Department of Planning and Zoning
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Nic Anderson, Zoning Clerk
Elsie Tillotson, Department Secretary

TO: Development Review Board
FROM: Scott Gustin
DATE: February 20, 2013
RE: 13-0704CA; 309 College Street

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Note: These are staff comments only; decisions on projects are made by the Development Review Board, which may approve, deny, table or modify any project. THE APPLICANT OR REPRESENTATIVE MUST ATTEND THE MEETING.

Zone: RH Ward: 2

Owner/Applicant: Rieley Properties

Request: Convert portion of existing office space into two residential units. Parking waiver requested.

Applicable Regulations:
Article 4 (Maps & Districts), Article 5 (Citywide General Regulations), Article 8 (Parking)

Background Information:
The applicant is seeking approval to convert 3,300 sf of existing office space in the original front portion of the existing mixed use building to two additional dwelling units. The total residential unit count would increase from 10 to 12. Remaining office space would total 775 sf. No site or exterior building changes are proposed; however, recognition of some modest site changes that have taken place since 1983 (the most recent approved site plan) is requested. Specifically, the southwest corner of the parking lot was originally approved as green space (it is pavement with a dumpster), and the total number of parking spaces actually onsite is less than depicted in the 1983 plan (17 exist instead of 19 as per the original approval).

Previous zoning actions for this property are noted below.

- 12/2/99, Approval for installation of vinyl siding and associated trim elements on front commercial space
- 1/30/98, Approval to remove existing Masonite siding and replacement with vinyl siding on rear units
- 2/24/83, Approval to convert 2-car garage into office conference room and to increase the number of onsite parking spaces
- 2/14/81, Approval to increase office space by 600 sf
- 6/29/78, Approval to install a window on the 1st floor
- 10/26/77, Approval to construct two additions to the existing office building
- 2/17/77, Approval to construct 10-unit rear addition to existing office building
- 8/18/76, Approval to install a freestanding sign
- 8/10/76, Approval to erect a wooden fence along rear and side property lines

- 11/5/75, Approval to construct a rear addition

Recommendation: **Certificate of Appropriateness approval** as per, and subject to, the following findings and conditions:

I. Findings
Article 4: Maps & Districts
Sec. 4.4.5, Residential Districts:
(a) Purpose
(5) Residential High Density (RH)
The subject property is located in the RH zone. This zone is primarily intended for high density residential development in the form of attached multi-family residences. Residential development is intended to be intense within this zone. General office use is not permitted in this zone. Conversion of most of the existing office space to residential use reduces nonconformity on the property and increases the residential density. The additional dwelling units are consistent with the intent of the RH zone. **(Affirmative finding)**

(b) Dimensional Standards & Density
The property is 0.36 acres in size. The increase to 12 dwelling units (and 1 remaining office unit) is within density limits for the RH zone (0.36 X 40 units/acre = 14.4). For the purposes of density calculation, the 1 office unit is equivalent to 1 residential unit per Sec. 5.2.7 (a) 2, *Density Equivalent, Nonresidential Uses.*

As-built lot coverage is acceptable at 60%. Within the RH zone, up to 80% coverage may be permitted.

No setback or building height changes are proposed. **(Affirmative finding)**

(c) Permitted & Conditional Uses
The multi-family housing is a permitted use in the RH zone. Note that impact fees will be due for the conversion of office space to residential units. **(Affirmative finding as conditioned)**

(d) District Specific Regulations
1. Setbacks
No setback encroachments are sought.

2. Height
Not applicable in RH zone.

3. Lot Coverage
No lot coverage exceptions are sought.

4. Accessory Residential Structures and Uses
Not applicable.

5. Residential Density

The two additional residential units are subject to the functional family provisions of the Comprehensive Development Ordinance. No more than 4 unrelated adults may occupy either dwelling unit. As proposed, both new units would contain 4 bedrooms. **(Affirmative finding)**

6. Uses
Not applicable.

7. Residential Development Bonuses
No development bonuses are sought.

Article 5: Citywide General Regulations
Sec. 5.2.3, Lot Coverage Requirements
See Sec. 4.4.5 (b) above.

Sec. 5.2.4, Buildable Area Calculation
Not applicable in the RH zone.

Sec. 5.2.5, Setbacks
See Sec. 4.4.5 (b) above.

Sec. 5.2.6, Building Height Limits
See Sec. 4.4.5 (b) above.

Sec. 5.2.7, Density and Intensity of Development Calculations
See Sec. 4.4.5 (b) above.

Sec. 5.5.1, Nuisance Regulations
Nothing in the proposal appears to constitute a nuisance under this criterion.
(Affirmative finding)

Sec. 5.5.2, Outdoor Lighting
Not applicable (no changes proposed).

Sec. 5.5.3, Stormwater and Erosion Control
Not applicable (no changes proposed).

Article 8: Parking
Sec. 8.1.8, Minimum Off-Street Parking Requirements
The subject property is located within the Neighborhood Parking District. The existing use configuration (4,075 sf office + 10 residential units) requires 28 parking spaces under today's regulations (2 spaces per 1,000 sf office + 2 per residential unit). As proposed, the parking requirement would be 26 spaces (12 residential units x 2 = 24; + 775 sf net remaining office/500 = 1.55 = 2).

The 1983 site plan approval required 19 parking spaces; no waiver was included in that approval. As constructed, there are 17 parking spaces onsite; however, 1 space is lost to the dumpster (leaving 16 spaces).

Under the current regulations, the existing 3,300 sf office space being converted requires 7 parking spaces (based on 2 spaces per 1,000 sf), whereas the two new residential units proposed require 4 spaces (2 per unit). The overall parking requirement under today's regulations will decrease to 26 spaces (the remaining 775 sf office requires 1.55 spaces, rounded to 2 spaces) as a result of this proposal. **(Affirmative finding)**

Sec. 8.1.15, ***Waivers from Parking Requirements/Parking Management Plans***
Although overall parking requirements will decrease by 2 as a result of this proposal, the onsite parking available, with inclusion of the dumpster, is 3 less than permitted in the 1983 site plan approval. In effect, a 1-space parking waiver is needed. The applicant has submitted a parking management plan that requests a 10-space waiver based on today's standards. As proposed, 4 spaces would be provided for the two new 4-bedroom units, and 2 spaces would be provided for the office space. The waiver request includes a parking management plan for the ten existing 1-bedroom units and requests a 50% waiver of parking associated with those units. The application notes that historically vehicle ownership for these units has been 60% without any parking management plan. The proposal includes a parking management plan that includes leasing onsite parking spaces to tenants separate from their rental of dwelling units on a first-come, first-serve basis. In addition, CCTA passes and/or Carshare membership will be provided for free (cost paid for by property owner) to any tenant that chooses not to have a vehicle onsite. Note that use of Carshare is acceptable; however, the parking management plan must contain language for alternative providers in the event that this particular provider becomes unavailable in the future. **(Affirmative finding as conditioned)**

Sec. 8.2.5, Bicycle Parking Requirements
The conversion of 3,300 sf office space to 2 new residential units is exempt from bicycle parking requirements per Sec. 8.2.3, *Existing Structures*. A new bike rack is proposed anyway. **(Affirmative finding)**

II. Conditions of Approval

1. **Prior to release of the zoning permit**, a revised parking management plan shall be provided, subject to staff review and approval. The revised parking management plan shall contain language to allow for shared-vehicle providers other than Carshare in the event that this particular provider becomes unavailable in the future.
2. At least **seven days prior to issuance of a certificate of occupancy**, impact fees shall be paid to the Department of Planning & Zoning based on the square footage of office space converted to residential units.
3. Standard conditions 1-15.

SCOTT + PARTNERS
ARCHITECTURE
20 MAIN ST. ESSEX JUNCTION, VT 05452
P 802.879.5153
F 802.872.2764
SCOTTPARTNERS.COM

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PROJECT NARRATIVE

Project:	**309 College Street** **Rieley Properties**
Zone:	**RH (Residential High Density)**
Applicant:	**Rieley Properties, Scott Rieley / Scott + Partners, Agent**
Date:	**January 18, 2013**

Request: Convert 3,300sf of general office space to apartments. Re-assign existing parking spaces from commercial to residential use. No exterior changes are proposed to the building or site/parking/landscaping.

Description:

The existing building is comprised of the original front "home" section, a one story center section off the back of the home, and 2 ½ story apartment building attached to the back of the center section. (photos) We propose to convert the front section from General Office use to residential. This use is consistent with other uses on site and as zoned in the RH district. The existing rear apartment section contains 10 one bedroom units. The center section contains one commercial office at 775 sf. The proposed new units would be by floor at approximately 1,650sf each. It is a relatively easy interior transformation to split the units apart. No exterior work is planned other than placement of a bicycle rack and repositioning of the dumpster to improve use of the existing parking spaces.

Parking:

The site is permitted for 19 spaces based on a 1983 R.G. Blanchard site plan titled *Kelley and Jacobs*. Several spaces have been "lost" to allow for side aisles and for dumpster placement. We propose to re-allocate the office spaces to residential use.

See parking waiver request and management plan. Attached.

Rieley Properties
309 College Street
P.O. Box 4279
Burlington, VT 05406
802-861-7778

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Renting apartments in Burlington since 1984

PARKING MANAGEMENT PLAN

Project:	**309 College Street** **Rieley Properties**
Zone:	**RH (Residential High Density)**
Applicant:	**Rieley Properties**
Date:	**February 8, 2013**

In support of our request to convert 3,300sf of general office space to apartments, the following plan is proposed to provide for incentives, assignment and management of the parking at 309 College. No exterior changes are proposed to the building or site/parking/landscaping.

General: our parking waiver request is based on the historic use of our parking, tenant type and proposed management practices.

1. Our existing one bedroom units have been in place for many years and under Rieley Property management control for over 4 years. Our tenants tend to be UVM employees, medical residents, graduate students, people associated with the medical/nursing program, and individuals employed in the downtown business district. Tenant car ownership over that period has averaged 60% (sixty percent of the tenants have cars, forty percent do not). We anticipate this ratio continuing based on our target group for these existing units.
2. The proposed conversion will be (2) 4 bedroom units aimed at the undergraduate market. These tenants often do not have cars.
3. We will lease parking spaces separately from units. See proposed lease – Attachment 'A'.
4. Our property management office is in between these apartment area and we are on site every day. We are present to monitor and enforce behavior.

Incentives to reduce the number of cars on site:

The following incentive programs are in place to reduce tenant car needs.

- Parking spaces are leased separately from units so tenants need to consciously pay additional rent for the privilege of having a car on site.
- Rieley Properties will provide CCTA bus pass books to any tenant that chooses NOT to have a car. The free College St. Shuttle can connect riders to CCTA bus routes.
- CarShare membership: Rieley Properties will pay the cost of membership for any tenant that chooses NOT to have a car on site and wishes to participate in this program. There is a "pod" in the next parking lot (325 College) and several others nearby.

- Bicycle parking is available inside and outside for the convenience and security of our riding tenants.

Assignment of available parking spaces:

To better control parking use and to recognize the value of parking in Burlington, parking spaces are leased separately from apartment units on a first come-first serve basis. See proposed parking space lease agreement– Attachment 'A'.

Enforcement:

The Rieley Properties management office is located on site and staffed on a daily basis. There is a telephone answering service available to handle complaints and parking space infractions on a 24-7, 365 days a year basis. Infractions will not be tolerated and violators will be promptly towed. Further, due to the existing site constraints, there is no opportunity for parking on grassed areas, front lawns or other makeshift off-pavement spots. Again, Rieley Properties will enforce parking in designated spots rigorously and consistently for the benefit and safety of the other residents and streetscape as a whole.

Signed,

Rieley Properties

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Rieley Properties, LLC

PERMIT NUMBER:_____

PARKING SPACE RENTAL AGREEMENT

THIS PARKING SPACE RENTAL AGREEMENT is made and entered into this ____ day of month/year by and between _____ ("Tenant") and ___Rieley Investments, LLC___ ("Landlord"). Whereas the Tenant has requested that the Landlord lease Tenant a parking space located at___309 College Street, Burlington, VT 05401____ (the "Property Address"). Whereas, the Landlord is only willing to grant the request of Tenant upon the terms and conditions set forth in this Agreement.

Now therefore, the Landlord and Tenant hereby agree as follows:

1) DESIGNATED SPACE. Landlord hereby leases to Tenant one parking space identified as _____ (the "Designated Space"), which space shall only be used exclusively for the following automobile: _____ (the "Designated Automobile"). Tenant shall not be permitted to use any other space whatsoever other than the Designated Space and shall not be permitted to park any vehicle in the Designated Space other than the Designated Automobile. Any vehicle located in the Premises other than the Designated Automobile including, but not limited to any automobile of any guests or invitees of Tenant, will be towed. In addition, if the Designated Automobile is parked or standing in any location on the premises other than the Designated Space, towing at Tenant's expense will result. The failure to strictly adhere to this Section 1 will result in towing at Tenant's sole cost and expense.

2) TERM Unless earlier terminated by Landlord pursuant to the Agreement, this lease shall be for a term commencing on **June 1 2013, AT 12PM AND ENDING May 26th 2014**.

3) RENT Tenant shall pay to Landlord as rent for the lease term the sum as outlined below, payable in advance on the signing of this Agreement:

- **$900.00 (for 309 College Street, Burlington, VT 05401)**

4) DISPLAY OF PERMIT. The Tenant shall display the parking permit issued by Landlord in the lower corner of the driver side of the windshield of the Designated Automobile so that it is clearly visible at all times from the exterior of the vehicle. It is the sole responsibility of the Tenant to make sure that the parking permit is properly displayed and adhered in the foregoing location at all times. The failure to do so will result in towing at Tenant's sole cost and expense.

5) TERMINABLE AT WILL. This Agreement may be terminated by Landlord at any time for violation of this Agreement by Tenant or for no reason at all. In the event of termination by Landlord, due to the breach of this Lease by Tenant, then the Tenant shall not be entitled to any refund whatsoever. In the event of termination by Landlord without cause or fault of Tenant, the Landlord shall refund the prorated portion of the rent.

6) DAMAGE. Tenant agrees to be solely responsible for any and all damage to the Designated Vehicle or its contents from any cause whatsoever including but not limited to acts of god, falling snow or ice or any other cause whatsoever. Tenant agrees to be solely responsible for any theft or vandalism occurring to the Designated Vehicle or its contents by any cause whatsoever.

7) PARKING IN DESIGNATED SPACE. Tenant shall park the Designated Vehicle only in the Designated Space and in no other location and Tenant shall not park any vehicle in any green space, right of way or driving lane. If any party is parked in the Designated Space, Tenant shall not park in the lot and shall park off-site. Tenant shall not allow any guest or invitee of Tenant to allow their vehicles on the premises including, but not limited to, in any right of way, driveway, green space or any parking area or

space. Tenant shall not park in a way such that Tenant shall obstruct any dumpster or any other vehicle. The failure by Tenant or Tenant's guests or invitees to follow the foregoing terms will result in towing at Tenant's sole cost and expense.

8) NOT ASSIGNABLE. This Agreement is not assignable by Tenant to any other party or to any other vehicle other than the Designate Automobile under any circumstances whatsoever without the advance written consent of Landlord.

9) WAIVER A waiver by landlord of any default on the part of tenant shall not be considered or treated as a waiver of any subsequent default or other default. Any waiver by the Landlord must be in writing to be effective.

10) HOLD HARMLESS The Landlord shall not be liable for and the Tenant shall hold the Landlord harmless and indemnify the Landlord from injury or damage to persons or property occurring on or about the leased premises, unless caused by or resulting from the gross negligence of the Landlord or any of the Landlord's agents, servants, or employees. The Tenant shall further hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the leased premises as a result of any violation by Tenant or any invitee of Tenant of the terms of this Agreement including, but not limited to, any violation by the Tenant of any clause prohibiting any action or omission of Tenant set forth herein.

11) INSURANCE. Tenant shall protect the Designated Automobile and Tenant's personal property with adequate insurance from all risks.

12) TENANT PARKING Tenant agrees to be solely responsible for any fines which may accrue to any party as a result of the violation by Tenant or any invitee of Tenant of any Burlington City Ordinance related to parking or any other matter.

13) PARTIAL INVALIDITY If any term or provision of this lease is held invalid or unenforceable, said invalidity shall not affect the remaining provisions of this lease which remain valid and enforceable to the fullest extent.

14) ATTORNEY'S FEES. In the event of any breach or violation of any term of this Agreement by Tenant, the Landlord shall be entitled to recover its attorney's fees and court costs from Tenant.

15. LOT CLEARING FOR MAINTENANCE. Tenant agrees that Tenant shall clear all parking areas of Tenant's personal property and the Designated Vehicle and move them off site in the event that Tenant is given notice by Landlord to do so for purposes of snow removal, parking area maintenance or any other work to be performed on or about the lease premises of which the Designated Space is a portion. Notice shall be deemed given when the Landlord emails notice to Tenant at the email address provided herein or at such other email address agreed to by Tenant and Landlord in writing subsequent to the signing of this Lease.

PERMIT NUMBER:_____
NAME:_____
ADDRESS:_____ APARTMENT #_____
TELEPHONE:_____ CELL:_____
EMAIL:_____
MAKE OF CAR:_____MODEL:_____YEAR:_____COLOR:_____
LICENSE PLATE:_____STATE:_____LENGTH OF CAR:_____

_____ _____
Tenant Date Landlord Date

Rieley Properties, P.O. Box 4279, Burlington, VT 05406 802-861-7778 Info@Burlingtonapartments.com

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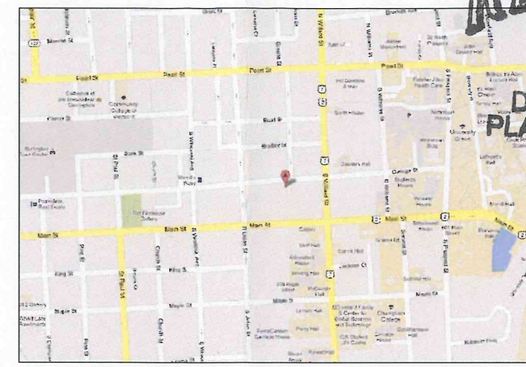
LOT SIZE: 15,682sf
LOT COVERAGE: 60% EXIST. (NO CHANGE)
UNITS: 10(E) + 2(N) + 1(C)= 13 UNITS
PARKING - EXISTING: 17 STRIPED
PARKING - REQUIRED: 13 x 2 = 26 SPACES
PARKING - PROPOSED: 16
PARKING WAVER FOR: 10 SPACES (38%)



LOCATION KEY

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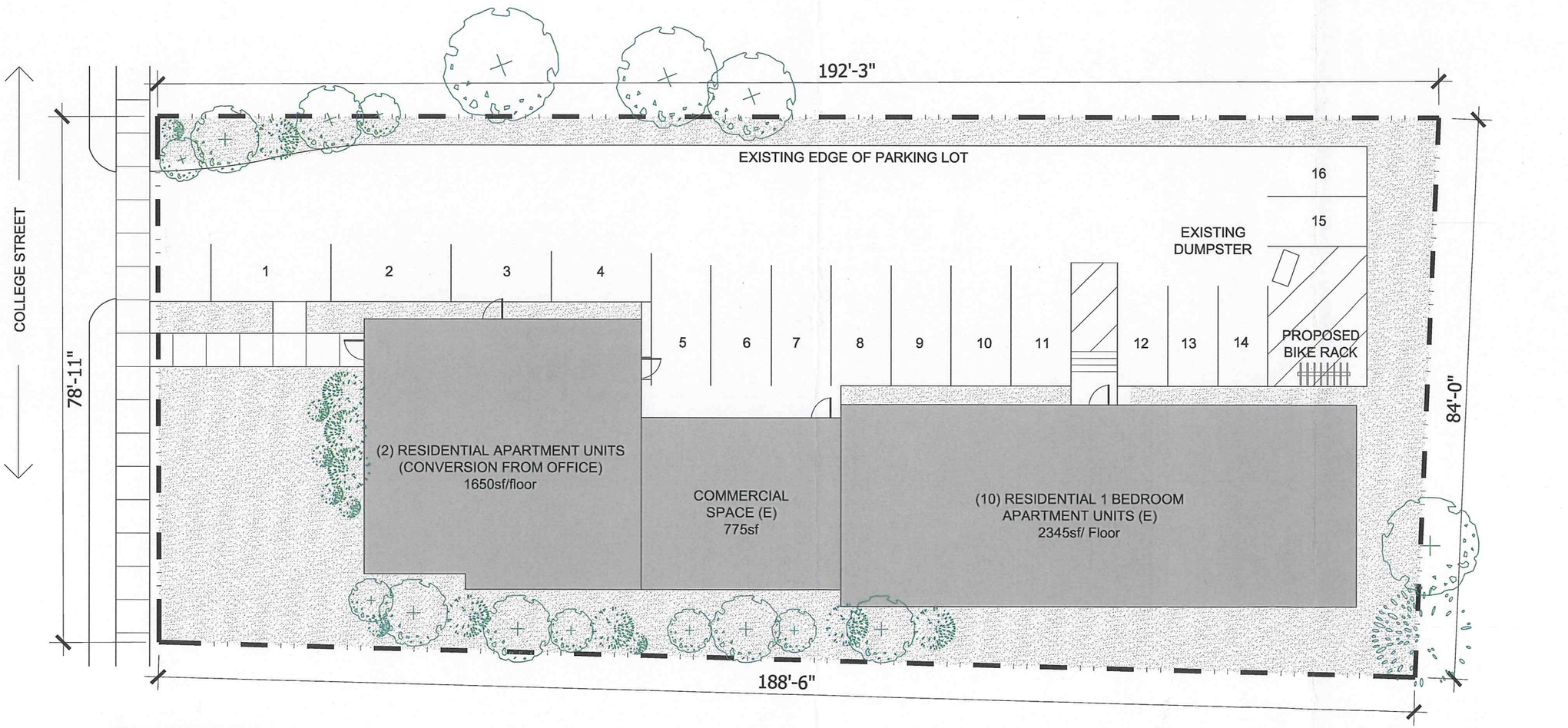


SITE PLAN

SCOTT + PARTNERS ARCHITECTURE
20 MAIN ST. ESSEX JUNCTION, VT 05452
P. 802.879.5153 | F. 802.872.2784 | SCOTTPARTNERS.COM

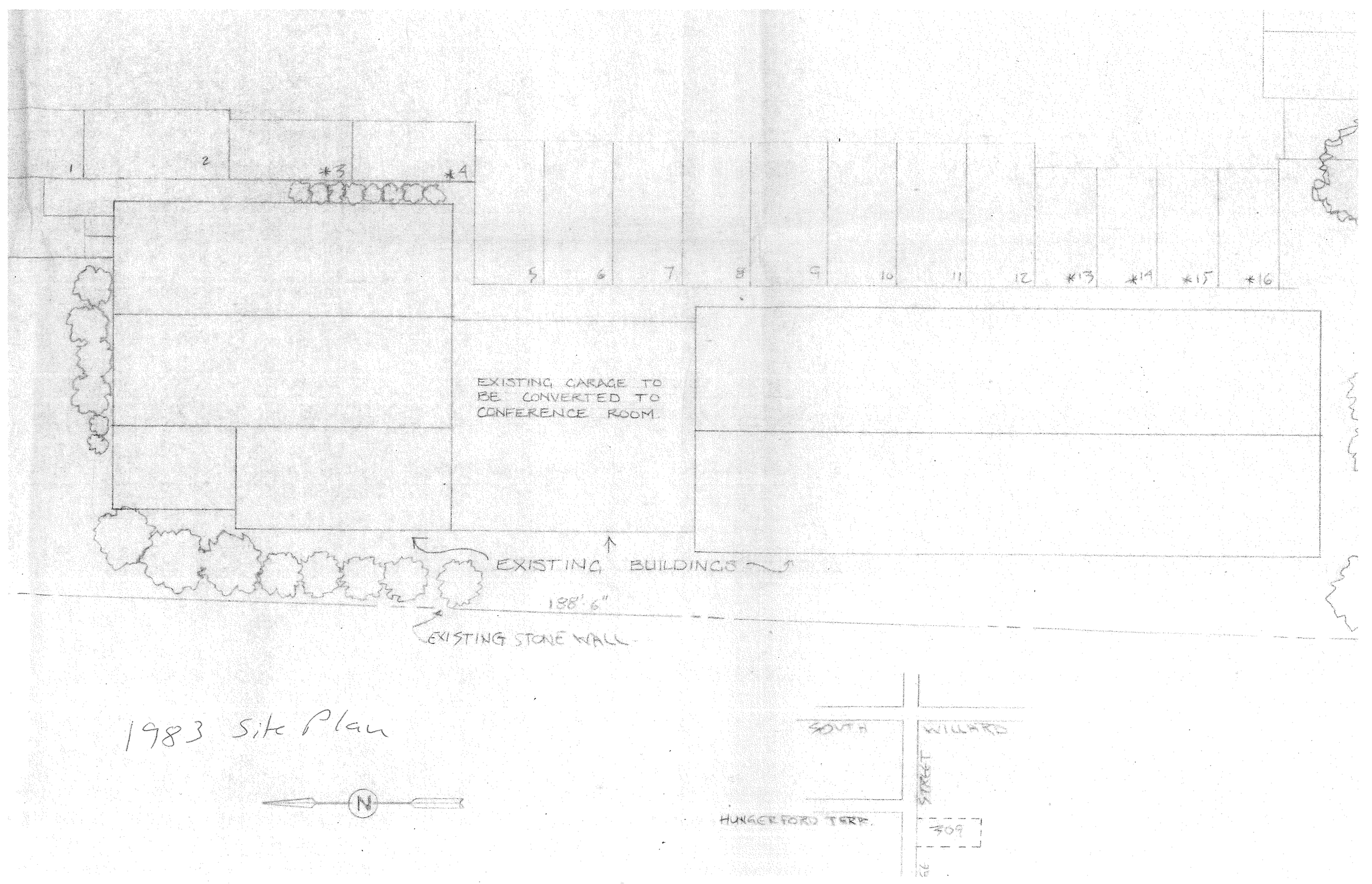
project name: 309 COLLEGE STREET

scale:	1/16" = 1'-0"
project no.	12-920
checked by:	JBA
drawn by:	MSB
date:	01.16.2013

date	revisions

sheet title: SITE PLAN

sheet no. A1.1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EXISTING GARAGE TO BE CONVERTED TO CONFERENCE ROOM
EXISTING BUILDINGS
188'-6"
EXISTING STONE WALL
1983 Site Plan
N
SOUTH WILLARD STREET
HUNGERFORD TERR.
309