

CITY OF BLOOMINGTON



**SEPTEMBER 9, 2013 @ 5:30 p.m.
COUNCIL CHAMBERS #115
CITY HALL**

**CITY OF BLOOMINGTON
PLAN COMMISSION AGENDA
Sept. 9, 2013 @ 5:30 p.m.**

❖ City Hall Council Chambers, #115

ROLL CALL

MINUTES TO BE APPROVED: Aug. 5, 2013

REPORTS, RESOLUTIONS AND COMMUNICATIONS:

- Review of Open Door Meeting Rule – Patty Mulvihill

PETITION CONTINUED TO Oct 7, 2013:

- PUD-26-13** (*Plan Commission must vote to continue this petition)
Daniel & Jessica Hoover
339 S. Dunn St.
PUD final plan approval to allow an addition to an existing single-family residence
(*Case Manager: Eric Greulich*)
- SP-33-13** Elmore – Orrego LLC
304 W. Kirkwood Ave.
Site plan approval to allow new construction of a mixed-use building
(*Case Manager: Patrick Shay*)
-

PETITIONS:

- SP-32-13** Tiffany Clark
314 E. 3rd St.
Site plan approval for a 3-story mixed-use building.
(*Case Manager: Jim Roach*)

End of Agenda

***Next Plan Commission hearing scheduled for October 7, 2013*

BLOOMINGTON PLAN COMMISSION
STAFF REPORT
Location: 314 E. 3rd St.

CASE #: SP-32-13
DATE: September 9, 2013

PETITIONER: Tiffany Clark
 316 E. 4th St., Bloomington

CONSULTANT: Matt Ellenwood
 2021 E. Wexley Rd., Bloomington

REQUEST: The petitioner is requesting site plan approval to allow a three-story mixed-use building.

Area:	0.12 acres
Zoning:	Commercial Downtown (CD)
Overlay District:	Downtown Edges
GPP Designation:	Downtown
Existing Land Use:	Vacant Residential
Proposed Land Use:	Mixed Use – Restaurant on First Floor with Multi-Family on Second and Third Floors
Surrounding Uses:	North – Commercial, Mixed-Use, Multi-Family
	East – Commercial
	South – Multi-Family
	West – Commercial

REPORT SUMMARY: The subject property is located at 314 E. 3rd Street. It is zoned Commercial Downtown (CD) and located within the Downtown Edges Overlay (DEO) district. The property has been developed with a one-story residential building. The petitioner is proposing to demolish the existing building and build a three-story, mixed-use building.

The first story will contain a café and a large commercial kitchen, the second story will contain four studio apartments, and the third story will contain a three-bedroom, initially owner-occupied apartment. Outdoor seating is proposed along E. 3rd St. and behind the building in an outdoor courtyard. The rooftop includes a patio and entertaining area, accessible only to residents of the third floor, and a green roof. A roof overhang with solar panels is proposed over a portion of the rooftop patio which increases the building height in this area.

This petition was last heard by the Plan Commission at its meeting held on August 5, 2013. At that meeting, Plan Commissioners and neighbors expressed concern about parking, the feasibility of construction and impacts to adjacent properties.

Since the last hearing, the petitioner has committed to meeting the parking requirements through a combination of on-site and off-site parking spaces, reduced the massing of the concrete block wall on the east side of the building, and contacted the adjacent property owners to discuss the long term maintenance of the walls very near the property line.

Plan Commission Site Plan Review: Two aspects of this project require the petition to be reviewed by the Plan Commission:

- The project is adjacent to a residential use.
- The project proposes several waivers to the standards in BMC 20.03.260-270.

Seven waivers are requested to the standards of the DEO district:

- Maximum height
- Minimum side building setbacks
- Minimum side parking setback
- Maximum impervious surface coverage
- Primary exterior finish material
- Window design
- Minimum number of parking spaces

SITE PLAN REVIEW

Green Building Design: The petitioners propose two green building features that should influence review of the design waivers per BMC 20.03.240, which states “The Plan Commission is encouraged to consider the degree to which the site plan incorporates sustainable development design features such as vegetated roofs, energy efficiency, and resource conservation measures.” The building includes photovoltaic solar panels on the roof of the partial 4th floor patio roof and a partial green roof on the roof of the 3rd floor.

Residential Density: The property is approximately 0.123 acres. The maximum density allowed in the Downtown Edges Overlay (DEO) district is 20 dwelling unit equivalents (DUEs) per acre. A maximum of 2.46 DUEs is allowed on this site. The petitioner is proposing four studio apartments over 550 SF and one three-bedroom apartment for a total proposed DUE of 2, or 16.3 DUEs per acre.

Height: The DEO district specifies a maximum structure height of 35 feet. The proposed structure has a height of 44 feet from the lowest elevation along the building to the highest point on the partial 4th floor roof. The partial fourth floor patio roof is stepped back 23 feet from the northern front façade along E. 3rd St. The height to the top of the third story is 38.5 feet.

Height Waiver - 20.03.260(b)(2): A waiver from the standards of the Unified Development Ordinance (UDO) is required to allow a height of more than 35 feet in the DEO district. The 2005 Downtown Vision and Infill Strategy Plan (hereafter referred to as “Downtown Plan”) states that a perceived building scale of two to four stories should be maintained in the downtown. It recommends that the mass of a taller building be stepped down to a lower height as it approaches traditional buildings nearby. There are two historic buildings on the same block as the subject site, the Boys and Girls Club and the Home Laundry Building but neither is adjacent to this site.

The surrounding area is a mix of building styles, uses, and eras. The Downtown Plan refers to situations where properties in the DEO district are adjacent to historic buildings and single family houses. This property is not adjacent to any single family houses. The residential properties to the south are located within the Residential High Density (RH) district, which allows a maximum building height of 50 feet. Staff believes the proposed building height is appropriate in this area and that the main building height of 38 feet along E. 3rd St. means that the building appears shorter than 44 feet. The partial 4th floor roof patio mitigates the building's overall height impacts along E. 3rd Street while providing a sustainable building element encouraged by the UDO. Staff recommends approval of this waiver.

Automobile Parking: The DEO requires a minimum of 0.8 automobile parking spaces per bedroom and a minimum of 50% of the maximum parking listed in the parking standards for non-residential uses. Therefore, six spaces are required for the residential portion of the building, and six spaces are required for the non-residential portion. The petitioner has proposed three automobile parking spaces on-site with the remainder to be off-site. The off-site location is the property at 316 E. 4th Street where the petitioner operated another restaurant. This site contains at least 9 extra spaces above the maximum number of spaces for that restaurant. Staff recommends approval of this waiver.

Automobile Parking Waiver - 20.03.260(c)(2)&(3): Staff finds that a parking waiver is appropriate given the narrowness of the lot and ability for the petitioner to provide off-site parking for tenants and employees within easy walking distance, about 250 feet. While a stacked parking arrangement on this narrow lot could provide at least three additional spaces, this arrangement would be impractical because of the one-bedroom nature of most of the units. It would still require off-site parking to be included as part of the parking mix.

Building Setbacks: The front setback matches the alignment of the historic Home Laundry Company Building, as recommended by the Downtown Plan. The DEO requires a minimum side building setback of seven feet. The petitioner has proposed a side building setback to the west and east of zero feet.

Side Setback Waiver - 20.03.260(d)(3): A waiver is required to build a building with zero foot side setbacks. The property is a long and narrow lot, 36 feet wide by 148.5 feet deep. The property to the west is a similar size and has been developed with a laundromat with zero foot side setbacks. The building to the east has been developed with an approximately 24 foot side setback. The proposal includes a five foot side setback with some window openings along a few portions of the building to mitigate some of the visual impact along E. 3rd St. The Downtown Plan makes no specific recommendations concerning side setbacks, however it does recommend that in the Downtown Edges Overlay that buildings be designed to be compatible with existing surrounding residential context. In this location there is no residential context along the south side of 3rd Street. Adjacent buildings are commercial in nature and will likely be redeveloped in the future. Staff finds that the narrowness of the lot makes abiding by the setback requirements difficult. If the setback was maintained, there would only be 22 feet of buildable area on this lot. Staff finds that while this reduced setback would prohibit larger windows on the east side and any

windows at all on the west side, the unique building design with different material colors and textures reduces the typical negative aesthetic impacts of a blank wall. With the recommended condition of approval for a maintenance easement, staff recommends approval of this waiver.

Parking setback: The DEO requires a minimum side yard parking setback of seven feet. The very narrow property width (36 feet) does not allow for full compliance with the parking setbacks. If the site plan complied with the parking setback standard there would only be room for 2 parking spaces.

Side Parking Setback Waiver - 20.03.260(c)(1)(B): A waiver is required to allow a parking setback of less than 7 feet on the west side of the lot. The property is only 36 feet wide. The properties to both the east and west have been developed with zero side parking setbacks. The Downtown Plan makes no specific recommendations concerning side parking setbacks. Adjacent buildings are commercial in nature and will likely be redeveloped in the future. The proposed building itself will also screen parking from the street. Based on the narrow lot width, the desire to increase parking and the fact that the neighboring properties have zero setbacks, staff finds this waiver appropriate.

Building Orientation and Entrances: The petitioner proposes building entrances to the non-residential space from E. 3rd St. and from the rear courtyard. The apartments may be accessed from E. 3rd St. and from the alley to the south. The building has a “clearly-defined primary entrance that is easily recognizable from the street” as recommended by the Downtown Plan. The E. 3rd St. entrance has a metal canopy, a prominent building name, and exterior lighting, which provide entrance detailing as required by the DEO.

The Downtown Plan encourages outdoor seating to “provide pedestrians with visual cues for active spaces and building entrances.” Outdoor seating is proposed along E. 3rd St., under the upper story overhang and outside of City right-of-way.

Exterior Finish Materials: The proposed building will be primarily finished with fiber cement panels, split face concrete masonry units (CMUs), and metal-framed glass. Split face CMUs, metal-framed glass, and metal are proposed as secondary finish materials. Since the last hearing, the amount of CMU on the east side of the building has been reduced. Elevations and renderings have been included in the packet.

Primary Exterior Finish Material Waiver – 20.03.340(b)(4)(B): A waiver is required to allow split face concrete masonry units as a primary exterior finish material on the east side of the building. On the west elevation, it is used as a secondary exterior finish material, which is permitted. CMU makes up about 22% of the east side elevation. The maximum for a secondary material is 20%. While the split face CMU may be less visible in the future as new buildings are built on adjacent lots, at this time it will be visible from E. 3rd St. Staff finds that the use of CMU is appropriate, given that this base material will be screened then redevelopment of adjacent lots occurs at some point in the future. The use of CMU, with the color and patterns proposed and in context with the other materials lends

itself well to the modern aesthetic of the building. Staff recommends approval of this waiver.

Window Design: The Downtown Plan discourages blank walls. However, the building code restricts windows along zero foot side setback lines in anticipation of future buildings also built with zero lot lines. Some small windows are proposed on the east side of the building in areas where building façade modulation will allow them.

The DEO requires that upper story windows have the visual appearance of double hung windows. The proposed upper story apartment windows are not proposed to have the appearance of double hung windows.

Window Design Waiver - 20.03.270(b)(3)(B):

The Downtown Plan states that “While it is important that a new building be compatible with the traditions exhibited by existing buildings in Downtown Bloomington, the new building does not necessary [*sic*] have to imitate older building styles. In fact, stylistically distinguishing a new building from its older neighbors in Downtown Bloomington is preferred, when the overall design of the new infill project reinforces traditional development patterns.”

The architecture proposed echoes traditional building form without imitating older historic styles, and staff believes that double hung upper story windows would not be in context with the modern design of the building and the proposed Juliet balconies. Staff recommends approval of this waiver.

Impervious Surface Coverage: The DEO allows a maximum impervious surface coverage of 70% of the lot. The petitioner is proposing 84% impervious surface coverage. The outdoor courtyard will be pervious pavers providing 16% pervious surface area on the lot.

Impervious Surface Coverage Waiver - 20.03.260(a)(2): The UDO does not permit green roofs to count as pervious surface. However, if the green roof were counted as pervious surface, the property would nearly meet the maximum impervious surface coverage percentage (maximum: 70%, proposed 72%). The UDO encourages green development features such as green roofs to be taken into account when considering waivers, and staff believes the green roof and pervious pavers meet the intent of the maximum impervious surface coverage standard. Staff recommends approval of this waiver.

Landscaping: Two existing street trees along E. 3rd St. will satisfy the requirement for street trees. All other landscaping requirements have been met.

Lighting: One pedestrian scaled light is required along E. 3rd St. The petitioner will need to work with staff to provide a light that meets City standards. Additionally, all exterior lighting will be required to meet the UDO’s lighting standards and be fully shielded and full cutoff.

Bicycle Parking: Eight bicycle parking spaces are required for this project, four for the residential component and four for the non-residential component. The petitioner proposes ten total spaces, eight in the rear courtyard, and two along the front of the building. Staff

believes that at least four spaces should be located in the front to better serve the non-residential use. An encroachment from the Public Works Department would be required to place them within the tree plot in the right-of-way.

CONCLUSIONS: This property is located within an area with a mix of uses, densities, and building ages and styles. Staff expects more redevelopment projects along the E. 3rd St. corridor in the future. While the proposed building is not of a residential scale, as recommended by the Downtown Plan for the Downtown Edges Overlay, staff finds that the narrow lot width necessitates a building with reduced setbacks and limited on-street parking. The residential context of this area is mostly located to the south of this lot and to the north, which is within the more intense University Village Overlay. While the height of the building is more than recommended, most of the increase in height comes from an opened sided partial 4th floor that covers a rooftop patio and is set back from the street. The proposed location for the off-site parking is within easy walking distance. Finally, the innovative building design, green roof, solar panels, mixed use, potential for owner occupancy and live-work makes for a proposal that meets many of the City's goals for the downtown.

RECOMMENDATION: Staff recommends approval of SP-32-13 with the following conditions:

1. Prior to release of a building permit, the petitioner shall execute and record a zoning commitment to provide nine (9) off-site parking spaces within 300 feet of the property.
2. Prior to release of a building permit, the petitioner must have completed quiet title action to secure ownership of a two (2) foot deed gap.
3. Proposed walls around the rear courtyard shall not exceed eight (8) feet in height per UDO requirements.
4. Prior to release of a building permit, the petitioner shall secure and record access and maintenance easements from the property owners to the east and west to ensure the long term maintenance of the building.
5. Final City Utilities approval is required prior to release of any permits.
6. A minimum of 4 bicycle parking spaces shall be provided at the front of the building.
7. One pedestrian scale, full cut-off, fully shielded street light is required along 3rd Street.
8. Any encroachments into the public right-of-way for street lights, bike racks, grease interceptor or sprinkler meter pit will require approval of a right-of-way encroachment.

MEMORANDUM

Date: August 27, 2013

To: Bloomington Plan Commission

From: Bloomington Environmental Commission

Through: Linda Thompson, Senior Environmental Planner

Subject: SP-32-13, Tiffany Clark
314 E. Third Street
Second Hearing for Site Plan request

The Environmental Commission (EC) applauds this Petitioner for committing to the recommendations made in the first hearing, which are found below. The landscape plan has been revised, many green building features are being employed, and space for recyclable materials has been added. Therefore, the EC has no added recommendations at this time.

MEMORANDUM

Date: July 29, 2013

To: Bloomington Plan Commission

From: Bloomington Environmental Commission

Through: Linda Thompson, Senior Environmental Planner

Subject: SP-32-13, Tiffany Clark, 314 E. Third Street, Site Plan request

This memorandum contains the Environmental Commission's (EC) recommendations regarding a request to demolish an existing one-story office building and build a three-story mixed-use building. The first floor will contain a café with kitchen; the second floor will contain 4 studio apartments; and the third floor will contain a three-bedroom, owner-occupied apartment. Outdoor seating is proposed along E. Third St. and behind the building in a courtyard. There will

be a rooftop deck with a partially covered roof holding solar panels, which will be accessible only to the 3rd floor residents. A green roof is proposed for the southern portion of the roof and landscaping is proposed on the northern patio. The site is within the Commercial Downtown zoning district and the Downtown Edge Overlay district.

ISSUES OF CODE COMPLIANCE:

1.) LANDSCAPE PLAN:

The landscape Plan needs to be revised because the interior trees are not chosen from the correct list in UDO 20.05 Landscaping Standards. The trees proposed are Flowering Dogwood (*Cornus Florida*), which are on the list of small trees. The UDO landscape regulations require large canopy trees for the interior plantings, so different tree species must be chosen.

One of the acceptable shrubs on the proposed plan is Wild Hydrangea, also called Smooth Hydrangea (*Hydrangea arborescens*), which is a larva (caterpillar) host plant for the **Hydrangea sphinx** (*Darapsa Versicolor*). The adults feed on the nectar of native, perennial flowering plants. Therefore, the EC recommends that the petitioner commit not to use any pesticides on their interior plants.

The EC recommends that the developer create diverse tree, shrub, and native perennial plantings that exemplify Indiana's natural heritage. For suggestions, please see the EC's Natural Landscaping materials at www.bloomington.in.gov/beqi/greeninfrastructure/htm under 'Resources' in the left column. For additional suggestions plus an excellent guide to Midwest sources of native plants see: <http://www.inpaws.org/landscaping.html>. Native plants provide food and habitat for birds, butterflies and other beneficial insects, promoting biodiversity in the city. Furthermore, native plants do not require chemical fertilizers or pesticides and are water efficient once established.

ISSUES OF SOUND ENVIRONMENTAL DESIGN:

2.) GREEN BUILDING & SITE DESIGN:

The EC is very impressed that the petitioner is planning a vegetated roof and solar panels for this building; however, they did not mention any other green building features in the Petitioner's Statement. The EC is hopeful that additional practices will be incorporated in the design. One specific suggestion is to reuse, sell, or donate the construction and demolition materials accumulated during demolition of the current building and construction of the new one.

Green building and environmental stewardship are of utmost importance to the people of Bloomington and sustainable features are consistent with the spirit of the Unified Development Ordinance (UDO). Additionally, they are supported by Bloomington's overall commitment to sustainability and its green building initiative (<http://Bloomington.in.gov/greenbuild>). Sustainable building practices are explicitly called for by the Mayors' Climate Protection Agreement signed by Mayor Krusan; by City Council Resolution 06-05 supporting the Kyoto Protocol and reduction of our community's greenhouse gas emissions; by City Council Resolution 06-07, which recognizes and calls for planning for peak oil; and by a report from the Bloomington Peak Oil Task Force, *Redefining Prosperity: Energy Descent and Community*

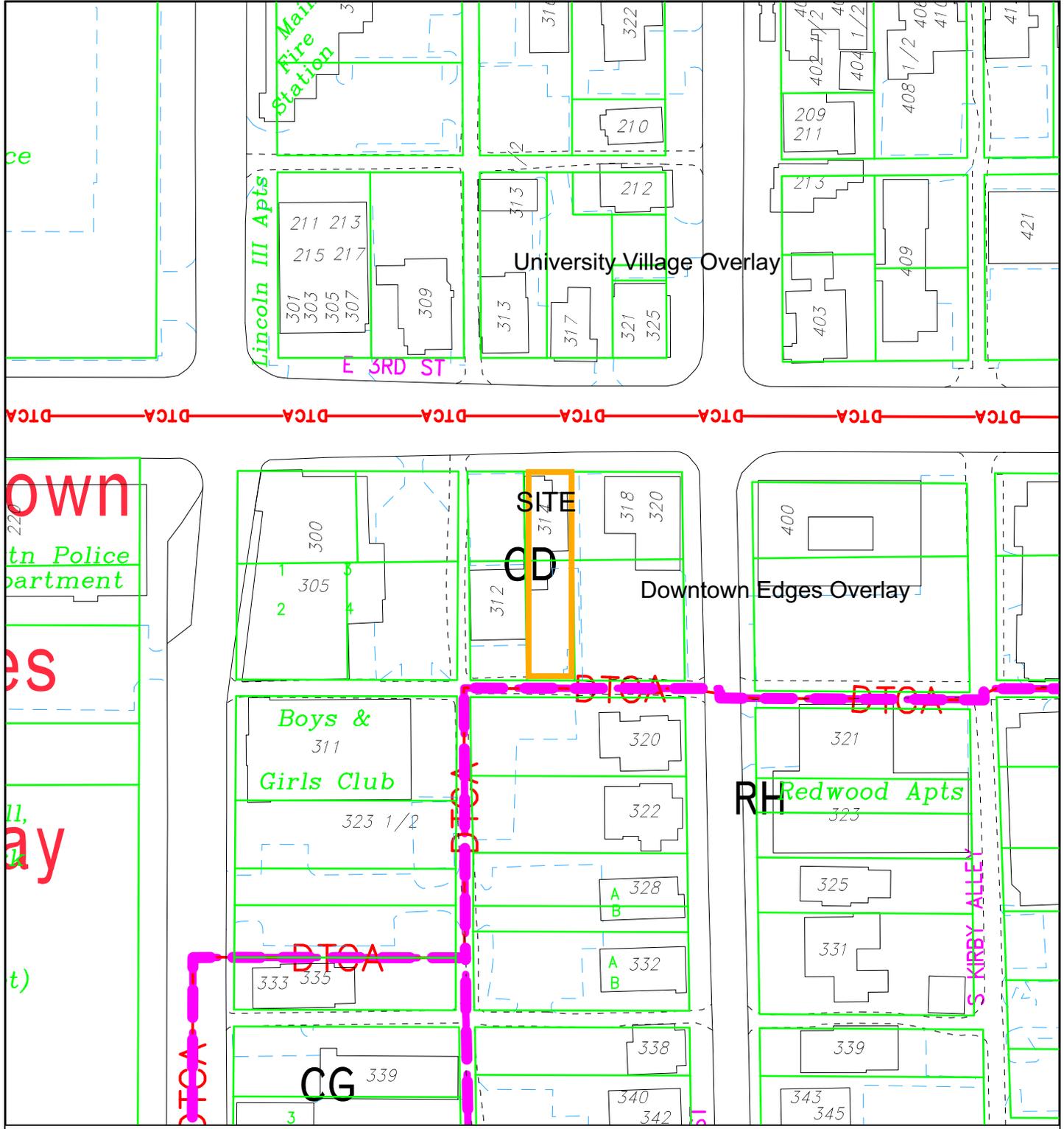
Resilience Report.

3.) RECYCLING:

The EC recommends that space should be allocated for recyclable-materials collection, which will reduce the development's carbon footprint and promote healthy indoor and outdoor environments. Lack of recycling services is the number one complaint that the EC receives from apartment dwellers in Bloomington, and hopefully will be required in the near future. Recycling has become an important norm that has many benefits in energy and resource conservation. Recycling is thus an important contributor to Bloomington's environmental quality and sustainability and it will also increase the attractiveness of the apartments to prospective tenants and short-term motel customers.

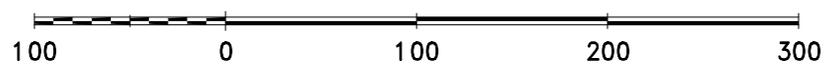
EC RECOMMENDATIONS:

- 1.) The Petitioner shall submit a revised Landscape Plan for review.
- 2.) The Petitioner should apply green building and site design practices to create a high performance, low carbon-footprint structure.
- 3.) The Petitioner should provide space for recyclable materials to be stored for collection, and a recycling contractor to pick it up.

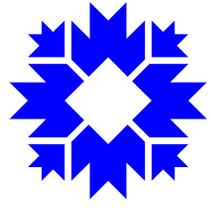


314 E. 3rd St.
 SP-32-13
 Tiffany Clark
 Zoning and Surrounding Land Use Map

By: bannok
 1 Jul 13



City of Bloomington
 Planning



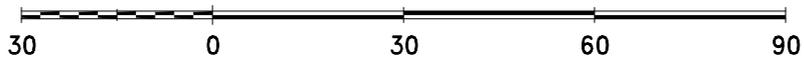
Scale: 1" = 100'

For reference only; map information NOT warranted.

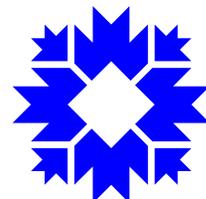


314 E. 3rd St.
 SP-32-13
 Tiffany Clark
 2010 Aerial Photograph

By: bannok
 1 Jul 13



City of Bloomington
 Planning



Scale: 1" = 30'

For reference only; map information NOT warranted.

“Providing professional land planning, design, surveying and approval processing for a quality environment.”

July, 9 2013

City of Bloomington Plan Commission
C/o Katie Bannon
Planning Department
Showers Building
Bloomington, Indiana

Re: 314 E Third Street Mixed Use Building

Dear Katie and Commissioners,

We are seeking site plan approval for a proposed mixed use building located at 314 E. Third Street, west of the intersection of Grant and Third St. The program calls for a new 9744 total gsf 3-story, mixed use building with a rooftop terrace. The first floor (3286 gsf) is a café and kitchen, second floor (3424 gsf) will have 4 studio apartments, and third floor (3034 gsf) a 3 bedroom apartment. There is a rooftop terrace with 700 sf green roof and potted landscaping. In addition, the rooftop above the terrace (1130 gsf) will have photovoltaic solar panels. This new building will be a substantial improvement over the current office building.

We are also seeking a waiver from the maximum building height, minimum side and rear parking setbacks, minimum parking, minimum side building setback, maximum impervious surface coverage, and upper story double-hung window appearance requirements.

The following items are being submitted with this application (printed copy or e-mail);

- Typical architectural floor plans, elevations, and renderings
- Civil site drawings
- Application form
- Petitioners statement
- Application fee

Thank you for all of your assistance getting the project to this application stage. We look forward to working with you as we proceed through the formal hearing and approval process.

Very truly yours,

Don Kocarek
Smith Neubecker & Assoc.

Cc;

SP-32-13 Petitioner's statement



251658240

Stephen L. Smith, P.E., L.S.
 Daniel Neubecker, LA
 Steven A. Brehob, BS.CNT.

Petitioner's Statement

Location

The project is located at 314 East Third Street, west of Grant Street. There is an existing building located on the site. The building was used as an office building but appears vacant at this point.

Existing Site

The existing site is .123 ac with the existing office building located on the north side of the property, along Third Street and parking located on the south side of the building with access from an asphalt alley.

Proposed Building

The program calls for a new 9744 total gsf 3 story, mixed use building with a rooftop terrace. The first floor (3286 gfs) will have a café with indoor and outdoor seating and supporting commercial kitchen. The second floor (3424 gsf) will have two 660 sf studios, one 560 sf studio and one 570 sf studio apartments. The third floor (3034 gsf) will have one 2460 sf three bedroom apartment. The rooftop will feature a 700 sf green roof (preplanted hdpe trays) as well as potted plants and ornamental trees in planters. Photovoltaic solar panels are proposed on the 1130 sf rooftop above the terrace. This new building will be a substantial improvement over the current office building.

Site Improvements

Improvements to the site include 2 parking stalls (1 van accessible) adjacent to the alley and a 917 sf enclosed courtyard with permeable paving and landscaping. There will be outdoor seating in the courtyard and in front of the building. 4 bicycle parking spaces will be provided within the courtyard as well as 1 bicycle rack in front of the residential entry along Third Street.

Development Standard Waivers

We are seeking a waiver for the following unified development ordinance standards that apply to the property:

- 35' maximum building height
- 7' minimum side and rear yard parking setback
- .8 spaces per bedroom residential parking
- 7' minimum side building setback
- 70% maximum impervious surface
- upper story windows with the appearance of double-hung windows



James Roach <roachja@bloomington.in.gov>

Parking associated with 314 E. 3rd Street

matt ellenwood <mattellenwood@gmail.com>

Tue, Sep 3, 2013 at 3:44 PM

To: James Roach <roachja@bloomington.in.gov>

Cc: Tiffany Clark <tasteofindiabtown@gmail.com>, Tom Micuda AICP <micudat@bloomington.in.gov>, Patrick Shay AICP <shayp@bloomington.in.gov>

Hi Jim,

In response to your requests from our previous communication (via email and phone) here are clarifications and revisions of note:

1. Regarding the parking, the owners will designate 9 spaces (in addition to the 3 proposed onsite) at their 316 E Fourth Street restaurant. As discussed the 9 spaces would be separate from the 8 maximum designated for the existing use at that location. The owner is working on getting a copy of their lease to you and should have it within the next day or so. It is for 6 years with an option to renew 5 more years.
2. A maintenance easement will be pursued with neighboring properties in order to establish agreements for future maintenance of the proposed structure.
3. The proposed courtyard wall adjacent to the neighbor's dry cleaning vent will allow required clearances for proper venting. The south wall of the proposed building structure will be north of the existing vent, allowing for maintenance to the vent.
4. The proposed courtyard walls will be 8' maximum in height per the UDO requirements.

Let me know if you need anything else before next week's meeting.

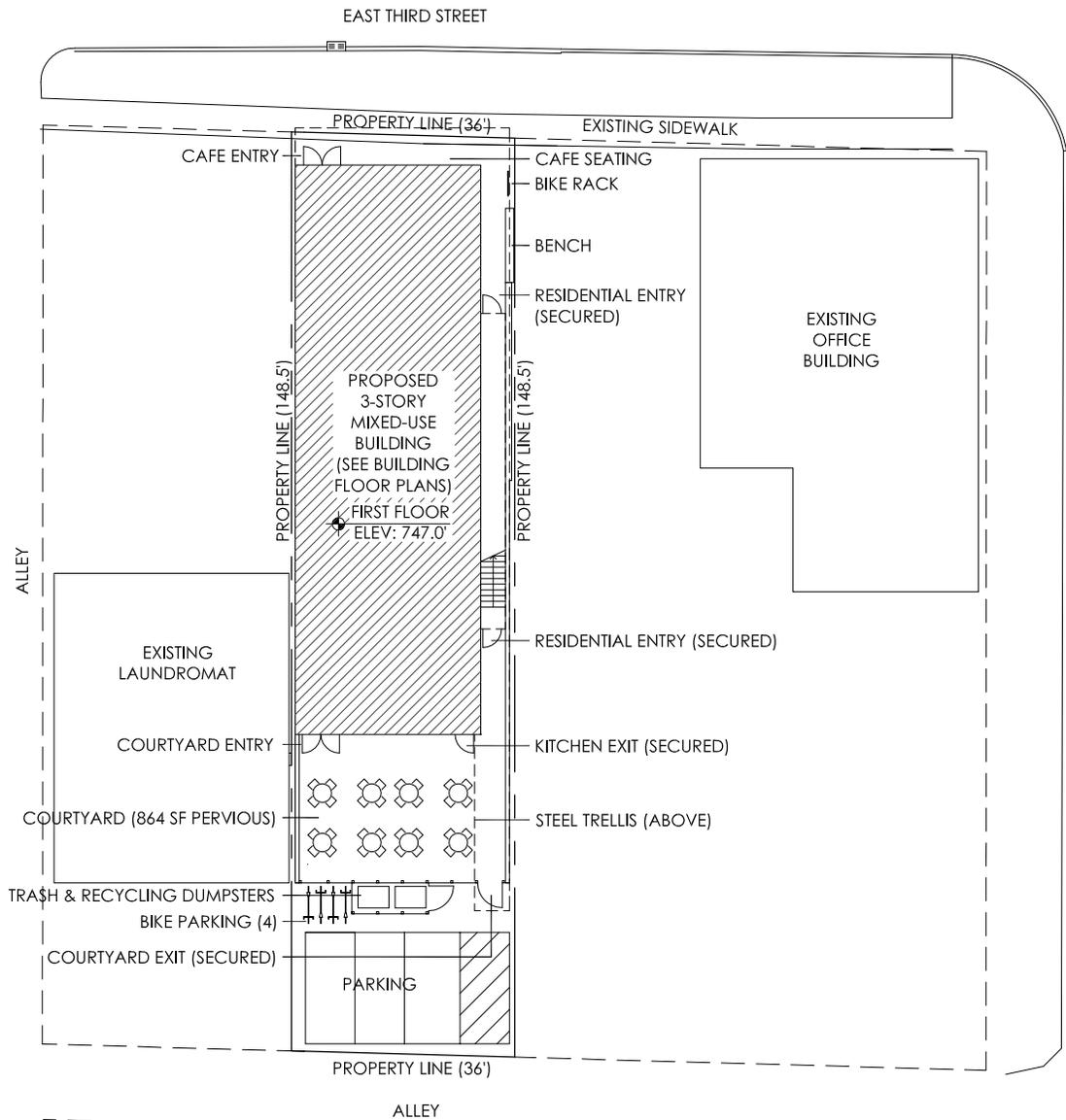
Thanks,

Matt

On Mon, Aug 26, 2013 at 10:39 AM, James Roach <roachja@bloomington.in.gov> wrote:

[Quoted text hidden]

SP-32-13
Petitioner's letter



SP-32-13
Site Plan

SITE PLAN

SCALE: 1" = 30'-0"



BUILDING & ZONING CODE STUDY:

CONSTRUCTION TYPE: **VB** (SPRINKLERED)

EXISTING OCCUPANCIES: **B** (OFFICE)

PROPOSED OCCUPANCIES: **R-2** (RESIDENTIAL APARTMENTS & ROOFTOP TERRACE), **A-2** (RESTAURANT), **F-1** (COMMERCIAL KITCHEN)

FIRE SEPARATION REQUIRED: BETWEEN R-2 & A-2 = **1 HR** (SPRINKLERED) PER TABLE 508.4.

AUTOMATIC SPRINKLER SYSTEM: REQUIRED PER 903.2.7

EGRESS REQUIREMENTS : BASED ON FLOOR AREAS PER OCCUPANCY (TABLE 1004.1.1). ASSEMBLY (STANDING SPACE) = 5 NET, ASSEMBLY (UNCONCENTRATED) = 15 NET, KITCHENS = 200 GROSS, RESIDENTIAL = 200 GROSS

ACCESSIBLE MEANS OF EGRESS REQUIRED (1007): ACCESSIBLE MEANS OF EGRESS SHALL COMPLY WITH THIS SECTION. ACCESSIBLE SPACES SHALL BE PROVIDED WITH NOT LESS THAN ONE ACCESSIBLE MEANS OF EGRESS. WHERE MORE THAN ONE MEANS OF EGRESS IS REQUIRED BY SECTION 1015.1 OR 1019.1 FROM ANY ACCESSIBLE SPACE, EACH ACCESSIBLE PORTION OF THE SPACE SHALL BE SERVED BY NOT LESS THAN TWO ACCESSIBLE MEANS OF EGRESS.

MINIMUM NUMBER OF EXITS (1019.1): ALL ROOMS AND SPACES WITHIN EACH STORY SHALL BE PROVIDED WITH AND HAVE ACCESS TO THE MINIMUM NUMBER OF APPROVED INDEPENDENT EXITS REQUIRED BY TABLE 1019.1 BASED ON THE OCCUPANT LOAD OF THE STORY, EXCEPT AS MODIFIED IN SECTION 1015.1 OR 1019.2. FOR THE PURPOSES OF THIS CHAPTER, OCCUPIED ROOFS SHALL BE PROVIDED WITH EXITS AS REQUIRED FOR STORIES. THE REQUIRED NUMBER OF EXITS FROM ANY STORY, BASEMENT OR INDIVIDUAL SPACE SHALL BE MAINTAINED UNTIL ARRIVAL AT GRADE OR THE PUBLIC WAY.

TABLE 1019.1 - MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD
OCCUPANT LOAD 1-500: **MINIMUM NUMBER OF EXITS** (PER STORY): **2**

EXIT OR EXIT ACCESS DOORWAYS REQUIRED (1015.1): **TWO EXITS** OR EXIT ACCESS DOORWAYS FROM ANY SPACE **SHALL BE PROVIDED** WHERE ONE OF THE FOLLOWING CONDITIONS EXISTS:

1. THE OCCUPANT LOAD OF THE SPACE EXCEEDS THE VALUES IN TABLE 1015.1. TABLE 1015.1: **A & F** OCCUPANCIES = **49** MAX. OCC. LOAD, **R** OCCUPANCY = **10** MAX. OCC. LOAD
2. THE COMMON PATH OF EGRESS TRAVEL EXCEEDS THE LIMITATIONS OF SECTION 1014.3. 1014.3 **COMMON PATH OF EGRESS** TRAVEL SHALL NOT EXCEED **75 FEET**. (EXCEPTION: **125 FEET** IN R-2 WITH AUTOMATIC SPRINKLER SYSTEM).

ELEVATORS (107.4): IN ORDER TO BE CONSIDERED PART OF AN ACCESSIBLE MEANS OF EGRESS, AND ELEVATOR SHALL COMPLY WITH THE EMERGENCY OPERATION AND SIGNALING DEVICE REQUIREMENTS OF SECTION 2.27 OF ASME A17.1. STANDBY POWER SHALL BE PROVIDED IN ACCORDANCE WITH SECTIONS 2702 AND 3003. THE ELEVATOR SHALL BE ACCESSED FROM EITHER AN AREA OF REFUGE COMPLYING WITH SECTION 1007.6 OR A HORIZONTAL EXIT.

FIRE-RESISTANCE RATING FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE (TABLE 602): **<5' = 1 HR** (A & R OCC.)

ZONING CODE:

CURRENT ZONE: **CD - COMMERCIAL DOWNTOWN**

OVERLAY ZONE: **DOWNTOWN EDGES OVERLAY DISTRICT**

PERMITTED USES: **DWELLING - MULTIFAMILY, RESTAURANT**

DEVELOPMENT STANDARDS:

DENSITY STANDARDS: 20 UNITS/ACRE (5360 SF SITE = .123 ACRE) = 2.46 UNITS (3 BR = 1.0 UNIT, 1 BR = .25 UNIT, STUDIO = .2 UNIT) = 1.8 PROPOSED UNITS

IMPERVIOUS SURFACE: **70% MAX.** IMPERVIOUS SURFACE COVERAGE
PROPOSED PERVIOUS SURFACE: 864 SF (COURTYARD) = 16 % PERVIOUS
PROPOSED GREEN ROOF: 750 SF = 14 % MITIGATED IMPERVIOUS

HEIGHT STANDARDS:

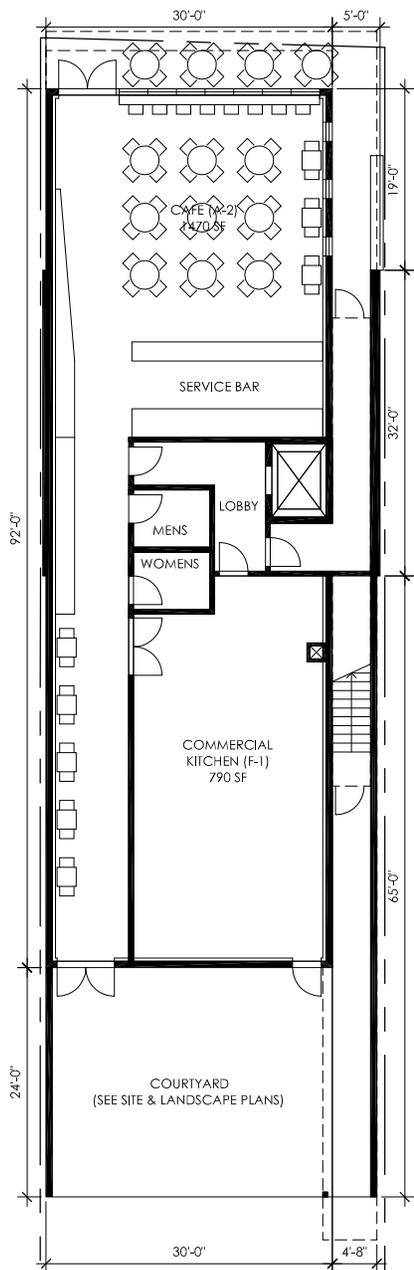
35' MAX. STRUCTURE HEIGHT

PARKING STANDARDS:

7' SIDE & REAR YARD SETBACK
.8 SPACES PER BEDROOM (RESIDENTIAL) = **5.6 SPACES**
50% OF MAX. PERMITTED IN 20.05 (NONRESIDENTIAL)

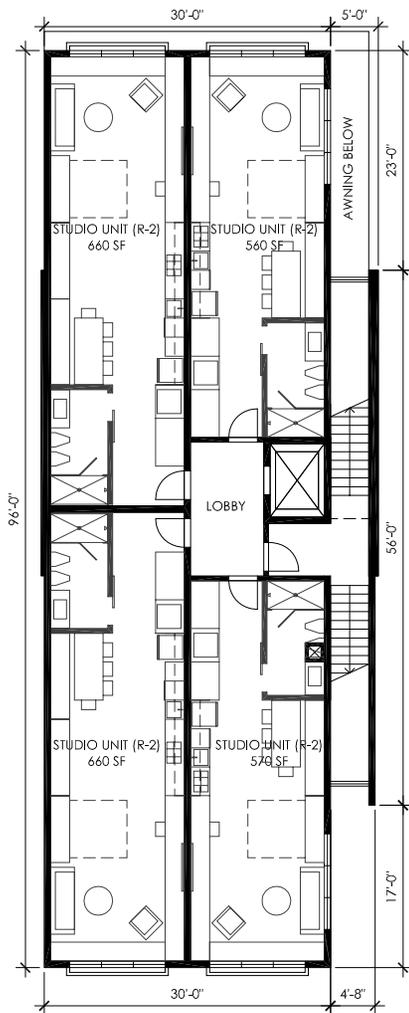
BUILDING SETBACK STANDARDS: 15' MAX. FRONT SETBACK, **7' MIN. SIDE SETBACK**, 10' MIN. REAR SETBACK

LANDSCAPING STANDARDS:
INTERIOR PLANTINGS: MINIMUM 1 TREE PER 500 SF, MINIMUM 8 SHRUBS PER 500 SF



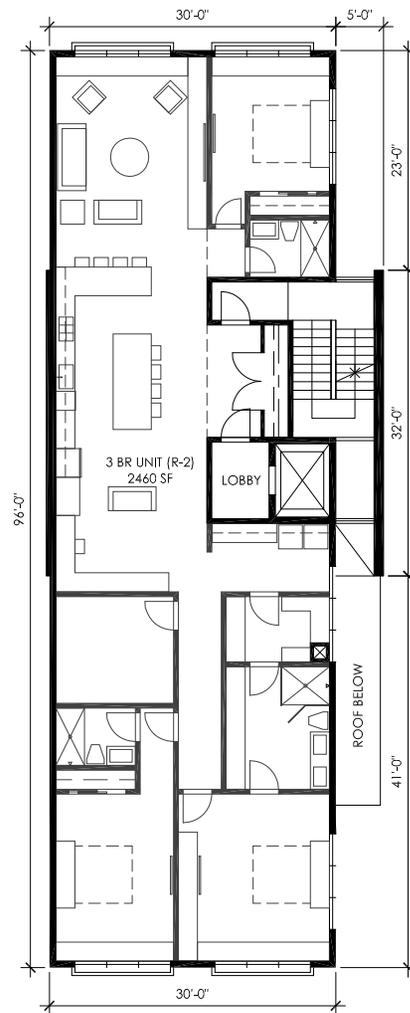
FIRST FLOOR PLAN

3286 GROSS SF



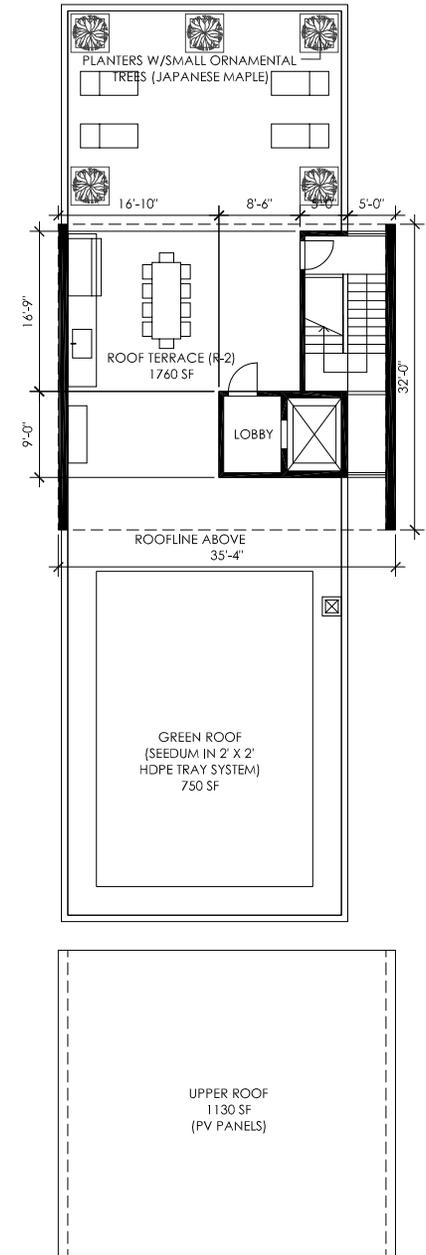
SECOND FLOOR PLAN

3424 GROSS SF



THIRD FLOOR PLAN

3034 GROSS SF



ROOF PLANS

SP-32-13 Floor Plans

- FIBER CEMENT PANEL
- METAL-FRAMED GLASS
- SPLIT-FACE CMU
- METAL AWNING
- METAL RAILING
- FIBER CEMENT PANEL

- SPLIT-FACE CMU
- CEDAR FENCE
- METAL CHANNEL ACCENT
- FIBER CEMENT PANEL
- METAL RAILING
- PV SOLAR PANEL



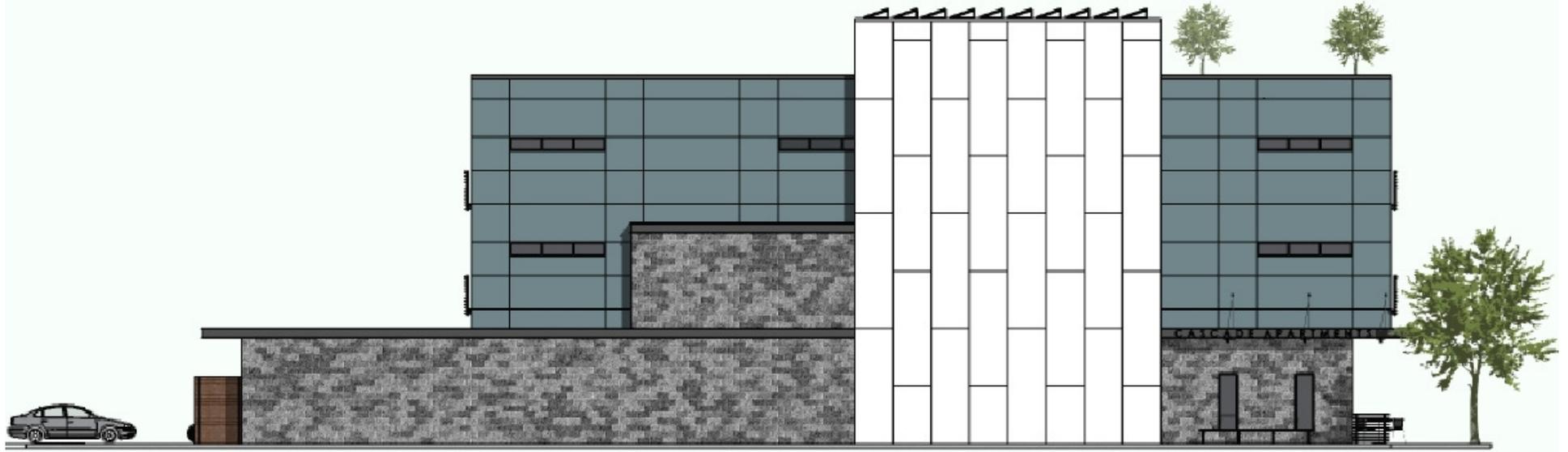
SP-32-13
Front and Rear Color Elevations

NORTH ELEVATION

SCALE: 1/8" = 1'-0"

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/16" = 1'-0"

PER ROOF
EV: 791.0'

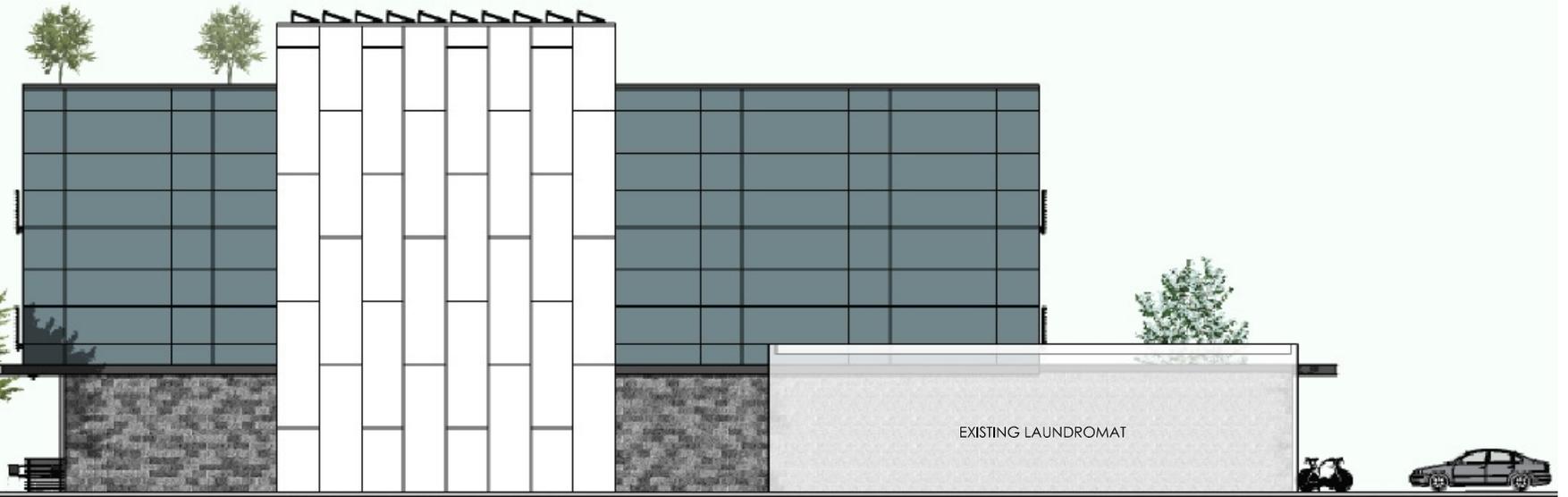
RAPET
EV: 785.5'
TOP OF DECK
EV: 782.0'

FLOOR
EV: 770.0'

2ND FLOOR
EV: 759.0'

FLOOR
EV: 747.0'

SP-32-13
Side color elevations

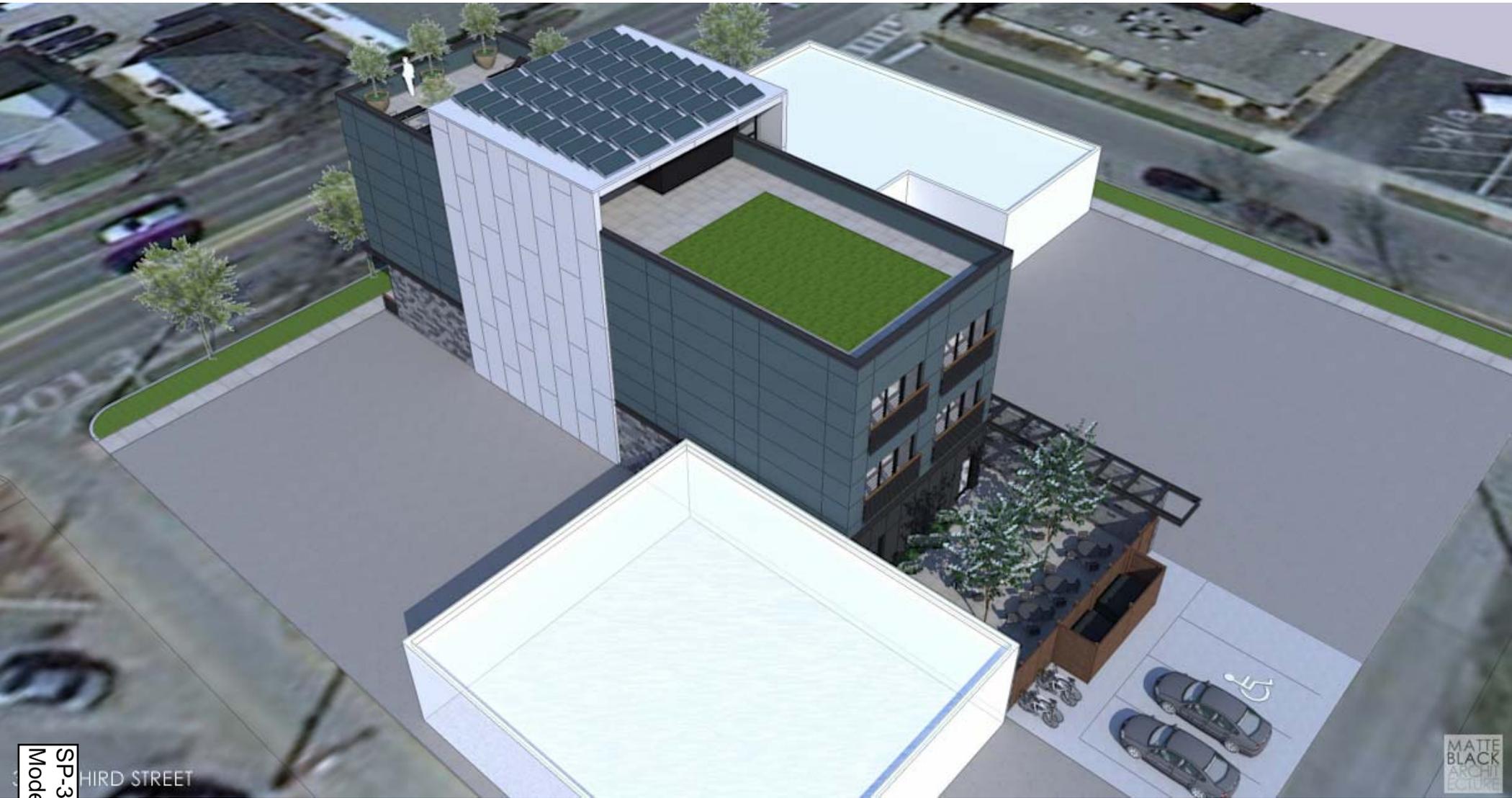


WEST ELEVATION

SCALE: 1/16" = 1'-0"



SP-32-13
Model Image



SP-32-13
Model Image

THIRD STREET

MATTE
BLACK
ARCHITECTURE



SP-32-13
Model Image

THIRD STREET

MATTE
BLACK
ARCHITECTURE





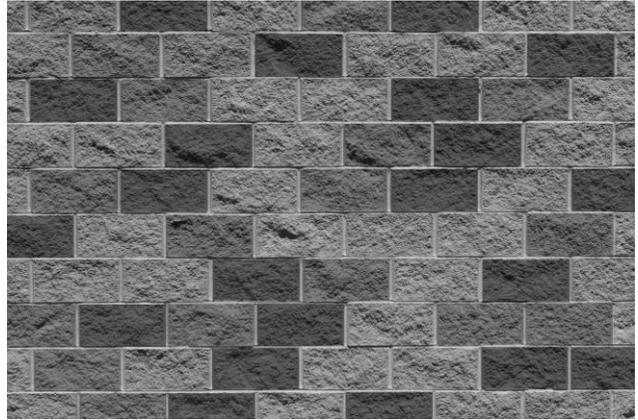
Rooftop Patio Overhang
Rendering

314 E THIRD – MATERIALS & PRODUCTS

MATTEBLACK ARCHITECTURE



FIBER CEMENT PANELS – PATTERN & COLOR



SPLIT-FACE CMU – CHARCOAL GRAY BLEND



RETAIL GLAZING – DARK METAL FRAMES



JULIET BALCONIES – METAL WITH WOOD CAP



GREEN ROOF – PREPLANTED SEDUM TRAYS



SOLAR PANELS – PHOTOVOLTAIC ARRAYS

314 E THIRD – LOCAL DESIGN REFERENCES

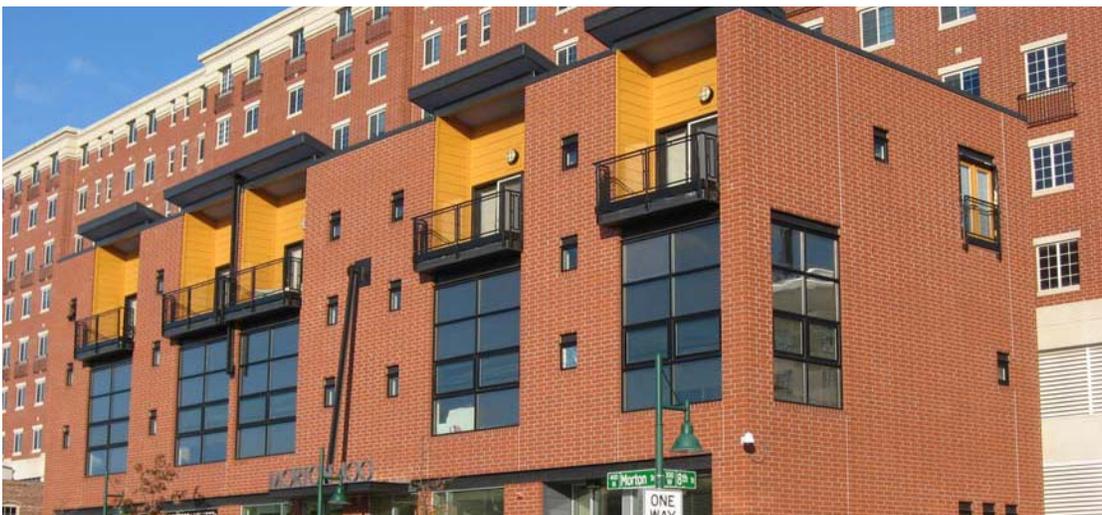
MATTEBLACK ARCHITECTURE



TRANSIT STATION – CONTEMPORARY DESIGN, LARGE SOLID PANELS, METAL AWNINGS



THE RUBICON – LARGE SOLID PANELS, DARK METAL WINDOWS, METAL AWNINGS



400 MORTON – METAL BALCONIES, DARK METAL WINDOWS, METAL ACCENTS

WEATHERBOARDS™
FIBER CEMENT SIDING
LAP, VERTICAL SIDING,
SHAPES, SOFFIT, PORCH
CEILING, 7/16" TRIM

CertainTeed
SAINT-GOBAIN



50-YEAR LIMITED WARRANTY

CONGRATULATIONS! ...and thank you for your recent purchase of CertainTeed WeatherBoards™ Fiber Cement Siding. You can feel confident that you have made a wise decision from a company that is an industry leader and stands behind its products with strong warranty protection. Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to fiber cement siding, CertainTeed offers roofing, vinyl siding, trim, decking, railing, fence, foundations, gypsum, ceilings, insulation and pipe. For more than 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."

WARRANTY Limited, Prorated and Transferable

What and Who Is Covered and for How Long

CertainTeed warrants to the original property owner/consumer that, when subject to normal and proper handling and use, and proper installation, its WeatherBoards Fiber Cement Siding primed with FiberTect® will be free from manufacturing defects during the 50-year period following its date of installation. Subject to the Warranty Proration Schedule on page 4 of this warranty, CertainTeed will pay to repair or replace, at its option, any WeatherBoards Fiber Cement Siding. CertainTeed determines to be defective under the terms of this Limited Warranty. CertainTeed also reserves the right to refund the amount paid by the original property owner/consumer for the WeatherBoards Fiber Cement Siding (prorated as indicated in the Warranty Proration Schedule). Under no circumstances and in no event, however, will CertainTeed pay for or be liable for any labor charges or other expenses whatsoever in connection with the removal, repair or installation of either the original or replacement WeatherBoards Fiber Cement Siding, except as provided under SureStart™ protection described below.

WeatherBoards Fiber Cement Siding (but not the FiberTect sealer applied to the product) is warranted against damage from hail during the warranty period. In the event of hail damage, the property owner must first pursue costs of replacement or repair of hail-damaged WeatherBoards Fiber Cement Siding through homeowner's insurance or any other applicable insurance coverage. CertainTeed will reimburse the property owner for material costs in excess of the insurance contribution excluding any insurance deductible. CertainTeed will not, however, be responsible for the cost of any labor required to install or replace hail-damaged material. All references in this warranty to WeatherBoards Fiber Cement Siding include any WeatherBoards Fiber Cement Soffit or Fiber Cement 7/16" Trim. (Please refer to 4/4 and 5/4 Fiber Cement trim warranty, literature code FC012.)

In the event of repair or replacement under the terms of this warranty, the original warranty will apply to the repaired or replaced material and will extend for the balance of the warranty period in effect at the time CertainTeed determines the WeatherBoards Fiber Cement Siding is defective.

SureStart™ Protection

CertainTeed WeatherBoards Fiber Cement Siding products are covered by SureStart protection. Under this warranty feature, CertainTeed will pay to repair or replace, at its option, any WeatherBoards Fiber Cement Siding. CertainTeed determines to be defective during the two-year SureStart period, unless CertainTeed elects to pursue its refund option as described above. The SureStart period begins on the date of installation and terminates at the end of the two-year period as shown in the chart on page 4.

CertainTeed's maximum liability under SureStart will be equal to the reasonable cost to repair or replace the defective material at current value, including labor in connection with removal, repair or installation of either the original or replacement WeatherBoards Fiber Cement Siding. Additionally:

- If during the SureStart period a topcoat is applied and the WeatherBoards Fiber Cement Siding on which it is applied is determined to be defective, not as a result of a topcoat failure, then CertainTeed will pay the cost for the coating at current value, plus labor to apply the topcoat, such labor not to exceed a total cost of \$1 per square foot.

- If the FiberTect sealer is determined by CertainTeed to be suffering from yellowing or from cracking, flaking, chalking or erosion from the surface, then CertainTeed will pay the reasonable cost to repair or replace the FiberTect sealer (and the topcoat if one is applied) at current value, including labor in connection with removal, repair or installation of either the original or replacement sealer (and the topcoat if one is applied), such labor not to exceed a total cost of \$1 per square foot.

If CertainTeed has agreed to pay labor charges per the terms of this Limited Warranty, CertainTeed will provide reimbursement only upon receipt of a copy of the installation or application contractor's invoice or other written evidence of the completion of such work that CertainTeed, in its sole discretion, deems reasonable or acceptable.

Transferability

This Limited Warranty is transferable, but only by the original property owner/consumer to the first subsequent property owner. Warranty transfer is effective on the date of real estate title transfer. The duration of the warranty, measured from the date of original installation, will remain the same for the subsequent property owner as for the original property owner/consumer and will be prorated as indicated in the Warranty Proration Schedule. If transferred during the SureStart period, however, SureStart protection will automatically terminate, and the duration of the warranty, measured from the date of installation, will apply and will be prorated as indicated on the Warranty Proration Schedule. Any remaining period of SureStart protection at the time of transfer will not be available to the subsequent property owner. The subsequent property owner cannot transfer this Limited Warranty a second time to another property owner.

Limitations

- This Limited Warranty does not provide protection against and CertainTeed will have no liability for any failure, defect or damage caused by circumstances and events beyond normal exposure conditions and/or beyond CertainTeed's control, including, but not limited to:
- Improper transportation, handling or storage of the WeatherBoards Fiber Cement Siding by either the installer or the property owner, including but not limited to: failure to keep the material dry, improper drainage, exposure to standing water, inadequate ventilation, excessive stacking weight, or otherwise causing moisture damage, surface contamination, surface defects, efflorescence, chalking or other damage.
 - Failure of either the installer or the property owner to provide reasonable and necessary maintenance to the WeatherBoards Fiber Cement Siding before, during or after its installation, including but not limited to: abrasions from rubbing, scratching, dents, dings or other causes; damage caused by ladders, scaffolding and other job site tools.
 - Use of accessories that do not properly receive and/or secure WeatherBoards Fiber Cement Siding.
 - Improper installation or installation not in accordance with CertainTeed's written instructions in place at the time of the original installation of WeatherBoards Fiber Cement Siding.
 - Defects in, failure of or damage to the wall or substrate on which the WeatherBoards Fiber Cement Siding is installed caused by movement, distortion, cracking or settling of the wall or substrate or the foundation of the building.
 - Exposure to harmful chemicals, fumes, vapors or outside source stains.
 - Discoloration, stains or other damage arising from exposure to outside sources such as, but not limited to, air pollution (including metallic oxides or metallic particles), harmful chemicals, mold or mildew growth. *(Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, they are not covered under this Limited Warranty or any implied warranty.)*
 - Negligence in, or failure to provide, reasonable and necessary maintenance of the WeatherBoards Fiber Cement Siding (see the Care and Maintenance section of the warranty), including but not limited to: caulking joints, tightening fasteners, removing dirt and other contaminants, touching up damaged areas and other appropriate maintenance.
 - Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado, windstorm or other casualty or act of God.

- Primer, sealer, paint or other coating applied over the WeatherBoards Fiber Cement Siding by the property owner or third party that is not recommended or supplied by CertainTeed, regardless of compliance with the primer, sealer, paint or coating manufacturer's recommended application techniques or specifications. (Concerns with the primer, sealer, paint or coating should be addressed to the manufacturer of that product.)

- Improper coating that causes the WeatherBoards Fiber Cement Siding to fail.
- Deterioration of the FiberTect sealer, including but not limited to yellowing or cracking, flaking, chalking or erosion from the surface, occurring more than two (2) years following original installation of the WeatherBoards Fiber Cement Siding. (CertainTeed installation instructions require a top coat to be applied within two (2) years following the original installation of WeatherBoards Fiber Cement Siding.)
- Vandalism or acts of war.
- Any other cause not a result of a manufacturing defect in the material supplied by CertainTeed.

CertainTeed reserves the right to discontinue or modify any of its products, including the color, without notice to the property owner, and CertainTeed will not be liable in the event the replacement material varies in color or gloss in comparison to the original material as a result of normal weathering. If CertainTeed replaces any material under this warranty, CertainTeed may substitute products designated by it to be of comparable quality or price range if the original material has been discontinued or modified.

Warranty Proration Schedule

Number of Years of Use Obtained After Installation

0-2	CertainTeed's Prorated Share of Warranty Obligation	100%*
3-50 years		2% reduction each year of purchase price of Fiber Cement Siding since date of original installation.

What the Property Owner Must Do

If you believe you have a manufacturing defect covered under the terms of this Limited Warranty, you must promptly notify CertainTeed and provide proof of the date of purchase and installation of the WeatherBoards Fiber Cement Siding, as well as confirmation of property ownership. Unless you provide such proof, CertainTeed will use the date of manufacture as the start of the warranty period. In order for CertainTeed to process your warranty claim, you must provide a detailed written description of the problem and photographs showing the reason for the claim, sufficient for CertainTeed to act on the claim.

Upon receipt of a properly reported claim, CertainTeed will evaluate the claim and if a defect covered under the terms of this Limited Warranty is confirmed, CertainTeed, within a reasonable amount of time after review and evaluation, will pay to repair, replace or refund the property owner in accordance with the terms of this Limited Warranty. In order to properly evaluate and process a claim, CertainTeed may require the property owner to submit a sample of the material claimed to be defective to CertainTeed for analysis and/or at CertainTeed's request, may require the property owner to arrange for and provide access to the property on which the material is installed, to the extent necessary, for a CertainTeed representative to inspect, take photographs and/or samples if required.

Warranty Registration Information

Failure to register this warranty will void the warranty or any of its terms. All written notifications and correspondence should be sent to: CertainTeed Corporation, Attention: Warranty Claims, 803 Belden Road, Jackson, MI 49203. Claims may also be initiated by calling CertainTeed at 1-800-999-3654 or through CertainTeed's website – www.certainteed.com.

Limited Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW, STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR REFUNDING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS LIMITED WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

All payments made by CertainTeed pursuant to this Limited Warranty are in U.S. dollars.

This Limited Warranty applies to WeatherBoards Fiber Cement Siding installed on or after 1/1/2013. (The warranty in effect at the time the material is originally installed is the applicable warranty.)

Care and Maintenance

While WeatherBoards Fiber Cement Siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Follow the prescribed recommendations for each condition below:

Finish Coat – You should apply a finish coat within 24 months of installation.

Chalking – Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials that are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose, a soft sponge and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use.

Mold & Mildew – Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed using a mold and mildew remover.

Coating Repair – Use only 100% acrylic primer and/or paint to make any coating repairs. Follow coating manufacturer's instructions for surface preparation and application.

Care and Maintenance (cont.)

Caulking Restoration – Remove all weathered caulk that is in need of replacement. When re-caulking the siding, use only a high-quality, exterior-grade caulk or sealant that meets ASTM Standard C-920 (Grade NS, Class 25). The caulk or sealant should be color matched or paintable. It should be compatible with both fiber cement siding and the materials used for the trim.

NOTE: *The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those that may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.*

Please go to www.certainteed.com for more detailed care and maintenance instructions.

This Limited Warranty is effective 1/1/2013.

ASK ABOUT ALL OF OUR OTHER CERTAINTEED® PRODUCTS AND SYSTEMS:

ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE • FOUNDATIONS
GYPSUM • CEILINGS • INSULATION • PIPE

www.certainteed.com <http://blog.certainteed.com>

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