

## **PLANNING AND DEVELOPMENT SERVICES STAFF REPORT**

**For Planning Commission Meeting of February 20, 2020**

**SUBJECT: 3874 Research Park Site Plan for City Council Approval  
File No. SP19-035**

### **PROPOSED CITY PLANNING COMMISSION MOTION**

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 3874 Research Park Site Plan and Development Agreement.

### **STAFF RECOMMENDATION**

Staff recommends that this petition be **approved**, because the development would limit the disturbance of natural features to the minimum necessary to allow a reasonable use of the land; comply with local, state and federal laws and regulations; would not cause a public or private nuisance; and would not have a detrimental effect on public health, safety or welfare.

### **LOCATION**

The site is located on the west side of the inner ring of Research Park Drive, east of South State Street, south of Interstate 94 (South Area, Malletts Creek Watershed).

### **DESCRIPTION OF PETITION**

The petitioner seeks to demolish the existing 27,250 square foot building and construct a 79,000 square foot single-story research and office building. The new building contains 45,000 square feet of office space and 34,000 square feet of research space.

The project site plan currently proposes 220 exterior vehicle parking spaces. There will be 12 enclosed Class A bicycle parking spaces provided along with 8 Class C bicycle hoop spaces near the front and rear entrances. A loading dock area and truck well for deliveries and pickups will be located at the eastern, rear of the building.

The project proposes to continue utilizing a shared off-site curb cut from Research Park Drive located south of this site. A 12-foot wide gravel emergency drive is proposed on the north side of the building as required to meet fire code.

There are no existing storm water treatment facilities on the site. Based on the total of impervious surface on the site, the petitioner is required to provide first flush, bankfull and 100 year storm detention capacity. The storm water facility will consist of two underground storage chambers and a series of bioretention swales designed as a full infiltration system.

There are three landmark trees located on the western side of the site fronting Research Park Drive. One 18-inch Honey Locust is proposed to be removed. This tree was originally planted as a landscape tree for the previous development. Five additional trees will be planted as

mitigation for the landmark tree removals. There are no other natural features impacted on the site.

A new five foot wide public sidewalk will be installed along Research Park Drive.

As required by the Citizen Participation Ordinance, the petitioner mailed out postcard notification and held a public meeting or at the public meeting. There were no comments submitted by the public in response to the mailing. Staff has not received any feedback from the public in regards to this petition.

The estimated cost of construction will be \$8.0 million.

### COMPARISON CHART

		EXISTING	PROPOSED	REQUIRED
Zoning		RE (Research District)	RE (Research District)	RE (Research District)
Gross Lot Area		245,054 sq ft 5.61 acres	245,054 sq ft 5.61 acres	60,000 sq ft MIN
Floor Area in % of Lot Area		11.1% 27,250 sf	32.2% 79,000 sf	75% MAX 183,790 sf
Setbacks	Front	73 ft	33.3 ft	25 ft MIN, 50 ft MAX
	Side(s)	80 ft	20.8 ft	0 ft MIN
	Rear	136 ft	78.8 ft	0 ft MIN
Height		1.5 story 20 ft	1 story 22 ft	None
Parking - Automobiles		42 spaces	220 spaces (24 deferred)	193 spaces MIN
Parking – Bicycle		N/A	5 Class A (enclosed) 5 Class B (Covered) 10 Class C (hoops)	12 Class A MIN 8 Class C MIN

### SURROUNDING LAND USES AND ZONING

	LAND USE	ZONING
NORTH	Vacant	ORL (Office/Research/Limited Industrial District)
EAST	Vacant	ORL
SOUTH	Office	RE(Research District)
WEST	Gift of Life/Research/Office	RE (Research District)

## HISTORY

This site is part of the original Research Park plat annexed from Pittsfield Township and approved in 1961. Federal Mogul Corporation in 1966 constructed a 27,000-square foot building to house Federal Corporation Rubber-Plastics division laboratory and offices. In 1980, a site plan waiver was approved to add a 420-square foot storage structure.

## PLANNING BACKGROUND

The City of Ann Arbor Master Plan: Land Use Element identifies this parcel as part of the South Area and recommends research uses. This site was included in the South State Street Corridor Plan and recommended for office, research and limited industrial uses in the future and ORL zoning (Area 3 recommendations). The Plan also recommends enhanced non-motorized access to buildings.

The Non-Motorized Plan recommends sidewalks along Research Park Drive.

The Transportation Plan Short-term Recommendations propose intersection improvements at State and Ellsworth intersection along with a traffic corridor study on Ellsworth from State Street to Platt Road; a roundabout at this intersection is currently under construction. The Mid-term Recommendations propose a traffic corridor study along South State Street between Eisenhower and Ellsworth Blvd. The Long-term Recommendations propose intersection improvements north and south of I-94.

## STAFF COMMENTS

Malletts Creek Coordinating Committee – The petitioner considered the option of a green roof and decided against this option as the area of bioretention in the parking lot islands exceeds that required by ordinance.

Systems Planning (Engineering) –All off-site easements must be obtained prior to the issuance of any permits for this site.

Planning – The site plan and proposed construction of a new building will be a significant upgrade to the surrounding vacant sites and the research park area. The exterior design of the new building is consistent with the existing buildings in the research park neighborhood. The construction of a new building with a significant investment and intensification of research/office use is consistent with intent of the Master Plan: Land Use Element and South State Street Corridor Plan. The addition of the sidewalk along Research Park drive and connection to the front door is consistent with Master Plan and Non-Motorized Plan.

Traffic – Less than 50 vehicle trips at peak hour occur with the proposed development.

Prepared by Chris Cheng  
Reviewed by Brett D. Lenart

Attachments: Parcel/Zoning Map  
Aerial Photo

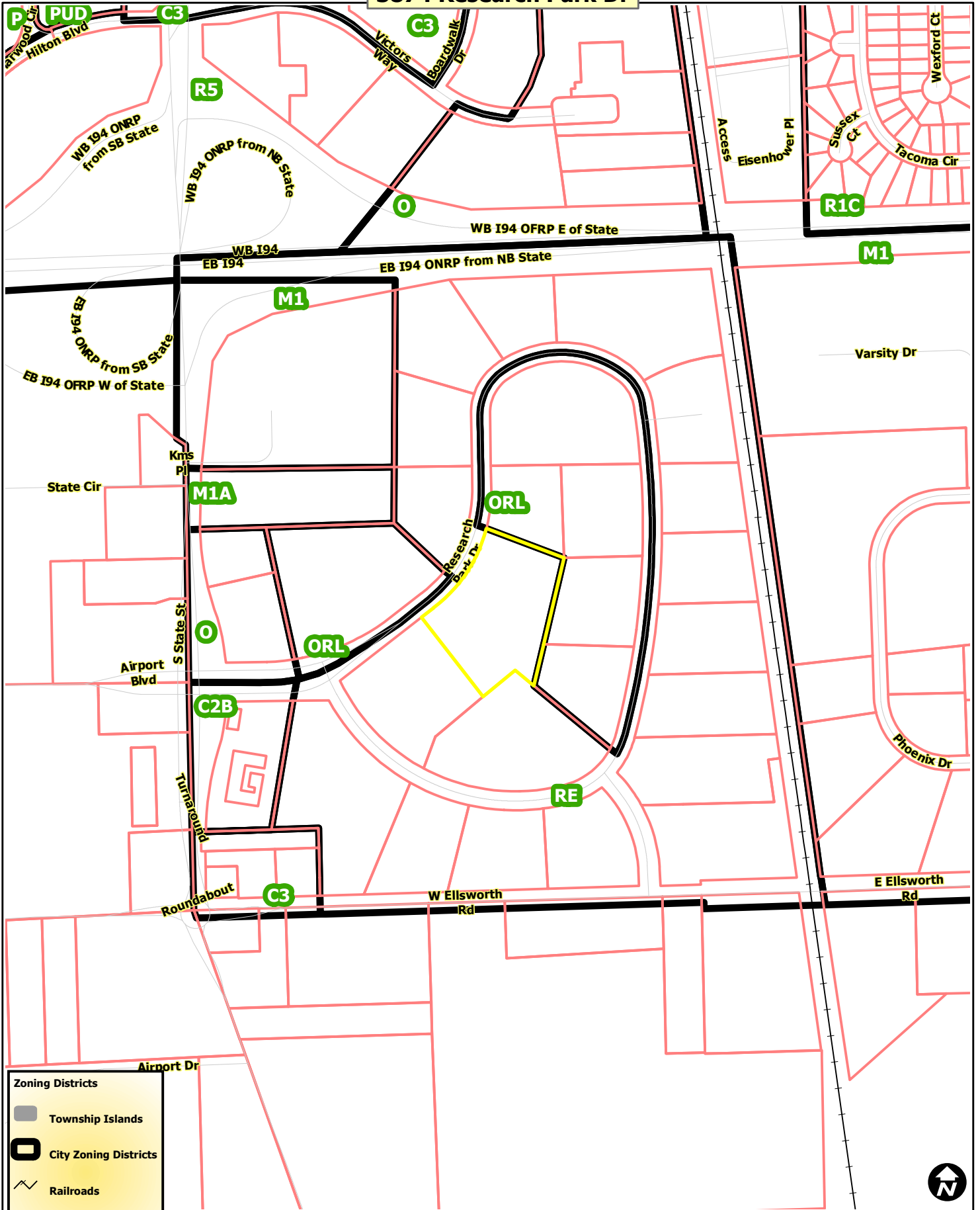
Draft Development Agreement  
[Citizens Participation Report](#)  
[SitePlan & Elevations](#)

c: Petitioner: Ann Stevens  
Stantec Consulting of Michigan  
3754 Rancho Drive  
Ann Arbor, MI 48108

Owner: Cameron McCausland  
PCP-AARPOZ, LLC  
15040 Cleat Street  
Plymouth, MI 48170

Systems Planning  
File No. SP19-035

# 3874 Research Park Dr



**Zoning Districts**

- Township Islands
- City Zoning Districts
- Railroads
- Huron River
- Tax Parcels



Map date: 1/27/2020  
 Any aerial imagery is circa 2018 unless otherwise noted  
 Terms of use: [www.a2gov.org/terms](http://www.a2gov.org/terms)



# 3874 Research Park Dr



- Railroads
- Huron River
- Tax Parcels



Map date: 1/27/2020  
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**3874 RESEARCH PARK DRIVE 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 Cameron McCausland, a PCP-AARPOZ, LLC, with principal address at 15040 Cleat Street, Plymouth, MI 48170, hereinafter called the PROPRIETOR, witnesses that:

WHEREAS, the PROPRIETOR owns certain land in the City of Ann Arbor, described below and site planned as 3874 Research Park Drive, and

WHEREAS, the PROPRIETOR has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as *insert title as above*, and desires site plan approval and development agreement approval thereof, and

WHEREAS, the PROPRIETOR desires to build or use certain improvements with and 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, public streets, sidewalks and streetlights* ("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 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 provide, prior to the issuance of building permits, a signing plan to the Fire Department and install all street name signs according to CITY specifications and to provide and install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. *At the request of the PROPRIETOR, the CITY will provide and install all street name signs and invoice the PROPRIETOR for actual cost of installation.*

(P-6) To install all water mains, storm sewers, sanitary sewers and public streets, through the first course of asphalt, 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-7) To maintain the streets, including snow and ice removal, if certificates of occupancy are finalized before the street improvements have been accepted for maintenance by the CITY.

(P-8) To convey to the CITY, prior to the issuance of any permits and subject to acceptance by the Ann Arbor City Council, *insert the property or easement (such as right of way) to be conveyed as shown on Attachment A...(if necessary).*

#### *Liability insurance*

(P-9) 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-10) 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.

#### *Natural Features Protection*

(P-11) Existing (*woodland*), (*landmark*), (*street*) trees shown on the site plan as trees to be saved shall be maintained by the PROPRIETOR or in good condition for a minimum of three years after acceptance of the public improvements by the CITY or granting of Certificate of Occupancy or final approval of the lot or unit. Existing landmark trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public improvements or granting of Certificate of Occupancy or final approval of the lot or unit, shall be replaced by the PROPRIETOR as provided by Chapter 57 of the Ann Arbor City Code.

#### **AND/OR this paragraph may be required**

(P-12) For the benefit of the residents of the PROPRIETOR'S development, to make a park contribution of \$ *fill in amount* to the CITY Parks and Recreation Services Unit prior to the issuance of certificates of occupancy for improvements to *fill in names of parks or areas*.

(P-13) 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.

#### *Miscellaneous*

(P-14) 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-15) 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-16) 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-17) Prior to application for and issuance of certificates of occupancy, to disconnect \_\_\_ 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-18) 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-19) 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-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 3857 Research Park Drive Site Plan.

(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 25, OUTLOT 'B' & PRT OF LOTS 24 & 33, RESEARCH PARK, DESC AS BEG AT NE COR OF SD LOT 25, RESEARCH PARK, TH S 67 DEG 31 MIN E 353.4 FT, TH S 13 DEG 24 MIN W 556.12 FT, TH N 49 DEG 48 MIN W 101.96 FT, TH S 51 DEG 40 MIN 41 SEC W 170.87 FT, TH N 38 DEG 0 MIN 52 SEC W 419.24 FT, TH N 51 DEG 57 MIN E 68.05 FT, TH 417.57 FT ALG A CUR LT, RAD 612.95 FT, CH BEARING N 32 DEG 26 MIN 3 SEC E 409.54 FT TO POB. 5.626 AC

(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: \_\_\_\_\_  
Christopher Taylor, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Approved as to Substance:



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.

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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