PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For Planning Commission Meeting of July 1, 2014

SUBJECT: Gift of Life Building Addition Rezoning and Site Plan for City Council Approval (3161 and 3169 Research Park Drive) File Nos. Z14-016 and SP14-026

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Gift of Life Rezoning from O (Office) and RE (Research) to ORL (Office/Research/Limited Industrial).

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the Gift of Life Building Addition Site Plan and Development Agreement, subject to combination of the parcels prior to issuance of permits.

STAFF RECOMMENDATION

Staff recommends that the rezoning request be **approved**, because the ORL zoning district will allow uses that are consistent with the approved South State Street Corridor Plan recommendations and would be compatible with the surrounding RE zoning district.

Staff recommends **approval** of the site plan because it will comply with all applicable, local, state, and federal ordinances, standards and regulations; the development would limit the disturbance of natural features to the minimum necessary to allow a reasonable use of the land; it will not cause a public or private nuisance; and it will not have a detrimental effect on public health, safety or welfare.

LOCATION

The site is located on the north side of Research Park Drive, east of South State Street and is in the Malletts Creek watershed (South Area).

DESCRIPTION OF PETITION

The petitioner seeks to construct a three-story, 40,786 square foot addition that will connect two existing buildings at 3161 and 3169 Research Park Drive, both of which are owned and occupied by Gift of Life. The additional space will accommodate office and special events auditorium space and organ procurement suites to fulfill Gift of Life's mission of maximizing

organ and tissue donation for transplantation. The estimated cost of construction is \$10.5 million.

Four existing curb cuts to Research Park Drive are proposed to be reduced to three by connecting one of the loop driveways to an existing driveway at the east end of the site. The two driveways at the far eastern and western sections of the site provide access to the parking lot at the rear (north) of the site, which will be expanded by 38 parking spaces. Two alternate vehicle fueling stations are proposed in parking spaces near the main entry. The driveway at the center of the site provides access for ambulences. A new shipping and receiving facility will be provided on the northeast corner of the site.

The sidewalk along 3169 Research Park will be extended so that public sidewalk exists along the entire site Research Park Drive frontage. Three interior sidewalks are proposed to connect pedestrians to the building at various locations.

The petitioner will update stormwater detention facilities to accommodate the additional impervious surfaces. Underground detention will be provided on the north side of the site underneath the new parking lot, a new detention pond on the south side of the site, and a new retention pond on the south side of the site.

Ten landmark trees located in the area between the two buildings will be removed and replaced with 48 native species mitigation trees. The alternative analyses presented indicate a less efficient floor plan and additional imperviousness would result from protecting these trees. Parking lot landscaping will be updated to address current requirements, including the addition of 13 trees and 2,621 square feet of new bioretention islands.

The petition includes a proposal to rezone the properties from Office (O) and Research (RE) to ORL, which is a more appropriate zoning district for the use. The lot at 3161 Research Park Drive is currently zoned O while the easternmost lot at 3169 Research Park is zoned RE. The petitioner will combine the lots prior to the issuance of building permits.

A development agreement has been created for the project primarily to address the construction of water main through the site to complete a loop between Research Park Drive and the U-Haul site to the north.

The petitioner hosted a citizen participation meeting on April 7, 2014 in advance of submitting a site plan. No members of the public attended. No comments on the project have been received as the writing of this report.

	LAND USE	ZONING
NORTH	Storage	M1A (Limited Light Industrial)
EAST	Research and Vacant	RE (Research)
SOUTH	Research	RE (Research)
WEST	Office	O (Office)

SURROUNDING LAND USES AND ZONING

	EXISTING	PROPOSED	REQUIRED/ PERMITTED
Zoning	O (Office District) and RE (Research)	ORL	ORL
Gross Lot Area	285,315 sq/ft 6.55 acres	285,315 sq/ft 6.55 acres	40,000 sq ft MIN
Height	21 feet	34 feet	NONE (site does not abut residentially zoned land)
Setback – Front	106 ft	69 ft	25 ft MIN
Setback – Side(s)	77 ft – west 49 ft – east	77 ft – west 49 ft – east	NONE
Setback – Rear	106 ft	106 ft	NONE
Parking – Automobile	148 spaces	186 spaces	186 spaces MIN(1)
Parking – Bicycles	4 spaces – Class A 10 spaces – Class C	14 spaces – Class A 34 spaces – Class C (2)	14 spaces – Class A 34 spaces – Class C

COMPARISON CHART

(1) Parking requirements are based on a combination of office, laboratory, and storage uses.

(2) 4 Class A and 10 Class C bicycle parking spaces are proposed to be deferred.

HISTORY

On September 24, 2007, Gift of Life received site plan approval for two additions to the building at 3861 Research Park Drive. Only a portion of the Phase I addition was constructed (new entryway).

PLANNING BACKGROUND

The <u>South State Street Corridor Plan</u> recommends, "uses consistent with the Office/Research/ Limited Industrial (ORL) zoning district" indicating that the Research zoning, "limits uses to research and prototype manufacturing". The <u>Non-motorized Plan</u> recommends bicycle lanes and sidewalks in the South State Street and Ellsworth Road right-of-ways. Public sidewalks are required along the Research Park frontage.

DEPARTMENT COMMENTS

<u>Planning</u> – Since the two existing buildings are proposed to be connected, staff advised that the project should have a single zoning district. The ORL zoning district provides a greater spectrum of uses that would be more appropriate for the specific unique uses of Gift of Life. The use is unique, being neither a pure office use nor a pure research use.

<u>Project Management</u> – The sanitary sewer mitigation calculations have been reviewed and are approved. The footing drains of five homes, or flow equivalent to 18.8 GPM, will need to be disconnected from the sanitary sewer system, in order to mitigate flow from this proposed development.

<u>Washtenaw County Water Resources Commissioner</u> – Revised plans are under review. City Council action will be scheduled once these plans have been approved.

Prepared by Jeff Kahan Reviewed by Wendy Rampson 6/27/14

- Attachments: 7/1/14 Draft Development Agreement Zoning/Parcel Maps Aerial Photo Existing Conditions/Removals Dimensional Site Plan Landscape Plan Elevations Massing Model Views
- c: Petitioner: James Gorenflo Midwestern Consulting, Inc. Ann Arbor, MI 48108
 - Owner: Gift of Life, Michigan 3861 Research Park Drive Ann Arbor, MI 48108

Systems Planning File No. SP14-026

GIFT OF LIFE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ______ day of _____, 20__, by and between the City of Ann Arbor, a Michigan Municipal Corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and Organ Procurement Agency of Michigan, a Michigan non-profit corporation, with principal address at 3861 Research Park Drive, Ann Arbor, Michigan, 48108, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as Gift of Life Site Plan for City Council, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as the Gift of Life Addition, and desires Site Plan for City Council approval and development agreement approval thereof, and

WHEREAS, the PROPRIETOR desires to build or use certain improvements without the necessity of special assessments by the CITY, and

WHEREAS, the CITY desires to insure that all of the improvements required by pertinent CITY ordinances and regulations be properly made, and that the PROPRIETOR will install these improvements prior to any permits being issued.

THE PROPRIETOR(S) HEREBY AGREE(S):

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water and sanitary sewer mains, public and private storm water management systems ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the PROPRIETOR fails to construct the improvements, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above requiring it to commence and complete the improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR, if the PROPRIETOR does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that

Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the PROPRIETOR'S engineer inspects.

(P-4) Prior to the issuance of building permits, to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities and public streets. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public Improvement to be conveyed by the easement.

(P-5) To install all water mains, storm sewers and sanitary sewers, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits.

(P-6) To construct a looped water main that will connect the City water main in the Research Park Drive road right-of-way to the water main on-site at 3655 S. State Street prior to the request for and issuance of building permits. PROPRIETOR shall assist the CITY in acquiring an easement for the water main through the property at 3655 S. State Street. PROPRIETOR shall submit evidence that the owner of 3655 S. State Street has the authority to grant the easement and shall cooperate and grant the easement as shown on the site plan in accordance with the terms of this Agreement. The evidence must be determined to be satisfactory to the City Attorney prior to the request for and issuance of grading and building permits for the development. PROPRIETOR shall submit a legal description and survey drawing for this easement prior to the request for and issuance of grading or building permits, and the easement shall be granted by the owner of 3655 S. State Street to the CITY in a form acceptable to the CITY Attorney. The easement must be accepted by City Council prior to the request for or issuance of any Certificate of Occupancy. PROPRIETOR may request alternative means for the water main to be looped into the existing CITY water system, and the CITY Public Services Area may approve this alternative means in its sole discretion. If alternative means are provided, any necessary easements must be granted to the City consistent with the procedure and timing detailed in this paragraph.

(P-7) To indemnify and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the PROPRIETOR, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.

(P-8) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as named insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

7/1/14

(P-9) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the PROPRIETOR to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the PROPRIETOR one year after the date of acceptance by the CITY.

(P-10) To construct, repair and/or adequately maintain on-site storm water management system. If the PROPRIETOR fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the PROPRIETOR at the address listed above, requiring it to commence and complete the items stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the PROPRIETOR if the PROPRIETOR does not complete the work within the time set forth in the notice.

(P-11) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area.

(P-12) Prior to building permits being issued, to restrict, but not prohibit, by covenants and restrictions recorded with the Washtenaw County Register of Deeds, the use of lawn care chemicals and fertilizers in order to minimize the impacts on Malletts Creek.

(P-13) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, PROPRIETOR shall review existing noise sources surrounding said development and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-14) To include the elevation drawings, as submitted to City Council, as part of the approved site plan and to construct all buildings consistent with said elevation drawings. If the PROPRIETOR proposes any substantive changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The PROPRIETOR is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-15) To remove all discarded building materials and rubbish from the development at least once each month during construction of the development improvements, and within one month after completion or abandonment of construction.

(P-16) Prior to application for and issuance of certificates of occupancy, to disconnect 5 footing drains, which is based upon the uses currently existing on the Property and those currently contemplated by the Site Plan in accordance with the Guidelines for Completion of Footing Drain Disconnections, Table A, and adopted by City Council, August 18, 2003 and revised November 30, 2005 (the "Guidelines"), or to provide an alternative method of mitigation that results in an equivalent amount of sanitary flow removal, in accordance with the Guidelines. In the event the actual intensity of uses contemplated by the Site Plan are either

increased or decreased, City and PROPRIETOR agree to adjust the number of footing drains to be disconnected, or the amount of alternative mitigation to be provided, in accordance with the Guidelines. PROPRIETOR may be allowed to obtain partial certificates of occupancy for the development prior to the completion of all of the required footing drain disconnects on a prorated basis at the Discretion of the CITY Public Services Area.

(P-17) PROPRIETOR is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of PROPRIETOR has (have) legal authority and capacity to enter into this agreement for PROPRIETOR.

(P-18) Failure to construct, repair and/or maintain the site pursuant to the approved site plan and/or failure to comply with any of this approved development agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the PROPRIETOR complies with the approved site plan and/or the terms and conditions of the approved development agreement. The PROPRIETOR shall be responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the approved site plan and/or development agreement.

(P-19) In addition to any other remedy set forth in this Agreement or in law or equity, if PROPRIETOR fails to make a timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-20) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the Gift of Life Site Plan for City Council.

(C-2) To provide timely and reasonable CITY inspections as may be required during construction.

(C-3) To record this agreement with the Washtenaw County Register of Deeds.

GENERAL TERMS

Both the PROPRIETOR and the CITY agree as follows:

(T-1) This agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the PROPRIETOR, as set forth above in this Agreement and in the approved site plan, shall be binding on any successors and assigns in ownership of the following described parcel:

Lot 2 and 3 of Research Park, as described in Liber 15 of plats, Pages 56 and 57, Washtenaw County Records.

Lot 2 Tax ID No. 09-12-09-300-09 Lot 3 Tax ID No. 09-12-09-300-08

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the PROPRIETOR, or any part of the approved site plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the PROPRIETOR in writing that the PROPRIETOR has satisfactorily corrected the item(s) the PROPRIETOR has failed to perform.

(T-6) This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

Witnesses:

CITY OF ANN ARBOR, MICHIGAN 301 East Huron Street Ann Arbor, Michigan 48107

By:

John Hieftje, Mayor

By:

Jacqueline Beaudry, City Clerk

Approved as to Substance:

Steven D. Powers, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

Witness:

Ву: __

Name, Title

STATE OF MICHIGAN

) ss:

) ss:

)

)

County of Washtenaw

On this ______ day of ______, 20___, before me personally appeared John Hieftje, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan Municipal Corporation, to me known to be the persons who executed this foregoing instrument, and to me known to be such Mayor and Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Corporation by its authority.

STATE OF MICHIGAN)

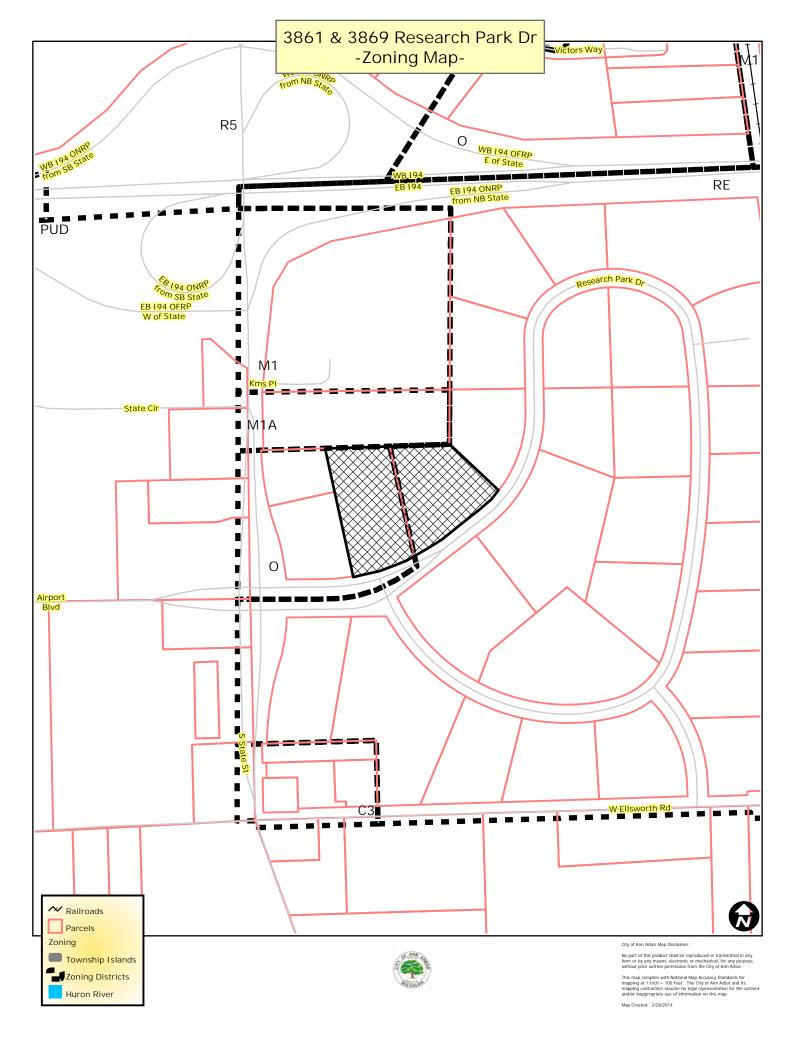
County of Washtenaw

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On this _____ day of _____, 20__, before me personally appeared ______, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as his free act and deed.

NOTARY PUBLIC County of Washtenaw, State of Michigan My Commission Expires: ______ Acting in the County of Washtenaw

DRAFTED BY AND AFTER RECORDING RETURN TO: Ann Arbor Planning & Development Services Post Office Box 8647 Ann Arbor, Michigan 48107 (734) 794-6265





✓ Railroads Parcels Huron River



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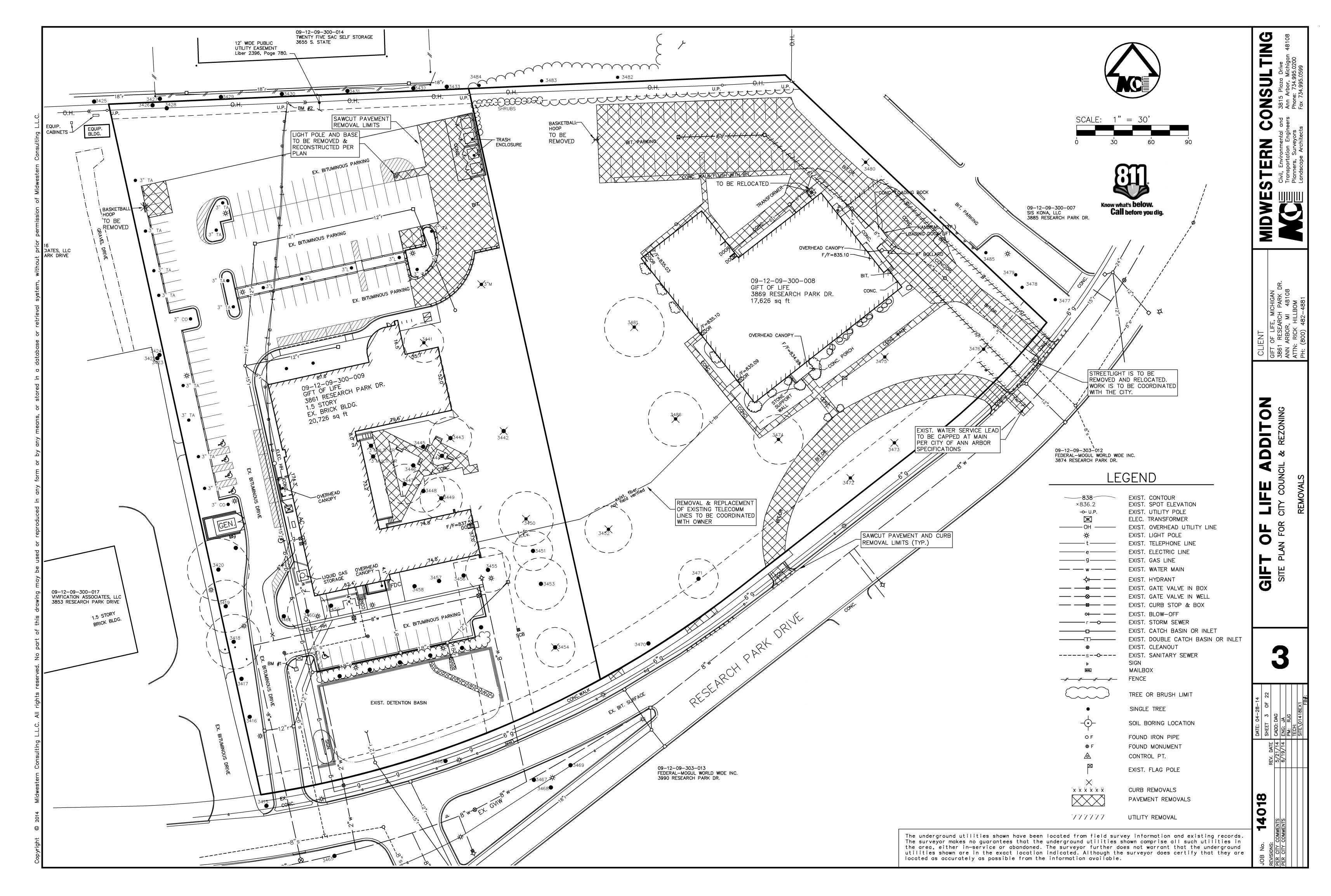
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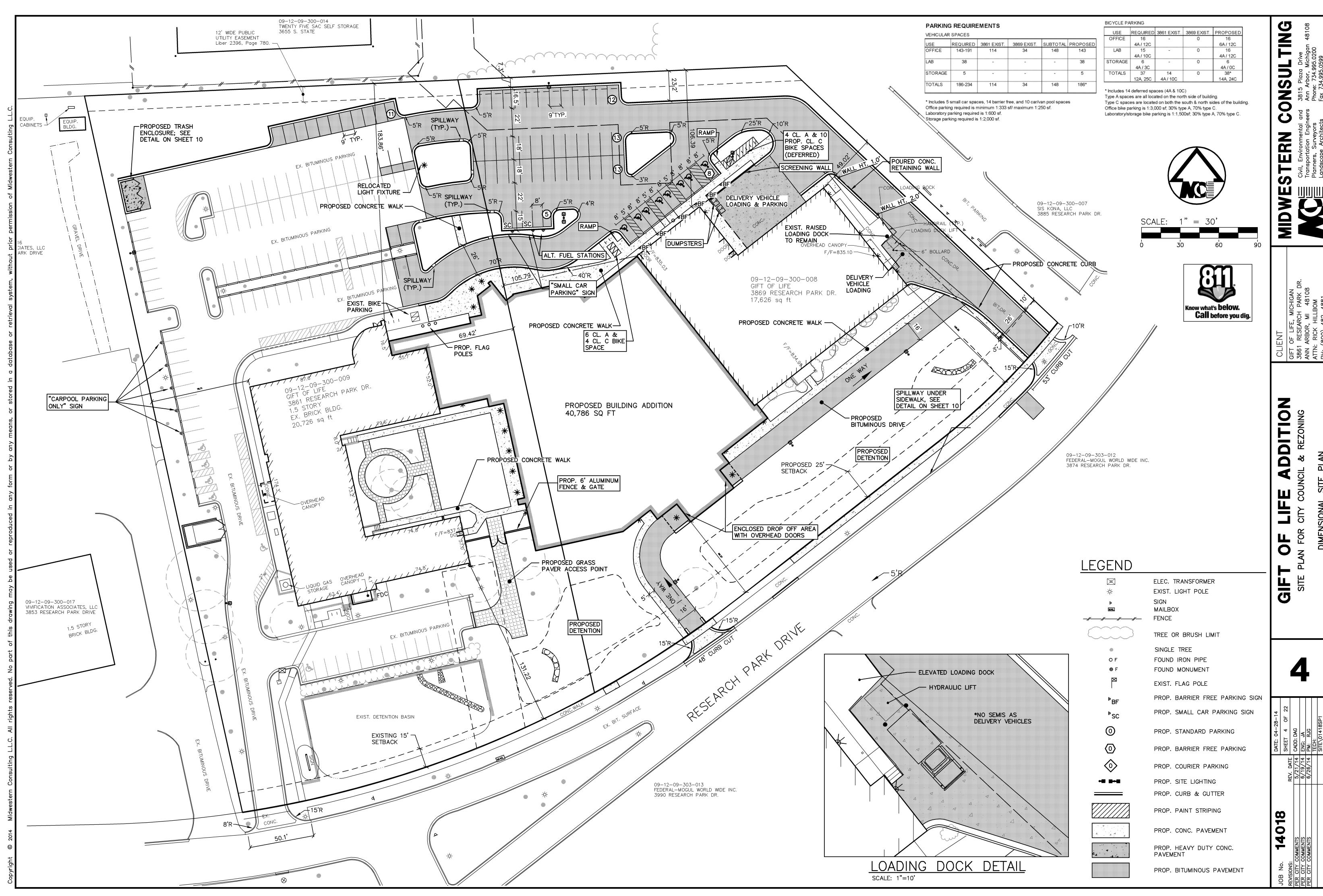


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VEHICULAR	SPACES				
USE	REQUIRED	3861 EXIST.	3869 EXIST.	SUBTOTAL	PROPOSED
OFFICE	143-191	114	34	148	143
LAB	38	-	-	-	38
STORAGE	5			-	5
TOTALS	186-234	114	34	148	186*

USE	REQUIRED	3861 EXIST.	3869 EXIST.	PROPOSED
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LAB	15	-	0	16
	4A / 10C			4A / 12C
STORAGE	6	-	0	6
	4A / 3C			4A / 0C
TOTALS	37	14	0	38*
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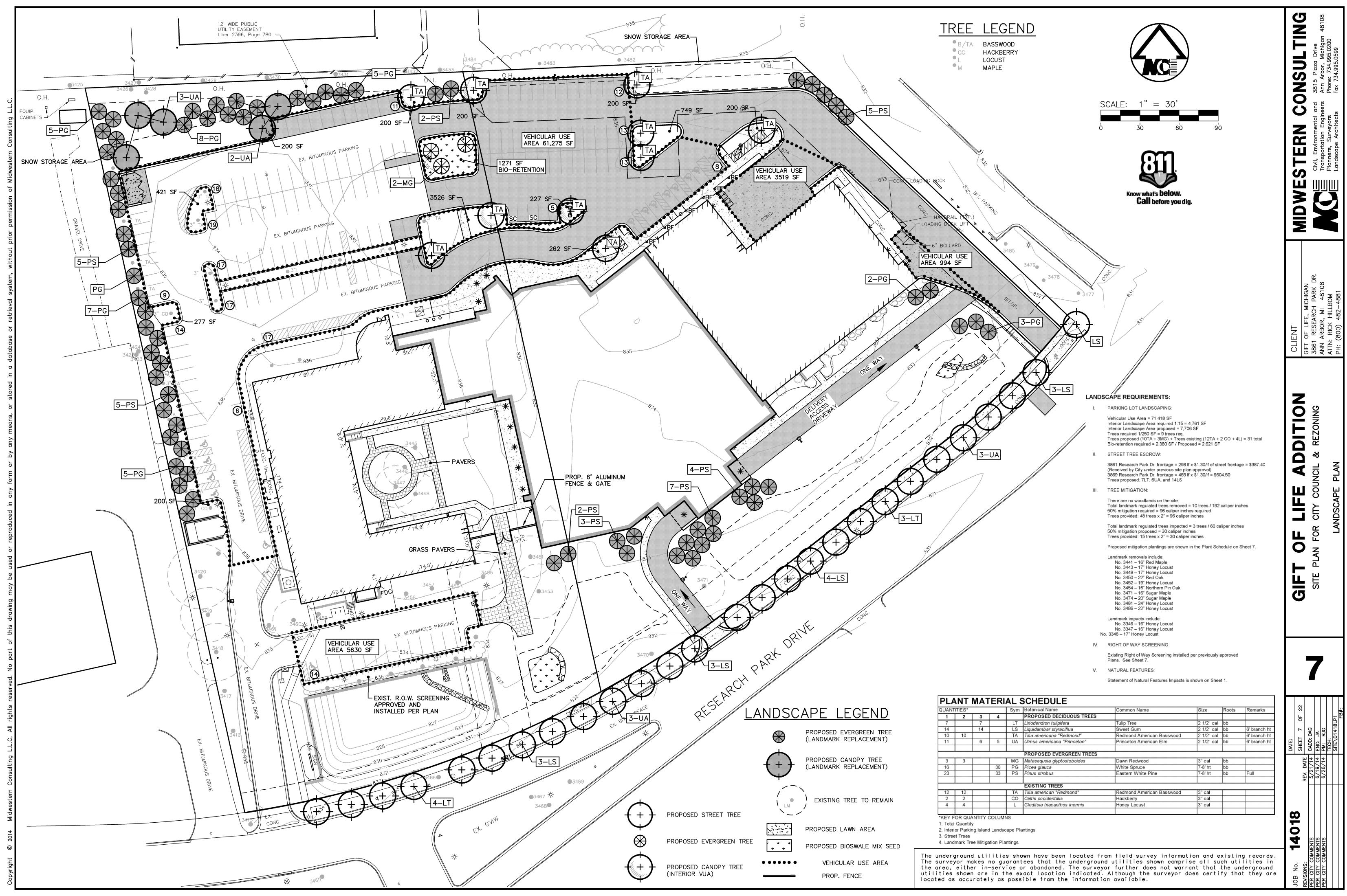
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EXTERIOR FINISH SCHEDULE								
RODUCT	MANUFACTURER	FACTURER MATERIAL / STYLE FINISH / COLOR						
K - 1	BELDEN	MODULAR	BROWN					
K - 2	BELDEN	MODULAR	RED					
AL PANEL TYPE 1	CENTRIA	9946	SILVERSMITH					
AL PANEL TYPE 2	CENTRIA	781	ADOBE					
AL PANEL TYPE 3	CENTRIA	763	RUST					
AL PANEL TYPE 4	CENTRIA	TBD	GRAY	MECHANICAL SCREEN				
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(1) VIEW OF NEW ENTRY







8 VIEW FROM RESEARCH PARK DRIVE



5 BIRD'S EYE VIEW OF NEW ADDITION



2 VIEW OF NEW ENTRY



















9 VIEW FROM RESEARCH PARK DRIVE

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GIFT OF LIFE							
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