



Rochester Hills Master Report

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File Number: 2004-0098

File Number: 2004-0098 **File Type:** Ordinance **Status:** For Introduction
Version: 4 **Reference:** 03-010 **Controlling Body:** City Council
Regular Meeting
Requester: Planning/Development **Cost:** **Introduced:** 02/09/2004
File Name: Lorna Stone **Final Action:**

Title: Acceptance for First Reading - An Ordinance to amend Chapter 138, Zoning, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to rezone ten parcels of land, located near the northeast corner of Adams and South Boulevard, totaling approximately 24.2 acres, known as Lorna Stone Village containing Parcel Nos. 15-31-301-011, 15-31-351-001, -002, -003, -017, -008, -009, -010, -011, -012 from R-4 (One Family Residential) to PUD (Planned Unit Development) and to prescribe penalties for violation thereof.

Notes: Lorna Stone LLC
1111 W. Long Lake Road, Suite 103
Troy, MI 48098
11 parcels zoned R-4
(248) 833-0242
(248) 833-0247 fax

Code Sections: **Agenda Date:**
Indexes: Planned Unit Development **Agenda Number:**
Sponsors: **Enactment Date:**
Attachments: Agenda Summary First.pdf, Map aerial.pdf, Report Staff.pdf, Agenda Summary Discuss PUD.pdf, Lorna Stone PUD Agreement.pdf, ordinance.pdf **Enactment Number:**

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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3	Planning Commission	07/19/2005	Recommended for Approval	City Council Regular Meeting			Pass
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Notes: *(Reference: Staff Report prepared by Derek Delacourt, dated July 15, 2005 had been placed on file and by reference became part of the record thereof.)*

Present for the applicant were Joe Maniaci, Lorna Stone LLC, 1111 W. Long Lake Rd., Suite 103, Troy, MI 48098, developer; Alexander Bogaerts, Alexander V. Bogaerts Associates, P.C., 2445 Franklin Road, Bloomfield Hills, MI 48302, Architects; Paul L. Nine, Paul L. Nine & Associates, P.C., 100 W. Long Lake Road, Suite 102, Bloomfield Hills, MI 48304-2773, Attorney.

Mr. Delacourt stated that this project had appeared many times before various boards. It started as a rather large, neo-traditional, mixed-use development encompassing almost 300 residential units and about 30,000 square feet of commercial space. Those conceptual plans were given preliminary approval to utilize the PUD process. He advised that since that time, the plans had gone through iterations. It was proposed as completely single-family at one time, and the Planning Commission let the applicant know it did not meet the criteria for utilization of a PUD. The applicant re-worked the project and included office, commercial and residential. The residential units were cut almost by half and the commercial and office was reduced to a maximum of 9,000 square feet from 30,000. The applicant brought plans forward to a joint meeting of City Council and Planning Commission and both boards felt the plan met the criteria for utilization of the PUD and the project was allowed to go forward. The applicant put together the PUD Agreement and plans, which had been recommended for approval by applicable City Staff. The applicant was present to request a favorable recommendation of the Final PUD Agreement and PUD overlay rezoning. If approved, the applicant would be required to submit final Site Plans to the City for review and approval prior to any construction.

Mr. Nine thanked the Commission and noted that they have had tremendous cooperation from the City Staff. The Plan was intended to accomplish six different concepts: It would preserve and expand the historic buildings; it would minimize the points of access to the main streets; it would provide a wide range of housing types and styles, including the live-work concept; it would encourage a walking community; it would create usable open space; and it would provide a Gateway the City had been working to achieve. He referred to the revised PUD Agreement he had submitted at the meeting and noted that the changes were an attempt to incorporate Staff's comments. He mentioned that Mr. John Gaber, attorney for the owner of the corner piece, which was not part of the original PUD, contacted him and they had reached a verbal agreement for the developer to acquire that parcel. They anticipated incorporating that within the PUD, and that it would not take very long.

Mr. Bogaerts went over the exhibits and pointed out that the northern portion of the property and to the east would have detached, single-family units. Along Adams Road would be the live-work retail units, which would be seen by people approaching from Adams and heading eastbound on South Boulevard. He pointed out the large detention area in front, and said it would be a foredrop to the buildings. He showed elevations and said that the live-work retail buildings would have multi-family units above the retail. Each retail space would be approximately 850 square feet. In addition, there would be three-story buildings, classic elevator buildings with parking underneath. There would be two-car garages below the building for each unit. He advised that they would use classic architectural styles for the detached single-family homes and there would be 27 units, from 1,900 to

2,800 square feet in size. There would be attached townhouses also.

Mr. Hooper referred to Condition 3, that proposed Building 19 be removed from the Plan or the setback be increased to an amount agreed to by the Planning Commission. The applicant mentioned earlier that they might acquire the corner piece (Adams and South Boulevard), which would make that statement moot. The building would be removed and the applicant would have to come back to the Planning Commission with a future design.

Mr. Delacourt explained that even if they got the corner, there would still be three parcels between the corner piece and the western edge of their development. There would still need to be some discussion of the setbacks between the proposed building, for phase two, and the property line. There was language incorporated in the blackline version of the revised text and PUD Agreement (page 6, item 4) to try and address that concern. Mr. Nine added that they had incorporated every comment made by Staff within the blackline version. Mr. Delacourt pointed out that an excepted parcel of phase two was proposed with a black dotted line. That was why the buildings were shown in a different scale. The developer proposed that the buildings not be built until the property could be included, to make sure there would be sufficient buffer area surrounding both sides.

Mr. Hooper said that having something adjacent to the single-family would not be acceptable to him. He did not think there would be enough of a setback to allow a building to be added. The second option would substitute a different type of building from among those shown in the exhibits, which he felt was possible, or there could be an alternative proposal as approved by the Planning Commission. Any of the options had to be agreed to by the Planning Commission. Mr. Delacourt agreed, and said he would want the Commission to be comfortable with the language, and how the phase two plans would be done, which might take a number of years.

Mr. Hooper asked if Staff had seen the revisions handed out by Mr. Nine. Mr. Delacourt said he quickly reviewed the language proposed to meet the Conditions in the Staff Report. Other than the wording dealing with Building 19, which was more of a consideration for discussion, the language proposed appeared to meet the concerns of Staff. He recommended that the Condition remain and that Staff verify everything prior to going to Council. Mr. Hooper clarified that the Agreement that was in the packet, not the one handed out, should be under consideration. Mr. Delacourt confirmed the one in the packet had been noticed for the Public Hearing and made available to the public.

Mr. Kaltsounis asked if they acquired the property in front if it would mean relocating or increasing the size of the detention pond. Mr. Bogaerts advised that the detention pond would stay where it was due to the topography and that it was the low area. Mr. Kaltsounis asked if new buildings would be connected to the rest of the development or if they would come off of South

Boulevard, and he questioned if the road would be too close to the lot line. Mr. Bogaerts said they might change the configuration of the detention pond slightly to allow for another building. He pointed out that they had really just learned of the acquisition of the parcel on the corner.

Mr. Hooper asked if anyone had comments about the first four pages of the Agreement, noting that he did not see any changes. Mr. Hooper next asked about pages 5 through 8, and Mr. Nine noted that on page 5, Staff asked that they change "all improvements" to "all Final Site Plans and Elevations." He referred to paragraph G on page 6 (revised Agreement) and said it corresponded with Staff's Condition 2, which asked the applicant to agree they would meet all applicable Fire Department requirements. The purpose of the language regarding Building 19 was to leave matters within the Commission's decision, while making sure the multiplicity of choices that might impact it - the market, what they might acquire or be able to sell, etc. - would allow the Commission the power to make any of the choices. Other than removing it altogether, which could be unilaterally done, the rest of the requirements gave the Commission final approval. He did not think they were taking advantage of anything.

Mr. Nine referred to page seven, paragraph 11, regarding the Gateway sign, and said they agreed to build and pay for one the City designed. Mr. Nine said that if they did acquire the corner, they would move the Gateway sign to the corner. He referred to page eight, which corresponded to Condition 6, and provided that until they acquired the excepted parcels, that they would not become part of the Final Site Plan approval.

Mr. Hooper asked if there was a timeline for the phases. Mr. Nine said there was not, but if they did not acquire the three parcels, the phase could never happen. If they were acquired, the applicant would be bound to come back with something that fit the Site Plan.

Mr. Hooper referred to page five, Article 3, paragraph B, which read in part, "provided, however, the corners of a garage may be a minimum of three feet from the adjacent houses." Mr. Nine said it was a fire code issue, and Mr. Bogaerts said it was talking about a condition where a rear garage may be adjacent to a front entry garage, and there could be as little as three feet of separation. He said they were not sure how those homes would sell - they anticipated a mix, but they could sell two or three homes with front garages and then have some rear garage sales.

Mr. Hooper referred to paragraph E, "The maximum height of the mid-rise residential buildings, excluding chimneys, shall be 50 feet above grade." He asked if that referred to buildings seven, eight and nine, which was confirmed. Mr. Nine added that the garages would be underneath the building.

Ms. Brnabic noted the distance between the detached homes and that she

had asked for dimensions the next time the applicant returned. She read that there could be three feet between the garage and another house and was concerned. She asked if the garages in the rear were attached to the houses, and Mr. Bogaerts said that all garages were attached in every unit proposed. Ms. Brnabic said that from a safety standpoint, only three feet between a garage and a home was a problem. That was a fire hazard and two properties would be affected if a garage or kitchen caught on fire. She realized they would already be agreeing to no minimum yard setbacks in the PUD, but stated that three feet was very unsafe. She added that she did not have a problem with how it looked, and she thought it was a wonderful design.

Mr. Bogaerts explained that it was just a minimum dimension. They had not had the opportunity to develop the plot plans, but he said they could look at expanding that dimension if it was something the Commission wanted. He thought there could be a minimum of five feet.

Ms. Brnabic said she would like that expanded because she did not feel three feet was enough room at all. Mr. Bogaerts said they might be required by the Building Department to have fire retardant plywood at the corners of the building and roofline. Mr. Brnabic said she was uncomfortable with three feet, even knowing a firewall might be installed. Mr. Nine said there would be two firewalls, one in each building, which would be comparable to attached units, and he noted that the Fire Department would carefully look at it.

Mr. Hooper asked the applicant if they would add a five-foot minimum, to which they agreed. Mr. Delacourt advised that the Fire Department had looked at the plan in concept, and at the spacing requirements, and had actually recommended approval. The applicant was made aware there might be additional restrictions.

Mr. Kaltsounis noted the soffets off the garage and said if they were a foot-and-a-half, they would touch each other, which he felt they should consider. He asked about front yard setbacks and said the plans showed 15 feet. If there was a porch on a unit that approached eight feet into the setback, he questioned how far the curb and sidewalk would be from the house. It seemed the road would be too close. He noted the homes from Forester Square and said the homes seemed right on top of the street. He wanted a perspective of how it would be for the proposed homes because the Forester homes were not selling. He could see potential in the proposal, but wanted to have a clearer idea of how it would look.

Mr. Maniaci said they were well aware of Forester Square, and its pitfalls and advantages. Lorna Stone was revisited because of the issues that were not successful at Forester Square. Regarding the residential portion of the community, they did not have it in the middle of the high-rise units. The residential would be isolated to the north and northeast. The setbacks would

be defined from the back of the sidewalks. Mr. Bogaerts said the right-of-ways would be 50-60 feet so the setback would be measured from the right-of-way line, not the edge of paving, and they would pick up about 14 feet. It would be about 20 feet from the porch to the edge of the pavement. Mr. Kaltsounis said that made him feel a lot better.

Mr. Kaltsounis referred to the building materials, and said the Historic Districts Commission would have to approve them for something on the historic parcel, but that it was deleted from the Agreement and he wished clarification. Mr. Maniaci explained that the word improvements was deleted and replaced with Final Site Plans and Elevations, and the Historic Districts Commission would have approval over the elevations of the buildings in the Historic District. The Planning Commission would have jurisdiction over the rest of the site as well as the Historic District. Mr. Kaltsounis asked if the same materials would be used in the front of all the buildings and if what was shown for the fronts would be seen all the way around the buildings. Mr. Maniaci agreed they would be consistent with the elevations and most of the homes would have two-story brick in the front and one story brick all the way around and siding on the second story in the back. Mr. Kaltsounis asked if that would be true for the higher residential buildings. Mr. Maniaci said the four-story buildings would be all brick; the attached residential units would be almost the same as the detached units. There would be some homes with clapboard siding (heartly plank) all the way around the building. Mr. Bogaerts said that the sides and rear elevations of every building were shown in the materials he provided. Mr. Kaltsounis said it was typically added to the text of the PUD. Mr. Nine said it was incorporated by reference and anything on the exhibits would have to be used.

Mr. Kaltsounis said there was a note in the Agreement that said, "Developer may vary colors slightly within this palette." It also said, "See color renderings for materials and colors. Side and rear elevations, same design." He thought that would mean there would be brick all the way around. Mr. Maniaci said they would take the brick to the freeze line or first story, but Mr. Kaltsounis believed it said there would be brick all the way around and to the top. Mr. Bogaerts said that the spirit of the 200 and 300 buildings would be the same spirit used for the single-family.

Mr. Rosen referred to the single-family homes to the north and said the main contention was that there would be three feet between the corner of a garage and the corner of a house. The applicants could solve that by moving the garage back. He asked how much distance there would be between the western edge of the driveway and the side of the adjacent house. Mr. Maniaci said there would be a total of 15 feet. Mr. Rosen said it appeared to show that the edge of the property was 12 feet from the edge of the house and the driveway was maybe a foot inside of that. Mr. Bogaerts said there would be five feet of grading between the paving and the edge of the house. Mr. Rosen suggested that the drawings did not indicate that, and Mr. Bogaerts explained that there would be about five feet of lawn area from

an adjacent residence to the driveway in the 15-foot dimension.

Mr. Schroeder asked what the space between the two houses should be and was told 15 feet between units. Mr. Rosen asked how wide the driveway was. Mr. Bogaerts said it could be eight feet at that point. Mr. Rosen clarified that there would be two feet from the house to the driveway, eight feet for the driveway, and five feet to the next house. Mr. Rosen asked where someone would put snow, noting that in a decent winter, he had snow two to three feet high and ten feet deep on either side of the driveway. Mr. Bogaerts said he grew up in a house in Detroit that was very similar and did not have a problem with snow. Mr. Rosen commented that the homes would be awfully tight.

Ms. Hardenburg asked about Minor Modifications on page 9, and read in part, "submitted for approval to the Rochester Hills Planning Commission with any appeal being to the Rochester Hills City Council." She thought City Council had final approval for anything.

Mr. Anzek said that in many PUDs there were minor adjustments, which could be approved at an administrative level. If the administration rejected something, the applicant could bring it to the Commission and they objected it could be taken to City Council.

Ms. Hardenburg asked if it was normal for the City to make contracts with developers for future developments on sites abutting Lorna Stone or for an expansion. Mr. Nine said that Staff was concerned about the expansion section involving the corner and the three houses on South Boulevard. If someone else wanted to use the retention pond and all he did was set forth criteria to compel them to use it, if they met the criteria the City would have no alternative to compel them to use the Lorna Stone property without a taking. The City would not want that, so they put something in the Agreement. If the corner were involved in the PUD, it would be a non-issue. Ms. Hardenburg asked about something developing to the east at a later date.

Mr. Maniaci said the wording was to incorporate anyone who wanted to join the PUD. Ms. Hardenburg asked about someone who wanted to put in a subdivision who was required to add another road access and they used a road in the PUD. Mr. Nine said the Agreement did not address that. He read, "In the event any property adjoining the property desires or is required to join the PUD Agreement," and said the language had no relevance to someone not joining the PUD. He did not think someone could afford to buy the three houses and develop something.

Mr. Delacourt said that the language had been reviewed by the City Attorney and Staff and they did not have a problem with it; however if any other property were to join into the PUD, the Agreement would have to be amended and it would require approval and PUD overlay rezoning.

Mr. Hooper referred to Article 20, Prohibited Uses, and asked if the applicant had intentions of adding a cellular tower. Mr. Maniaci said he did not and Mr. Hooper asked that the wording be added to the Agreement.

Mr. Hooper opened the Public Hearing at 9:08 p.m. Seeing no one come forward, he closed the Public Hearing.

Mr. Schroeder mentioned that in the City of Troy, across from the proposal, a new church was scheduled for construction. He asked if the driveway was going to be moved to the east, that the applicants made sure there were no left turn conflicts. Mr. Delacourt said he would have the Engineering Staff look at it.

Ms. Brnabic thanked the applicants for the well-written Agreement they had submitted, noting that many of the Agreements the Planning Commission had seen recently were not that well written. When she questioned the content in some of these other Agreements, the applicants had no explanation as to why something was incorporated within their own Agreement.

Ms. Brnabic also thanked the applicant for taking the time to consider comments from the Commission prior to presenting the Agreement, and she appreciated the information that was presented.

MOTION by Kaltounis, seconded by Hardenburg, in the matter of City File No. 03-010 (Historic Lorna Stone Village PUD), the Planning Commission **recommends** that City Council **approve** the rezoning of the subject parcels to a PUD overlay district and approve the Final Planned Unit Development Agreement, in accordance with any comments or changes made by the Planning Commission at the July 19, 2005 meeting and based on the following two (2) findings and subject to the following six (6) conditions:

Findings:

1. The proposed Final PUD is consistent with the proposed intent and criteria for utilization of the PUD Process.
2. The proposed Final PUD is consistent with the Preliminary Approval for utilization of the PUD process.

Conditions:

1. That final site plans receive approval from the City's Planning Commission.
2. That language be added to the Final PUD Agreement indicating that all the proposed final site plans shall meet all applicable Fire

Department requirements prior to final approval.

3. *That proposed building 19 be removed from the plan or the setback from the adjacent single-family home be increased to an amount agreed to by the Planning Commission.*
4. *Review and approval of all final site plans and elevations on the designated parcel by the City's Historic Districts Commission.*
5. *That the applicant add language to the PUD indicating that they will include and construct a gateway sign as part of their project, as identified in the City's Gateway Plan, prior to approval by Council.*
6. *That the applicant add language to the PUD indicating that the proposed phase two not be submitted for review and approval by the City until such time as the excepted parcel can be included into the project, prior to Final PUD approval by City Council.*

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

Nay: Rosen

Text of Legislative File 2004-0098

..Title

Acceptance for First Reading - An Ordinance to amend Chapter 138, Zoning, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to rezone ten parcels of land, located near the northeast corner of Adams and South Boulevard, totaling approximately 24.2 acres, known as Lorna Stone Village containing Parcel Nos. 15-31-301-011, 15-31-351-001, -002, -003, -017, -008, -009, -010, -011, -012 from R-4 (One Family Residential) to PUD (Planned Unit Development) and to prescribe penalties for violation thereof

..Body

Resolved that an Ordinance to amend Chapter 138, Zoning, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to rezone ten parcels of land totaling approximately 24.2 acres, located near the northeast corner of Adams and South Boulevard, known as Lorna Stone Village containing Parcel Nos. 15-31-301-011, 15-31-351-001, -002, -003, -017, -008, -009, -010, -011, -012 from R-4 (One Family Residential) to PUD (Planned Unit Development) is hereby accepted for first reading.