran, who wanted to do some further research about easements, private roads, prohibition of a driveway and how to accomplish that with zoning language.

OTHER FURTHER BUSINESS:

Mr. Anzek noted that Mr. Schroeder had asked about the zoning change request an applicant had made to put up a manufactured home park at Hamlin and John R. The applicant had done the due diligence portion and exhausted his remedies with the City, and he had filed suit in the Circuit Court to compel the City to support the request. After going before the Planning Commission with a Rezoning request, the applicant had gone to the ZBA requesting a Use Variance, which was denied. The ZBA Minutes had to be approved, and the City's attorneys would then be in Court. As it continued through the Court, Mr. Staran would brief Council on the matter.

Mr. Anzek mentioned that the State had removed whatever controls the City had in terms of liquor permits and their review. Cities had started to require establishments that sold liquor onsite to get a Conditional Use Approval. Mr. Staran was working on some text, and the Planning Commission would hold a Public Hearing to consider recommending an amendment to the Zoning Ordinance to add the CU requirement. Mr. Anzek noted that the intent was not a surprise; many cities were already doing it, and attorneys representing restaurants and bars were fully aware. It would allow the City a little more control and understanding of where liquor permits might be and how they were moving in and out of the City. He hoped to bring it forward at the March meeting.

NEXT MEETING DATE

Chairperson Boswell reminded the Commissioners that the next Regular Meeting was scheduled for March 17, 2015.

ADJOURNMENT

Hearing no further business to come before the Planning Commission and upon motion by Mr. Reece, Chairperson Boswell adjourned the Regular Meeting at 8:33 p.m.

William F. Boswell, Chairperson
Rochester Hills Planning Commission

Nicholas O. Kaltsounis, Secretary